



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

COMMON COUNCIL MEETING AGENDA

DECEMBER 5, 2023

7:00 P.M.

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

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 11/21/23.

New Business

4. **Ordinance:** Consider Ordinance No. 3087, an Ordinance Fixing the Salary Ranges, Salary, Wages and Allowances for all Full-Time and Part-Time Non-Represented positions for the year 2024 (by Committee of the Whole).
5. **Resolution:** Consider Resolution No. 12450-120523, acknowledging and filing the 2024 calendar year salary grade plan and benefits for Library personnel (by Committee of the Whole).
6. **Ordinance:** Consider Ordinance No. 3088, confirming Adopting of the Settlement Agreement between the City of Oak Creek and Labor Association of Wisconsin, Inc. ("LAW") and Fixing the Salary for Members of the Association for the Year 2024 (by Committee of the Whole).
7. **Resolution:** Consider Resolution No. 12451-120523, establishing various fees, permits and charges charged by the City of Oak Creek, to be effective 1/1/24 (by Committee of the Whole).
8. **Discussion:** Discussion of Celebrations Commission responsibilities.
9. **Motion:** Consider a motion to concur with Mayoral Alderperson representative and staff representative appointments to the Celebrations Commission (by Committee of the Whole).
10. **Motion:** Consider a motion to approve the 2024 Regular Combined Common Council meeting dates (by Committee of the Whole).

PUBLIC WORKS & UTILITY

11. **Motion:** Consider a motion to approve the purchase of a new Case 721G Wheel Loader with Snow Plow and Accessories from Miller-Bradford & Risberg, Inc. in amount of \$305,346 (by Committee of the Whole).

Visit our website at 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>.

12. **Motion:** Consider a *motion* to approve the purchase of a combination Jetter/Vac truck as approved in the 2024 Board of Public Works and Capital Assets Capital Budget from JWR Inc. in the amount of \$590,500 (by Committee of the Whole).
13. **Resolution:** Consider *Resolution* No. 12455-120523, approving the AT&T Third Amendment to the Howell Avenue Water Tower Lease (Tax Key No. 765-9000-000) (1st District).
14. **Resolution:** Consider *Resolution* No. 12452-120523, approving a 25 foot public water main easement at 140 E. Rawson Avenue (Tax Key No. 733-9991-001) (1st District).
15. **Resolution:** Consider *Resolution* No. 12453-120523, approving a 25 foot public sanitary sewer easement at 140 E. Rawson Avenue (Tax Key No. 733-9991-001) (1st District).

CLERK'S OFFICE

16. **Resolution:** Consider *Resolution* No. 12454-120523, approving a Memorandum of Understanding to comply with the terms of use of Badger Books with the Wisconsin Elections Commission (by Committee of the Whole).
17. **Motion:** Consider a *motion* to approve the appointment of Election Inspectors for the two-year period of January 1, 2024 through December 31, 2025 (by Committee of the Whole).

ENGINEERING

18. **Resolution:** Consider *Resolution* No. 12457-120523, approving the Edgemont Estates Development Agreement with SWITCHBACK ENTERPRISES, LLC for the design and construction of public improvements for the development located at 10670 S. Nicholson Rd. (Tax Key No. 958-9995-006) (Project Nos. 23055 and 23056) (5th District).

COMMUNITY DEVELOPMENT

19. **Resolution:** Consider *Resolution* No. 12456-120523, approving a Certified Survey Map submitted by Laurie Helgason P.R. on behalf of the estate of Theresa Aghbashian for the property at 3444 E. Ryan Rd. (3rd District).

LICENSE COMMITTEE

20. **Motion:** Consider a *motion* to approve the various license requests as listed on the 12/5/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

21. **Motion:** Consider a *motion* to approve the November 29, 2023 Vendor Summary Report in the amount of \$322,324.83 (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

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

COMMON COUNCIL REPORT

- Item:** An Ordinance fixing the salary and wage ranges, salaries, wages, and allowances for full-time and part-time non-represented positions for the year 2024.
- Recommendation:** The Personnel and Finance Committee recommends the Common Council adopt Ordinance No. 3087 fixing the salary and wage ranges, salaries, wages, and allowances for full-time and part-time non-represented positions for the year 2024.
- Fiscal Impact:** The fiscal impact of increasing the base pay for non-represented employees, as recommended in Ordinance No. 3087, is \$595,770 with payroll taxes and WRS. This amount is included in the 2024 Budget.
- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: In the past, the salary and wage adjustment ordinances were three (3) separate ordinances covering full-time employees, part-time employees, and police lieutenants & sergeants. Within the full-time salary and wage ordinance, four (4) separate salary schedules were presented. In 2022, we merged these three ordinances into a single ordinance and arranged the data in a format that will facilitate the flow of information regarding salary ranges.

The City also moved away from an ordinance with embedded salary schedules to include them as attachments to the ordinance as follows:

- Schedule A - Full-Time Non-Represented Employees; and
- Schedule B - Part-Time Non-Represented Employees.

The Labor Association of Wisconsin (LAW) ordinance and Library Salary Grade Plan resolution remain separate as the LAW ordinance also approves a one-year collective bargaining agreement for the group and the Library Board approves the Library's Salary Grade Plan.

At their November 8, 2023 meeting, the Personnel and Finance Committee recommended the Common Council adopt the 2024 salary and wage adjustment ordinance for non-represented employees. The 2024 Budget adopted by the Common Council on November 21, 2023 included a 3.00% increase to annual salaries and wages for all full-time and part-time non-represented employees, as well as market-rate adjustments for certain positions. The effective date of salary and wage adjustments is January 1, 2024.

Options/Alternatives: The Common Council could reject the Personnel and Finance Committee recommendation and discuss a different salary and wage strategy for all employees not covered by a collective bargaining agreement for 2024.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Ordinance No. 3087
- Schedule A - Full-Time Non-Represented Employees
- Schedule B - Part-Time Non-Represented Employees

ORDINANCE NO. 3087

BY: _____

An Ordinance Fixing the Salary and Wage Ranges, Salaries, Wages, and Allowances for
All Full-Time and Part-Time Non-Represented Positions for the Year 2024

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

Section 1: Full-Time Salary and Wages. An ordinance to make uniform the rates of pay for certain offices and positions under the control of the Common Council of the City of Oak Creek affecting full-time non-represented employees for the year 2024. The proper City Officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance. The pay ranges and rates of pay for these positions are listed in Schedule A.

Section 2: Medical Insurance Contribution. Full-time employees are entitled to medical insurance. These employees shall contribute ten percent (10%) of the cost of the premium for a single or a family medical plan.

Section 3: Auto Expense. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage:

Police Department - including Captains, Fire Department - including Assistant Fire Chiefs, Inspection Department, Treasurer, Engineering Department, Public Works Department, City Clerk, City Administrator's Office, Finance Department, Community Development Department, Health Department.

The following personnel shall be paid a car allowance as set forth opposite their positions, to-wit:

Assistant Fire Chief (2), \$150.00 monthly
Assistant Information Technology Director (1), \$100.00 monthly
City Attorney (1), \$150.00 monthly
City Clerk (1), \$150.00 monthly
Fire Chief (1), \$250.00 monthly
Information Technology Director (1), \$200.00 monthly
Information Technology Technician (2), \$100.00 monthly
Leisure Services Assistant (1), \$175.00 monthly
Network Administrator (1), \$100.00 monthly

In order to qualify for the afore mentioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Human Resources Office.

Section 4: Part-Time and Miscellaneous Wages. There is herewith established the uniform the rates of pay for certain offices and positions under the control of the Common Council of the City of Oak Creek affecting part-time and miscellaneous non-represented employees for the year 2024. The proper City Officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance. The pay ranges and rates of pay for these positions are listed in Schedule B.

Section 5: Validity. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

Section 6: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 7: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2024, except where otherwise noted.

Passed and adopted this ___ day of December, 2023.

President, Common Council

Approved this ____ day of December, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

SCHEDULE A - FULL-TIME NON-REPRESENTED EMPLOYEES

Position Title	Department	Salary as of 1/1/2024	Minimum Salary	Midpoint	Maximum Salary
City Attorney	Attorney	\$133,091	\$115,000	N/A	N/A
Deputy City Administrator / Finance Officer	Administration	\$140,397	\$120,000	N/A	N/A
Assistant City Administrator / City Engineer	Engineering	\$133,091	\$120,831	\$130,429	\$140,027
General Manager	Utilities	\$140,028	\$120,831	\$130,430	\$140,028
Fire Chief*	Fire	\$136,473	\$115,790	\$126,132	\$136,473
Police Chief	Police	\$136,473	\$116,434	\$126,454	\$136,473
Community Development Director	Comm. Dev.	\$107,278	\$102,000	\$114,750	\$127,500
Community Public Health Officer	Health	\$107,082	\$102,000	\$114,750	\$127,500
Director of Public Works	Public Works	\$126,558	\$102,000	\$114,750	\$127,500
Information Technology Director	IT Services	\$118,244	\$102,000	\$114,750	\$127,500
Assistant Fire Chief*	Fire	\$122,305	\$115,790	\$121,580	\$127,369
Police Captain	Police	\$122,955	\$115,790	\$121,580	\$127,369
Assistant City Engineer	Engineering	\$112,624	\$100,000	\$112,500	\$125,000
Human Resources Director	Human Resources	\$116,133	\$100,000	\$112,500	\$125,000
Utility Engineer	Utilities	\$117,449	\$100,000	\$112,500	\$125,000
Police Lieutenant	Police	\$114,295	\$108,329	\$113,769	\$119,210
Fire Battalion Chief*	Fire	\$113,703	\$104,959	\$111,037	\$117,114
Distribution Manager	Utilities	\$104,636	\$99,793	\$107,656	\$115,519
Finance & Accounting Manager	Finance	\$100,500	\$99,793	\$107,656	\$115,519
Plant Manager	Utilities	\$105,402	\$99,793	\$107,656	\$115,519
Police Sergeant	Police	\$105,396	\$97,333	\$103,156	\$108,978
Assistant IT Director	IT Services	\$103,000	\$92,700	\$100,425	\$108,150
Facility Manager	Building & Facilities	\$102,805	\$90,748	\$98,755	\$106,762
City Clerk	Clerk	\$98,614	\$90,697	\$95,976	\$101,254
Dispatch Manager	Police	\$83,446	\$80,153	\$90,172	\$100,191
Design Engineer	Engineering	\$99,517	\$89,701	\$94,609	\$99,517
Environmental Engineer	Engineering	\$99,517	\$89,701	\$94,609	\$99,517
Inspection Supervisor	Inspections	\$94,124	\$89,701	\$94,609	\$99,517
City Treasurer	Treasurer	\$83,140	\$75,000	\$86,250	\$97,500
Network Administrator	IT Services	\$83,430	\$75,000	\$86,250	\$97,500
Systems Administrator	IT Services	\$84,980	\$75,000	\$86,250	\$97,500
Public Health Manager	Health	\$86,005	\$80,340	\$86,366	\$92,391
Dispatch Supervisor	Police	\$76,858	\$73,565	\$82,761	\$91,956
Assistant Director Public Works	Public Works	\$85,994	\$81,551	\$85,997	\$90,443
Senior Planner	Comm. Dev.	\$87,095	\$81,551	\$85,997	\$90,443
Communications Coordinator	Administration	\$84,247	\$67,690	\$77,844	\$87,997
Inspector - Building	Inspections	\$85,288	\$75,773	\$80,531	\$85,288
Inspector - Electrical	Inspections	\$85,288	\$73,401	\$79,345	\$85,288
Street Light Maintenance Electrician	Public Works	\$80,615	\$73,401	\$78,715	\$84,028
GIS Administrator	IT Services	\$75,350	\$66,950	\$75,350	\$83,750
Parks Maintenance Supervisor	Public Works	\$82,217	\$74,195	\$78,206	\$82,217
Deputy Clerk	Clerk	\$79,608	\$73,401	\$77,399	\$81,397
Human Resources Generalist	Human Resources	\$79,340	\$73,401	\$77,399	\$81,397
Neighborhood Preservation Officer	Comm. Dev.	\$66,808	\$65,197	\$73,297	\$81,397
Public Health Nurse	Health	Multiple	\$73,401	\$77,399	\$81,397
Public Health Strategist	Health	\$73,412	\$73,412	\$77,405	\$81,397
Sanitarian	Health	\$77,393	\$73,401	\$77,399	\$81,397
Zoning Administrator/Planner	Comm. Dev.	Vacant	\$65,197	\$73,297	\$81,397
Dispatch - Lead	Police	\$68,074	\$64,781	\$72,879	\$80,977
Case Manager	Health	\$66,823	\$63,199	\$72,086	\$80,973
Preparedness Coordinator	Health	\$70,556	\$63,199	\$72,086	\$80,973
Staff Accountant	Finance	\$67,569	\$61,487	\$70,710	\$79,933
Utility Accountant	Finance	Vacant	\$61,487	\$70,710	\$79,933
Civil Engineer	Engineering	Vacant	\$66,500	\$73,150	\$79,800
Foreman - Streets/Forestry	Public Works	\$76,640	\$72,085	\$75,689	\$79,294
Administrative Support Director	Admin. Support	\$67,299	\$60,000	\$69,000	\$78,000
Construction Coordinator	Utilities	Vacant	\$65,901	\$71,578	\$77,255
GIS Technician	Utilities	\$65,901	\$65,901	\$71,578	\$77,255
Senior Accountant	Utilities	\$77,255	\$65,901	\$71,578	\$77,255
Senior Utility Service Worker	Utilities	Multiple	\$65,901	\$71,578	\$77,255
Treatment Plant Operator	Utilities	Multiple	\$65,901	\$71,578	\$77,255
Public Health Specialist	Health	\$64,272	\$59,225	\$66,628	\$74,031
Dispatch - Advanced	Police	\$61,487	\$58,193	\$65,468	\$72,742
Utility Service Worker	Utilities	Multiple	\$62,300	\$67,454	\$72,607
Fire Executive Administrative Assistant	Fire	\$69,667	\$55,622	\$63,965	\$72,307
Police Executive Administrative Assistant	Police	\$69,667	\$55,622	\$63,965	\$72,307
Information Technology Technician	IT Services	Multiple	\$54,000	\$62,101	\$70,201
Crime Analyst	Police	\$68,869	\$59,291	\$64,080	\$68,869

SCHEDULE A - FULL-TIME NON-REPRESENTED EMPLOYEES

Position Title	Department	Salary as of 1/1/2024	Minimum Salary	Midpoint	Maximum Salary
Accounts Payable Clerk	Utilities	\$62,344	\$55,488	\$60,202	\$64,915
Dispatch - Entry	Police	\$54,900	\$51,605	\$58,056	\$64,507
Accounting Associate	Finance	\$54,900	\$48,925	\$56,264	\$63,603
Utility Locator	Utilities	\$60,501	\$51,696	\$56,099	\$60,501
Clerk	Police	\$54,513	\$47,420	\$53,927	\$60,433
Open Records Clerk	Police	\$54,513	\$47,420	\$53,927	\$60,433
Administrative Support Assistant	Admin. Support	\$46,600	\$46,600	\$53,152	\$59,704
Leisure Services Assistant	Administration	\$51,501	\$45,320	\$52,118	\$58,916
Management Assistant	Administration	Vacant	\$45,320	\$52,118	\$58,916
Utility Clerk	Utilities	\$58,810	\$50,625	\$54,718	\$58,810
Clerk (Court)	Muni. Court	Multiple	\$45,698	\$50,512	\$55,326
Utility Custodian	Utilities	\$46,511	\$39,892	\$43,202	\$46,511

* 1/1/2024 salary includes EMT pay at a rate of 2% of their base wage

SCHEDULE B - PART-TIME NON-REPRESENTED EMPLOYEES

Position Title	Minimum Hourly Rate	Midpoint Hourly Rate	Maximum Hourly Rate
Building Inspector (Part-Time)	\$36.429	\$45.715	\$55.000
Mechanic II (Part-Time)	\$24.239	\$29.846	\$35.453
Public Health Nurse / Public Health Specialist	\$30.438	\$31.612	\$32.786
Public Health Assistant	\$24.282	\$27.697	\$31.111
Administrative Support Assistant	\$22.404	\$25.554	\$28.704
Health Department Clerk	\$22.404	\$25.554	\$28.704
Court Liaison	\$23.645	\$24.773	\$25.901
Property and Evidence Clerk	\$23.645	\$24.773	\$25.901
Community Resource Coordinator	\$23.645	\$24.773	\$25.901
Custodian	\$17.201	\$20.211	\$23.221
Regular Laborer & Recycling Yard Attendant	\$16.892	\$19.859	\$22.826
Police Aide	\$18.000	\$19.800	\$21.600
Intern	\$16.000	\$18.400	\$20.800
Fire Department Cadet-Intern	\$15.000	\$16.500	\$18.000
Clerical Help	\$15.000	\$16.500	\$18.000
DPW Worker (Seasonal)	\$15.000	\$16.500	\$18.000

Miscellaneous Employees

Position Title	Minimum Amount	Maximum Amount	Basis
Assistant City Attorney (Part-Time)	N/A	\$884.80	Bi-Weekly
Election Poll Workers	\$10.540	\$14.055	Per Hour
Chief Election Inspector	\$10.540	\$14.055	Per Hour

COMMON COUNCIL REPORT

Item: Adoption of the 2024 Library Salary Resolution

Recommendation: That the Common Council adopt Resolution No. 12450-120523 acknowledging and filing the 2024 calendar year salary grade plan and benefits for Library personnel. The Library Board approved the resolution at the November 9, 2023 meeting.

Fiscal Impact: Allocation has been made in the 2024 Library Budget.

Critical Success Factor(s):

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

Background: Annually, the Oak Creek Public Library Board sets salary increases for their employees.

Options/Alternatives: N/A

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Jill Lininger
Library Director

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments:

- Resolution No. 12450-120523 Acknowledging and Filing the 2024 Calendar Year Salary Grade Plan and Benefits for Library Personnel

RESOLUTION NO. 12450-120523

RESOLUTION ACKNOWLEDGING AND FILING THE
2024 CALENDAR YEAR SALARY GRADE PLAN AND
BENEFITS FOR LIBRARY PERSONNEL

WHEREAS, pursuant to S. 43.58(4), Wisconsin Statutes, the Library Board is authorized and empowered to set and fix the compensation to be paid to the personnel of the Public Library; and

WHEREAS, those affected full-time employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual; and

WHEREAS, the Library Board, in addressing retiree benefits for full-time employees who are eligible for retirement, has authorized those eligible full-time employees to receive the benefits set forth in the current Personnel Manual; and

WHEREAS, full-time employees are entitled to medical insurance. These employees shall contribute ten percent (10%) of the cost of the premium for a single or a family medical plan; and

WHEREAS, the Library Board has also transmitted to the Common Council a Salary Grade Plan for Library Personnel effective January 1, 2024 as listed in Schedule A; and

WHEREAS, Library personnel shall be paid for auto expense at the rate allowed under current IRS regulation per the Travel Policy or shall be assigned City vehicles for their usage. In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive mileage reimbursement a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 to the Human Resources Office.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Salary Grade Plan as hereinabove set forth be and the same is hereby acknowledged and filed.

BE IT FURTHER RESOLVED that the City Clerk be hereby authorized and directed to publish this resolution in the official newspaper as a Class 1 publication for public informational purposes.

This resolution shall take effect and be in force upon its acknowledgement and publication and shall apply as of January 1, 2024.

President, Common Council

ATTEST:

Mayor

City Clerk

VOTE: Ayes: _____ Noes: _____

SCHEDULE A - LIBRARY EMPLOYEES

Position Title	Salary as of 1/1/2024	Minimum Salary	Midpoint	Maximum Salary
Library Director	\$97,168	\$81,873	\$89,521	\$97,168
Assistant Library Director	\$69,458	\$62,662	\$66,074	\$69,485
Access Services Manager	\$69,458	\$62,662	\$66,074	\$69,485
Youth Services Manager	\$65,151	\$62,662	\$66,074	\$69,485
Librarians (Full-Time)	Varies	\$55,588	\$58,370	\$61,151

Position Title	Hourly Rate as of 1/1/2024	Minimum Hourly Rate	Midpoint	Maximum Hourly Rate
Librarians (Part-Time)	\$26.724	\$26.724	\$28.060	\$29.398
Substitute Librarians	\$20.140	\$19.912	\$23.140	\$26.362
Library Administrative Coordinator	\$17.000	\$16.000	\$18.400	\$20.800
Library Desk Clerk	\$17.000	\$16.000	\$18.400	\$20.800
Library Page	\$13.000	\$12.000	\$13.800	\$15.600
Library Shelver	\$13.000	\$12.000	\$13.800	\$15.600

DRAFT

COMMON COUNCIL REPORT

Item: Labor Association of Wisconsin ("LAW") Settlement Agreement

Recommendation: The Personnel & Finance Committee recommends the Common Council adopt Ordinance No. 3088, an Ordinance Confirming Adoption of the Settlement Agreement between the City of Oak Creek and Labor Association of Wisconsin ("LAW") and Fixing the Salary for Members of the Association for the Year 2024.

Fiscal Impact: A cost-of-living adjustment (COLA) of 3.00% effective January 1, 2024 has a total fiscal impact of about \$66,000, including payroll taxes and WRS, for the employees covered by the Settlement Agreement.

Critical Success Factor(s):

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

Background: 2011 WI Act 10 limits non-public safety bargaining units to a one-year labor agreement, and to only negotiate a base wage increase up to a CPI factor determined by the Wisconsin Employment Relations Commission (WERC). CPI for labor agreements beginning January 1, 2024 is 6.26%.

Ordinance No. 3088 and the Settlement Agreement attached to this memo reflects a COLA of 3.00% effective January 1, 2024, which is the same percentage increase as all other non-represented employee groups will receive in 2024.

The Personnel & Finance Committee met on November 8, 2023 and unanimously recommended Common Council approval of the Settlement Agreement.

Options/Alternatives: The Common Council could reject the recommendation of the Personnel & Finance Committee and direct parties to renegotiate the Settlement Agreement.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Ordinance No. 3088
- LAW Settlement Agreement

ORDINANCE NO. 3088

By: _____

AN ORDINANCE CONFIRMING ADOPTION OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF OAK CREEK AND THE LABOR ASSOCIATION OF WISCONSIN ("LAW") AND FIXING THE SALARY FOR MEMBERS OF THE ASSOCIATION FOR THE YEAR 2024

WHEREAS, the Common Council of the City of Oak Creek has adopted the Labor Agreement between the City of Oak Creek and the Labor Association of Wisconsin ("LAW") for the period of January 1, 2024 through December 31, 2024 and wishes to confirm the adoption of said agreement and fix the salary for members of the association.

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 Labor Association of Wisconsin for the period of January 1, 2024 to December 31, 2024, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: Full-time employees are entitled to medical insurance. These employees shall contribute ten percent (10%) of the cost of the premium for a single or a family medical plan.

Position Title	Minimum Hourly Rate	Minimum Salary	Maximum Hourly Rate	Maximum Salary
Account Clerk III	\$21.309	\$44,323	\$30.733	\$63,925
Custodian	\$17.201	\$35,778	\$23.221	\$48,300
Engineering Technician I	\$25.865	\$53,799	\$32.332	\$67,251
Engineering Technician II	\$32.092	\$66,751	\$38.553	\$80,190
Facility Maintenance Technician	\$20.001	\$41,602	\$33.005	\$68,650
Mechanic II, Fabricator/Welder	\$24.239	\$50,417	\$35.453	\$73,742
Chief Mechanic	\$26.261	\$54,623	\$37.268	\$77,517
Public Works Technician	\$22.826	\$47,478	\$25.676	\$53,406
Public Works Advanced Technician	\$26.700	\$55,536	\$31.029	\$64,540
Public Works Specialist	\$32.274	\$67,130	\$34.011	\$70,743

Section 3: AUTO EXPENSE: Personnel or members shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

In order to qualify for the aforementioned auto mileage and/or allowance, employees designed must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability with minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31, or upon policy renewal to the Human Resources Office.

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 upon its passage and publication and shall apply as of January 1, 2024, except where otherwise noted.

Introduced this _____ day of _____, 2023.

Passed and adopted this _____ day of _____, 2023.

President, Common Council

Approved this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

AGREEMENT
BETWEEN
THE CITY OF OAK CREEK

AND

THE LABOR ASSOCIATION OF WISCONSIN, INC.

JANUARY 1, 2024 – DECEMBER 31, 2024

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the following employees of the City:

All regular, full-time employees in the City of Oak Creek Department of Public Works, Engineering Technicians, Facility Maintenance and Custodians in the employ of the City, and excluding all other City Hall, Police or Fire employees, and excluding confidential, supervisory, professional, and managerial employees and excluding any part-time employees of the City. (Recognition/Union description originally based on WERC Decision on May 30, 1972 and City Resolution No. 2707 adopted by Common Council on November 8, 1972.)

ARTICLE II – BASE WAGES

Effective January 1, 2024, employees shall receive a base wage increase of 3.0%.

ARTICLE III – DURATION

This Agreement shall become effective January 1, 2024 and shall terminate at the close of business on the 31st day of December, 2024.

CITY OF OAK CREEK

THE LABOR ASSOCIATION
OF WISCONSIN, INC.

Chairman, Personnel & Finance
Committee

By: _____

Personnel & Finance
Committee Member

By: _____

Personnel & Finance
Committee Member

City Administrator

COMMON COUNCIL REPORT

Item: Establishing the 2024 Fees, Permits and Charges.

Recommendation: That the Common Council adopt Resolution No. 12451-120523, a resolution establishing various fees, permits and charges charged by the City of Oak Creek, effective 1/1/2024.

Fiscal Impact: **Clerk:** The only update to incur a fiscal change would be the Brewery Off-Site Retail Location Administrative Review application. An approximate \$800 increase in revenue collected will offset administrative time and effort with this new process.

Community Development: Permit Fee - For those permit fees that included an administrative fee to be eliminated, Planning is proposing to increase the base fee by the same amount of \$5. This will have a nominal effect as there is no net loss or gain of fees.

BOZA Fee - The fee for the Board of Zoning Appeals / Housing Appeals hearings is proposed to increase by \$50, which will have a positive fiscal impact and bring the fee more in line with costs (although not completely covering costs). It is not anticipated that the increased fee will have a significant effect as there have historically been fewer than 10 cases per year.

Certified Survey Map/Minor Land Division/Lot Line Adjustment - The positive fiscal impact will simply cover the fee that had been absorbed by the City prior to the Milwaukee County Register of Deeds' new digital recording procedure.

Engineering: Proposed fee changes will result in minimal fiscal impact.

Fire: Although the proposed fee increases may result in increased revenue, the increases will be utilized to help offset the increased costs associated with inspection and emergency medical services programming.

Health: There will be minimal fiscal impact as a result of the proposed changes. The increased fees will address the increased staff time spent on annual inspections of pools and water attractions.

Inspection: The permit adjustments will result in a nominal revenue increase annually.

Municipal Court: In a collaborative review, the City Attorney, the Municipal Court and the Police Department made adjustments to the forfeiture schedule proposing minimal increases to put the City more in line with neighboring jurisdictions. The forfeitures imposed by the Municipal Court for violations of the Municipal Code are deposited into the general fund for the City.

Public Works: Fees updated reflect actual current rates needed to recover City costs.

Critical Success	<input type="checkbox"/> Active, Vibrant, and Engaged Community
Factor(s):	<input checked="" type="checkbox"/> Financial Stability and Resiliency
	<input type="checkbox"/> Thoughtful Growth and Prosperous Local Economy
	<input type="checkbox"/> Clean, Safe, and Welcoming
	<input type="checkbox"/> Inspired, Aligned, and Proactive City Organization
	<input type="checkbox"/> Quality Infrastructure, Amenities, and Services
	<input type="checkbox"/> Not Applicable

Background:

City Clerk: Wisconsin State Statute Sec. 126.29(3) (e) provides a licensed brewery to utilize a Brewery Off-Site Retail Location. Breweries are licensed through the Wisconsin Department of Revenue Alcohol & Tobacco Unit. The brewery must submit an application for a secondary location to the Department of Revenue. The Department of Revenue verifies with the municipality whether there are any concerns regarding the location. The brewery is permitted one Off-Site Retail Location per day, each day of the year. The Department of Revenue tracks the location at the State level and the City Clerk tracks for the Municipality. In addition, the brewery is not permitted to operate on an already licensed premise.

As this off-site location is a permitted use by the State, the City must review, track, create a letter for the Department of Revenue and approve the use of the location and/or venue in the City. As opposed to licensed businesses in the City, the City does not receive a value on the business or any permit or license fees. The City Clerk is proposing this fee for the administrative review to operate in the City.

Community Development: Permit Fee – For several years a \$5 administrative fee has been added to the permit applications as stated in the Fee Resolution. For consistency with other permit applications, and to avoid any confusion with processing, Planning is proposing to increase the base permit fee by \$5.

BOZA Fee – Following questions raised earlier this year regarding the assignment of public hearing notice costs to Applicants, it was recommended that the base fee for BOZA applications be increased. This solution was an alternative to the hearing notice billback applied to Plan Commission and Common Council hearings, which developers have been informed of and expect as part of the process. However, BOZA hearings have generally been held for residents more often than for developers, so the potential for confusion on fees is high. This proposal to increase the base fee, which has not been increased in over 10 years despite increases in publication and other costs, attempts to eliminate the confusion while aligning the fee more closely with costs (although not completely covering them).

Certified Survey Map/Minor Land Division/Lot Line Adjustment - The fee for recording Certified Survey Maps (including Minor Land Division/Lot Line Adjustment maps) is acknowledging the required fee from the Milwaukee County Register of Deeds, and assigning that to the requestor. Requestors will still have the option to record the maps at the Milwaukee County Register of Deeds without City involvement. The City has reviewed an average of 11-12 Certified Survey Map/Minor Land Division/Lot Line Adjustment requests over the last four (4) years.

Engineering: Engineering changes were based on a standard increase of \$10 +/- to cover the administration and technology (BS&A online fee) (also included rounding to nearest \$5 increment). Rate changes for personnel reflected the increase in salaries over the last few years (typical change was \$5 with exception of City Engineer which was \$10).

Fire: The Oak Creek Fire Department is proposing 2024 fee increases based on criteria that includes increases in compensation for personnel and rising supply costs.

Fire inspection fees will be raised 13% to account for the wage increase for the Administrative Lieutenant of Inspection position, as well as for fire inspection equipment cost increases. This translates to a \$2.71 (15-minute inspection) to \$9.10 (1-hour inspection) increase for a typical inspection. Separate cost tables for re-inspections

and pre-occupancy inspections were removed and incorporated into the general fire inspection table. Fire protection plan review fees were increased minimally, and the schedule of reviews was consolidated to allow for clearer classifications of review types.

Fees for emergency medical service patient transport services, supplies, and procedures will increase by 2.6%; this rate increase was obtained through consideration of the Ambulance Inflation Factor (AIF), and other recent increases in costs for medical care commodities.

Health: General Health Department fees have been added to the fee resolution. Previously, these fees were listed on a separate fee schedule that was sent to Council for review as needed. We are transitioning these fees to the annual Fee Resolution, which eliminates the need for a separate review and approval process. These fees are determined based on the cost of the item and/or Health Department staff time involved in providing the service.

A new category, "Simple: Processes TCS or Non-TCS Foods, less than \$25,000 Sales," was added for food makers making less than \$25,000 annual food sales. This allows the Department to charge small food makers a fee that is more aligned with their sales as opposed to charging them the same fee as bigger operations.

The previous "Complex" category was split into two separate categories, "Complex: Annual Food sales less than \$500,000" and "Complex: Annual Food sales greater than \$500,000." This allows the Department to charge a fee that is better aligned with annual sales amounts.

An Operating without a License Fee was added for Hotels, Motels, and Tourist Rooming Houses, which aligns with fees charged by the Department of Agriculture, Trade, and Consumer Protection (DATCP).

Fees for Public Swimming Pools and Water Attractions were updated based on the updates made to the ATCP 76 Pool Code in 2023. With these updates, DATCP changed the structuring of fees for licensing based on complexity and risk assessment for the pool/water attraction. The majority of the pool licenses in Oak Creek are for basic pools (Simple), which will have an annual fee increase of \$10. Whirlpools and water attractions are licensed higher in complexity due to more risk and time involved in an inspection.

Inspection: Inspection Services proposes adjusting several Building Inspection and Electrical Permit fees. Proposed fee adjustments were based on re-evaluation of the collective staff effort related to each permit; and on review of six neighboring municipality fees and the WIA's recommended fees. Proposed Oak Creek permit fees are not highest, nor the lowest of the six municipalities reviewed in this analysis. With that, Oak Creek fee schedule is back in line with what it needed to cover current staff effort of plan review, permit issuance and inspections.

Municipal Court: Court fees were last updated in in 2020 for the 2021 budget, becoming effective 1/1/2021. At that time it had been many years since we had reviewed and updated any municipal fines and we were able to show how the City of Oak Creek municipal fines were the lowest in the county. At that time we made minimal adjustments, with the plan to review these every 2-3 years to make sure we were maintaining appropriate fines compared to our neighboring jurisdictions. We pushed the review to three (3) years and again looked at our comparable neighboring jurisdictions. We were again the bottom of the fines in the county, and upon review, made minor increases to ensure we continue to have a fine that is both fair and lead to corrective behaviors moving forward. For instance parking citations from \$22 to \$25 and our median fine of \$345 to \$360.

Public Works: Proposed fee increases are due to increased costs.

Options/Alternatives: The Council could choose to approve / not approve all, none, or a selection of proposed fee changes.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



Darcy DuBois
Public Health Officer

Approved:



Catherine A. Roeske
City Clerk

Approved:



David Stecker
Police Chief

Approved:



Matthew J. Sullivan, P.E.
City Engineer

Fiscal Impact:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



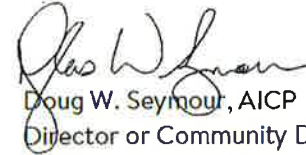
Michael Kressuk, Jr.
Fire Chief

Approved:



Alice A. Rudebusch
Municipal Judge

Approved:



Doug W. Seymour, AICP
Director of Community Development

Approved:



Matthew J. Trebatoski
Director of Public Works

Attachments: Resolution No. 12451-120523

RESOLUTION NO. 12451-120523

BY: _____

A RESOLUTION ESTABLISHING VARIOUS FEES, PERMITS AND CHARGES
CHARGED BY THE CITY OF OAK CREEK

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that various fees, permits and charges shall be established as follows and shall be effective upon approval by the Common Council:

CITY CLERK'S OFFICE

1. Adult Entertainment Business
Includes: Arcade; Bookstore; Escort; Exotic Dance; Motion Picture Theater; Novelty Store; Video Store; Hotel

New	\$2,800.00
Renewal	\$2,400.00
Manager/Assistant Manager	\$ 100.00
Entertainer	\$ 300.00
Part Time/Full-Time Employees	\$ 100.00

2. Amusement Operator and Devices

Operator	\$ 150.00
Each Device	\$ 45.00

3. Arcades

Arcade License (annual)	\$2,000.00
Arcade Operator	\$50.00
Each Device	\$45.00
License Transfer Fee (transfer of location only)	\$50.00
Duplicate license	\$20.00

4. Special Events

Application fee	\$35.00
(plus actual costs for police/ fire /streets)	

5. Auto Salvage Yards \$500.00

6. Cigarette \$100.00

7. Dance Hall \$100.00

8. Landfill License

Original Application Fee	\$1,200.00
Renewal	\$300.00

(Plus actual cost of review, inspection and administration in excess of application fee.)

9.	<u>Kennel</u>	\$100.00	
10.	<u>Mobile Home Park</u>		
	License	\$100.00	annual per each 50 spaces or fraction thereof
	Transfer of License	\$10.00	
11.	<u>Alcohol Beverage</u>		
	Class "A" Fermented Malt Beverage	\$150.00	
	Class "A" Retail Liquor	\$500.00	
	Class "B" Beer	\$100.00	
	Class "B" Retail Liquor	\$500.00	
	Class "C" Wine	\$100.00	
	Wholesale Beer	\$25.00	
	Special Class "B" Beer/Wine	\$10.00	
	Reserve "Class B" One-Time	\$10,000.00	
	Provisional Class "A", Class "B", "Class A", "Class B", Class "C"		\$15.00
	Change of Premises Description	\$25.00	
	<u>Brewery Off-Site Retail Location Administrative Review</u>	<u>\$50.00</u>	
	Publication Fees		
	Renewal	\$10.00	
	Individual	\$20.00	
	Renewal Late Fees		
	Class A, Class B, Class C	\$25.00	
	Class B / Class C	\$25.00	
	Class A Combination	\$100.00	
	Class B Combination	\$100.00	
	Reserve Class B Combination	\$100.00	
12.	<u>Operator (Bartender)</u>		
	Two-year license	**\$100.00	
	**Payment in full required at time of application		
	Refund for Denial	\$25.00	
	Provisional License	\$15.00	
	Duplicate License	\$10.00	
	Temporary License	No Charge	
13.	<u>Pawnbrokers, Secondhand Article & Secondhand Jewelry Dealer</u>		
	Pawnbrokers	\$210.00	
	Secondhand Article Dealers	\$27.50	
	Secondhand Jewelry Dealers	\$30.00	
	Secondhand Article Dealer Mall or Flea Market	\$165.00	
14.	<u>Transient Merchant</u>		
	Business License	Yearly \$375.00	
		Daily \$35.00	
	Each salesperson	\$100.00	

COMMUNITY DEVELOPMENT

1. **Bikeway Fees**
 - a. Bikeway fee for each new residential lot or unit \$ 50.00

2. **Plan Commission**
 - a. Site and building plan review \$850.00
 - b. Landscaping plan review (if separate) \$550.00
 - c. Lighting plan review (if separate) \$550.00
 - d. Sign plan review \$550.00
 - e. Sign appeal \$700.00
 - f. Special Plan Commission meeting \$35.00/citizen member at the meeting
(in addition to required application fee).
 - g. Expedited review fee (additional) 50% (of application fee)

NOTE: Expedited reviews will only be considered where permissible given available staff resources and public notice requirements.

3. **Subdivision Fees**
 - a. Preliminary subdivision plats \$750.00
 - b. Final subdivision plats \$875.00
 - c. Condominium plats \$875.00
 - d. Certified Survey Maps \$525.00
 - e. Affidavit of Correction \$275.00
 - f. Lot Line Adjustment (no new lot created) \$275.00

4. **Tax Increment Financing (TIF) District Financing**
 An initial deposit of \$10,000 shall be required for any request that the City create or amend a Tax Increment Financing (TIF) District. If the new or amended District is not approved, any remaining deposit (after City expenses are deducted) will be disbursed to the applicant. The City may request additional deposit(s) should the City's review costs exceed the initial deposit amount.

5. **Zoning Fees**
 - a. Basic rezoning \$775.00
 - b. Planned Unit Development (PUD) \$1,700.00
 - c. Amendment to Planned Unit Development (PUD) \$1,100.00
 - d. Conditional Use Permit \$1,250.00
 - e. Amendment to Conditional Use Permit \$950.00
 - f. Zoning Text Amendment \$1,000.00
 - g. Temporary use or use approval (Plan Commission) \$600.00
 - h. Temporary use or use approval (Staff) ~~\$505.00~~
 - i. Plan Commission consultation \$400.00
 - j. Zoning Board of Appeals ~~\$250.00~~300.00
 - k. Board of Housing Appeals ~~\$250.00~~300.00
 - l. Zoning Code Letter of Interpretation \$50.00
 - m. Certificate of Zoning Compliance (per address) \$150.00
 - n. Certified Survey Map Recording Fee \$32.25

NOTE: No base fee will be charged for a Certificate of Zoning Compliance that is requested as part of a requirement for a Building Permit or Occupancy Permit.

NOTE: If an applicant withdraws their request after the Plan Commission meeting and prior to the publication of the public hearing notice, the following filing fee refunds will be provided:

Official Map Amendment	\$500.00
Basic Rezoning	\$400.00
Planned Unit Development (PUD)	\$500.00
Amendment to Planned Unit Development	\$450.00
Conditional Use Permit	\$425.00
Amendment of Conditional Use	\$425.00
Zoning Text Amendment	\$400.00

6. Other Fees

a. Official Map Amendment	\$1,000.00
b. Comprehensive Plan Amendment	\$1,000.00
c. Vacation of Right of Way	\$1,000.00
d. Sidewalk Dining Permit	\$ 2530 .00
e. Landscaping Reinspection (per occurrence)	\$ 100.00
f. Temporary Sign Permit (per sign)	\$ 5055 .00
g. Home Occupation Permit (annual)	\$ 2530 .00
h. Donation Drop Box Permit (per box)	\$ 2530 .00
i. Menu Board Permit (up to 4/permit)	\$ 5055 .00
j. Administrative Adjustment (per request)	\$ 100105 .00
k. Publication of Notices	As billed

ENGINEERING

1. Engineering Fees & Erosion Control

- a. \$~~670~~.00 plus \$~~54~~.00 for each 1,000 square feet of land greater than 20,000 square feet.
- b. Service Fees (per hour by position)

City Engineer	\$ 8575 .00
Assistant City Engineer	\$ 7569 .00
Design Engineer, Environmental Engineer	\$ 7065 .00
Civil Engineer, Senior Engineering Technician	\$ 6560 .00
Engineering Technician	\$ 5550 .00

2. Landfill Permits

- a. \$300.00 initial application fee, plus billing of actual costs of review, inspection and administration in excess of application fee.

3. Storm Water Management Permit

- a. \$ 500.00 initial application fee, plus billing actual costs of review, inspection and administration in excess of application fee.
- b. \$ 250.00 green infrastructure permit application fee.

4. Street Permits & Fees

- a. Excavation permits (Street cuts): ~~\$7585.00~~ for first 100 feet plus \$710.00 per every additional 100 feet or fraction thereof.
- b. Driveway approach permit: \$ ~~6070.00~~
- c. Street or other right-of-way (ROW) vacation: \$575.00
- d. Official map amendment: \$775.00
- e. House moving permit: \$250.00
- f. Temporary work encroachment within public right-of-way permit:
 - 1. One or Two-Family Residential Streets
 - i. Sidewalk encroachment only (7 days or less): \$ ~~4555.00~~
 - ii. Sidewalk encroachment only (8 to 30 days): \$ ~~110120.00~~
 - iii. Street and sidewalk encroachment (7 days or less): \$ ~~6070.00~~
 - iv. Street and sidewalk encroachment (8 to 30 days): \$ ~~165175.00~~
 - 2. All Other Streets
 - i. Sidewalk encroachment only (7 days or less): \$ ~~8290.00~~
 - ii. Sidewalk encroachment only (8 to 30 days): \$ ~~205215.00~~
 - iii. Street and sidewalk encroachment (7 days or less): \$ ~~109120.00~~
 - iv. Street and sidewalk encroachment (8 to 30 days): \$ ~~273280.00~~
 - 3. The above right-of-way temporary work encroachment permit fee rates shall apply toward the first 100 lineal foot, or fraction thereof, of longitudinal right-of-way affected. For each additional 100 lineal foot segment, or fraction thereof, there shall be an additional 20% of these base rates charged.
- g. Special privilege permit: \$250.00 plus annual fee of \$10.00 per square foot of occupied space in the public right-of-way (prorated based upon term).

FIRE DEPARTMENT

- a. Definitions.
 - 1. **Advanced Life Support (ALS) Services:** An advanced level of pre-hospital and inter-hospital emergency care and non-emergency medical care that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solution, use of adjunctive medical devices, trauma care, on scene care and other authorized techniques and procedures, as provided in rules adopted by the Department of Health Services under Chapter HFS 112.
 - 2. **Advanced Life Support Service, Level 1 (ALS-1):** The provision of ALS Services and/or assessment at a level below that specified for ALS-2 Services in (a)(3), below.
 - 3. **Advanced Life Support, Level 2 (ALS-2):** The provision of ALS Service and/or assessment with treatment including the administration of three or more different medications and the provision of at least one of the following ALS procedures:
 - Manual defibrillation/cardioversion
 - Endotracheal intubation
 - Central venous line insertion
 - Chest decompression
 - Intraosseous line insertion

4. **Basic Life Support (BLS) Services:** A basic level of pre-hospital, on scene care/assistance and inter-hospital non-emergency medical care and emergency care that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures, as provided in rules adopted by the Department of Health Services under Chapter HFS 110.
5. **Department:** The City of Oak Creek Fire Department.
6. **Mileage Fee:** A fee for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to a hospital or medical facility.
7. **Resident:** A person whose primary home address is within the city limits of the City of Oak Creek.
8. **Non-Resident:** A person whose primary home address is not within the city limits of the City of Oak Creek.
9. **Group-1 Drugs:** Acetaminophen, Albuterol, Amiodarone (30 mg), Aspirin, Atropine, Calcium Gluconate, D5W, D10W, Dexamethasone, Dextrose, Diltiazem, Diphenhydramine, Duoneb, Glucose (oral), Nitroglycerine, Normal Saline (bags & carpujet), Zofran Tabs, Zofran IV and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
10. **Group-2 Drugs:** Calcium Chloride, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Norepinephrine, Sodium Bicarbonate and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
11. **Group-3 Drugs:** Fentanyl, Ketamine, Ketorolac, Midazolam, Narcan and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
12. **Specific Drug Group:** Adenosine, Glucagon (up to 1 Mg), Solmedrol (41-125 Mg), EZ-IO, and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.

NOTE: The confidentiality of all patient information shall be maintained pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable Federal and/or State Laws.

b. Advanced Life Support Fees.

1. **Resident Fees:** Every resident of the City of Oak Creek receiving advanced emergency service from the City by way of an advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 ~~\$971.45946.83~~ and ALS-2 ~~\$1063.961,037.00~~ base rate, plus ~~\$143.35139.72~~ for defibrillation, plus ~~\$86.2984.10~~ for IV and supplies, plus ~~\$107.17104.45~~ for intubation, plus ~~\$114.12111.23~~ for ALS supplies, plus ~~\$107.17104.45~~ for oxygen and supplies, plus ~~\$143.35139.72~~ for EKG, plus ~~\$208.76203.47~~ for Spinal Immobilization, plus ~~\$45.9244.76~~ for each drug in Group-1, plus ~~\$52.8951.55~~ for each drug in Group-2, plus ~~\$68.2066.47~~ for each drug in Group-3, plus ~~\$128.04124.80~~ for Adenosine, plus ~~\$257.04250.53~~ for Glucagon, up to 1 Mg, plus ~~\$83.5281.40~~ for Solmedrol, 41-125 Mg, and ~~\$171.19166.85~~ for EZ-IO for the Specific Drug Group, plus ~~\$4.184.07~~ for triage barcode wristbands, plus ~~\$1,683.041,640.39~~ for Cyano-kits, plus ~~\$64.0262.40~~

for CPAP Mask, plus ~~\$83.2781.16~~ for Mechanical CPR, plus ~~\$15.3915.00~~ for disposable tarp. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged ~~\$174.66170.23~~ for non-invasive and invasive treatment plus services and drug group charges noted above.

2. **Non-Resident Fees:** Every non-resident of the City of Oak Creek receiving advanced emergency service from the City by way of advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 ~~\$1,087.101,059.55~~ and ALS-2 ~~\$1,202.751,172.27~~ base rate, plus ~~\$143.35139.72~~ for defibrillation, plus ~~\$86.2984.10~~ for IV and supplies, plus ~~\$107.17104.45~~ for intubation, plus ~~\$114.12111.23~~ for ALS supplies, plus ~~\$107.17104.45~~ for oxygen and supplies, plus ~~\$143.35139.72~~ for EKG, plus ~~\$208.76203.47~~ for Spinal Immobilization, plus ~~\$45.9244.76~~ for each drug in Group-1, plus ~~\$52.8951.55~~ for each drug in Group-2, plus ~~\$68.2066.47~~ for each drug in Group-3, plus ~~\$128.04124.80~~ for Adenosine, plus ~~\$257.04250.53~~ for Glucagon, up to 1 Mg, plus ~~\$83.5281.40~~ for Solmedrol, 41-125 Mg, and ~~\$171.19166.85~~ for EZ-IO for the Specific Drug Group, plus ~~\$4.184.07~~ for triage barcode wristbands, plus ~~\$1,683.041,640.39~~ for Cyano-kits, plus ~~\$64.0262.40~~ for CPAP Mask, plus ~~\$83.2781.16~~ for Mechanical CPR, plus ~~\$15.3915.00~~ for disposable tarp. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged ~~\$245.61239.39~~ for non-invasive and invasive treatment plus services and drug group charges noted above.
3. **Mileage Fees:** Every resident and non-resident shall pay ~~\$24.9021.32~~ for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.

c. Basic Life Support Fees.

1. **Resident Fees:** Every resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of ~~\$740.16721.40~~ base rate, plus ~~\$107.17104.45~~ for oxygen, plus ~~\$86.2984.10~~ for supplies, plus ~~\$34.8033.92~~ for EKG, plus ~~\$208.76203.47~~ for Spinal Immobilization, plus ~~\$83.2781.16~~ for Mechanical CPR, plus ~~\$15.3915.00~~ for disposable tarp. If the Department provides BLS level treatment that does not end in a transport, the patient shall be charged ~~\$165.64161.44~~ plus service charges noted above.
2. **Non-Resident Fees:** Every non-resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of ~~\$904.42881.50~~ base rate, plus ~~\$107.17104.45~~ for oxygen, plus ~~\$86.2984.10~~ for supplies, plus ~~\$34.8033.92~~ for EKG, plus ~~\$208.76203.47~~ for Spinal Immobilization, plus ~~\$83.2781.16~~ for Mechanical CPR, plus ~~\$15.3915.00~~ for disposable tarp. If the Department provides BLS level treatment that does not end in a transport, the patient shall be charged ~~\$214.54209.10~~ plus service charges noted above.
3. **Fees for Transfer Services:** In all cases where the ambulance service of the City is requested to transfer an Oak Creek resident from a hospital in Milwaukee County to a nursing facility in Milwaukee County or to the resident's home in Oak Creek, such person shall pay a base rate of ~~\$511.69498.72~~, plus ~~\$107.17104.45~~ for oxygen, plus ~~\$86.2984.10~~ for consumables, plus ~~\$34.8033.92~~ for EKG's, plus ~~\$208.76203.47~~ for Spinal Immobilization, plus ~~\$15.3915.00~~ for disposable tarp. All transfers shall be and are limited to Oak Creek residents.

4. **Mileage Fees:** Every resident and non-resident shall pay ~~\$24.9021.32~~ for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.
- d. Hazardous materials. Replacement of cost of any extinguishment agent, neutralizers, chemicals or materials. Any person, firm or corporation shall reimburse the City for personnel costs, equipment expenses and replacement costs of any extinguishing agent, chemical, neutralizer, or materials used in the extinguishment, confinement, neutralizing or cleanup of any flammable or combustible liquid, gas, solid or any hazardous material or chemical involved in any fire or accidental spill.
- e. False alarm. Any person, firm or corporation having a fire alarm, smoke detector or any other type of alarm, and the alarm calls for response from the Fire Department, shall not be charged a fee for the first 1-3 alarms within one calendar year but shall be charged \$50.00 per alarm for 4-7 alarms within one calendar year and \$200.00 per alarm for 8 or more alarms within one calendar year.
- f. Nuisance fire alarms. Any person, industry, commercial establishment, railroad, apartment house complex or other who shall cause nuisance fires (multiple rubbish fires, grass fires, etc.) shall be liable for the sum of \$300.00 per hour or fraction thereof.
- g. Fire Protection and plan review fees.
- | | |
|---|-------------------------|
| 1. Sprinkler review | \$85.0084.49 |
| 2. All underground plan | \$85.0084.49 |
| 3. Fire alarm system | \$85.0084.49 |
| 4. Hood systems | \$42.24 |
| 5.4. Dry chemical systems | \$85.0084.49 |
| 6.5. Special systems | \$85.0084.49 |
| 7. Final Occupancy | \$63.38 |
| 8.6. Minor Sprinkler Modification | \$75.0065.00 |
| 9.7. Minor Fire Alarm Modification | \$75.0065.00 |
- h. Rescue Services. Any person, firm, contractor, or corporation requiring rescue services beyond the capacity of the Fire Department, shall reimburse the City for personnel costs, equipment and supplies, and outside rescue services.
- i. Fireworks Permit. An approved permit is required to display professional fireworks in the City of Oak Creek and must be obtained through the City Clerk's office. There shall be a permit fee of \$200 per hour, for a minimum of two hours, paid in advance to the Fire Department. A fire engine with two personnel and Battalion Chief are required to standby.
- j. Fire Inspection Fees.
1. Fire Inspection, Reinspection and Pre-Occupancy fees are as follows, each level is based on the estimated time in minutes to conduct such inspections:

Inspection Type	Estimated Time in Minutes	Fee
Level 1	0-15	\$23.5620.85
Level 2	16-30	\$42.0837.24
Level 3	31-45	\$60.6153.64

Level 4	46-60	\$79.1270.02
Level 5	61-75	\$116.18102.81
Level 6	76-90	\$134.68119.19
Level 7	each 15-minute increment over 90	\$18.5216.39

2. — Reinspection fees are as follows, as deemed necessary by the Fire Department:

Inspection Type	Estimated Time in Minutes	Fee
Level 1	0-15	\$10.42
Level 2	16-30	\$18.62
Level 3	31-45	\$26.82
Level 4	46-60	\$35.01
Level 5	61-75	\$51.40
Level 6	76-90	\$59.59
Level 7	each 15-minute increment over 90	\$8.20

3. — Pre-occupancy inspection fees are as follows, each level is based on the estimated time in minutes to conduct such

Inspection Type	Estimated Time in Minutes	Fee
Level 1	0-15	\$20.85
Level 2	16-30	\$37.24
Level 3	31-45	\$53.64
Level 4	46-60	\$70.02
Level 5	61-75	\$102.81
Level 6	76-90	\$119.19
Level 7	each 15-minute increment over 90	\$16.39

HEALTH DEPARTMENT

a. Health Department vaccine Fees and Charges shall be established by the ~~Community Public~~ Health Officer according to guidelines adopted by the Board of Health and subject to review by the Board of Health. A list of the fees and charges will be on file in the Health Department office. The ~~Community Public~~ Health Officer shall provide a copy of any change to the vaccine fees to the City Clerk 15 days prior to the effective date of such change. The clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15 days period unless an Alderperson or the Mayor objects in writing in which case the fee change shall be brought before the entire Common Council for consideration and approval.

- b. General Health Department fees
- | | | |
|----|--|----------|
| a) | Short-term Radon Test Kit | \$ 6.50 |
| b) | Long-term Radon Test Kit | \$ 20.00 |
| c) | Small Sharps Container Purchase (non-resident) | \$ 5.00 |
| d) | Small Sharps Container Disposal (non-resident) | \$ 5.00 |
- (free if container was purchased at Health Dept)

e)	Large Sharps Container Purchase (non-resident)	\$ 15.00
f)	Large Sharps Container Disposal (non-resident)	\$ 15.00
	(free if container was purchased at Health Dept)	
g)	Small Medication Lock Box	\$ 17.00
h)	Medium Medication Lock Box	\$ 20.00
i)	Large Medication Lock Box	\$ 30.00
j)	TB Skin Test	\$ 20.00
k)	Pregnancy Test	\$ 20.00

Fee Schedule for Restaurants, Lodging, Campgrounds, Pool/Water Attractions, Tattoo/Body Piercing Establishments, and Retail Food Establishments.

1. **Retail Food Establishments Not Serving Meals**

a) **Prepackaged TCS** (Time/Temperature Control for Safety Foods)

1) Annual License Fee:	\$160.00
2) Pre-inspection Fee:	\$110.00
3) First Re-inspection Fee:	\$ 75.00
4) Subsequent Re-inspection Fee:	\$150.00
5) New Construction Plan Review Fee:	\$ 81.00
6) Remodel/Addition Plan Review Fee:	\$ 49.00
7) Late Fee	\$ 30.00

b) **Simple: Processes TCS or Non-TCS Foods, less than \$25,000 Sales**

1) Annual License Fee:	\$170.00
2) Pre-inspection Fee	\$ 90.00
3) Re-inspection Fee:	\$ 50.00
4) Plan Review Fee	\$ 50.00
5) Late Fee	\$ 30.00

bc) **Simple** (final product is Non TCS)

1) Annual License Fee:	\$212.00
2) Pre-inspection Fee:	\$130.00
3) First Re-inspection Fee:	\$125.00
4) Subsequent Re-inspection Fee:	\$185.00
5) New Construction Plan Review Fee:	\$ 89.00
6) Remodel/Addition Plan Review Fee:	\$ 53.00
7) Late Fee:	\$ 40.00

ed) **Simple TCS**

1) Annual Fee:	\$355.00
2) Pre-inspection Fee:	\$200.00
3) First Re-inspection Fee:	\$150.00
4) Subsequent Re-inspection Fee:	\$225.00
5) New Construction Plan Review Fee:	\$150.00
6) Remodel/Addition Plan Review Fee:	\$ 90.00
7) Late Fee:	\$ 70.00

de) <u>Moderate</u>	
1) Annual Fee:	\$550.00
2) Pre-inspection Fee:	\$310.00
3) First Re-inspection Fee:	\$200.00
4) Subsequent Re-inspection Fee:	\$300.00
5) New Construction Plan Review Fee:	\$300.00
6) Remodel/Addition Plan Review Fee:	\$165.00
7) Late Fee:	\$100.00

ef) <u>Complex: Annual Food sales less than \$500,000</u>	
1) Annual Fee:	\$600.00
2) Pre-inspection Fee:	\$320.00
3) First Re-inspection Fee:	\$200.00
4) Subsequent Re-inspection Fee:	\$300.00
5) New Construction Plan Review Fee:	\$275.00
6) Remodel/Addition Plan Review Fee:	\$165.00
7) Late Fee:	\$100.00

g) <u>Complex: Annual Food sales greater than \$500,000</u>	
1) Annual Fee:	\$1105.00
2) Pre-inspection Fee:	\$ 420.00
3) First Re-inspection Fee:	\$ 250.00
4) Subsequent Re-inspection Fee:	\$ 375.00
5) New Construction Plan Review Fee:	\$ 400.00
6) Remodel/Addition Plan Review Fee:	\$ 240.00
7) Late Fee:	\$ 150.00

fh) <u>Operating Without a License Fee:</u>	\$ 200.00
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2. Retail Food Establishment Serving Meals

a) <u>Prepackaged TCS:</u> (Time/Temperature Control for Safety Foods)	
1) Annual License Fee:	\$260.00
2) Pre-inspection Fee:	\$130.00
3) First Re-inspection Fee:	\$100.00
4) Subsequent Re-inspection Fee:	\$150.00
5) New Construction Plan Review Fee:	\$ 77.00
6) Remodel/Addition Plan Review Fee:	\$ 46.00
7) Late Fee:	\$ 50.00

b) <u>Simple TCS Foods</u>	
1) Annual License Fee:	\$390.00
2) Pre-inspection Fee:	\$205.00
3) First Re-inspection Fee:	\$150.00
4) Subsequent Re-inspection Fee:	\$225.00
5) New Construction Plan Review Fee:	\$150.00
6) Remodel/Addition Plan Review Fee:	\$ 90.00
7) Late Fee:	\$ 75.00

c) <u>Moderate</u>	
1) Annual Fee:	\$550.00
2) Pre-inspection Fee:	\$280.00
3) First Re-inspection Fee:	\$200.00
4) Subsequent Re-inspection Fee:	\$300.00
5) New Construction Plan Review Fee:	\$275.00
6) Remodel/Addition Plan Review Fee:	\$165.00
7) Late Fee:	\$100.00

d) <u>Complex</u>	
1) Annual Fee:	\$705.00
2) Pre-inspection Fee:	\$350.00
3) First Re-inspection Fee:	\$250.00
4) Subsequent Re-inspection Fee:	\$375.00
5) New Construction Plan Review Fee:	\$400.00
6) Remodel/Addition Plan Review Fee:	\$240.00
7) Late Fee:	\$130.00

e) <u>Operating Without a License Fee:</u>	\$749.00
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3. **Transient Retail Food Establishment**

a) <u>Non TCS Food:</u> (Time/Temperature Control For Safety Foods)	
1) Annual Fee:	\$ 80.00
2) Inspection Fee:	\$ 35.00
b) <u>TCS Food</u>	
1) Annual Fee:	\$200.00
2) Inspection Fee:	\$ 60.00
c) <u>Prepackaged TCS Food</u>	
1) Annual Fee:	\$ 60.00
2) Inspection Fee:	\$ 35.00

4. **Mobile Retail Food Establishment Base**

a) <u>No Food Preparation or Processing Activities</u>	
1) Annual Fee:	\$ 60.00
2) Re-inspection Fee:	\$ 50.00
3) Subsequent Re-inspection Fee:	\$ 50.00
4) Late Fee:	\$ 10.00
5) Operating Without a License Fee:	\$100.00

b) **All other base license fees are calculated on the risk category assignment in Table A of ATCP 75 for the activity conducted at the base.**

5. **Micro Market:** An indoor, unstaffed, self service area that is accessible only to persons authorized by the facility and is not accessible to the general public.

1) Single Location Annual Fee:	\$49.00
2) Multiple Locations Same Building Annual Fee:	\$71.00
3) Late Fee:	\$10.00

6.	<u>Operating without a Certified Food Protection Manager Fee</u>	\$150.00
7.	<u>Bed and Breakfast Establishments</u>	
	1) Annual License Fee:	\$255.00
	2) Pre-inspection Fee:	\$204.00
	3) First Re-inspection Fee:	\$134.00
	4) Subsequent Re-inspection Fee:	\$268.00
	5) New Construction Plan Review Fee:	\$150.00
	6) Remodel/Addition Plan Review Fee:	\$ 90.00
	7) Late Fee:	\$ 90.00
8.	<u>Hotels, Motels, Tourist Rooming Houses</u>	
	a) 05-30 Sleeping Rooms.	
	1) Annual License Fee:	\$332.00
	2) Pre-inspection Fee:	\$225.00
	3) First Re-inspection Fee:	\$134.00
	4) Subsequent Re-inspection Fee:	\$268.00
	5) New Construction Plan Review Fee:	\$200.00
	6) Remodel/Addition Plan Review Fee:	\$120.00
	b) 31-99 Sleeping Rooms.	
	1) Annual License Fee:	\$450.00
	2) Pre-inspection Fee:	\$265.00
	3) First Re-inspection Fee:	\$155.00
	4) Subsequent Re-inspection Fee:	\$310.00
	5) New Construction Plan Review Fee:	\$300.00
	6) Remodel/Addition Plan Review Fee:	\$180.00
	c) 100-199 Sleeping Rooms.	
	1) Annual License Fee:	\$545.00
	2) Pre-inspection Fee:	\$325.00
	3) First Re-inspection Fee:	\$175.00
	4) Subsequent Re-inspection Fee:	\$350.00
	5) New Construction Plan Review Fee:	\$425.00
	6) Remodel/Addition Plan Review Fee:	\$255.00
	d) 200 or more Sleeping Rooms.	
	1) Annual License Fee:	\$705.00
	2) Pre-inspection Fee:	\$420.00
	3) First Re-inspection Fee:	\$250.00
	4) Subsequent Re-inspection Fee:	\$500.00
	5) New Construction Plan Review Fee:	\$600.00
	6) Remodel/Addition Plan Review Fee:	\$360.00
	e) Tourist Rooming House (1-4 rooms).	
	1) Annual License Fee:	\$215.00
	2) Pre-inspection Fee:	\$180.00
	3) First Re-inspection Fee:	\$134.00
	4) Subsequent Re-inspection Fee:	\$268.00
	5) New Construction Plan Review Fee:	\$ 77.00
	6) Remodel/Addition Plan Review Fee:	\$ 46.00
	f) Late Fee:	\$ 90.00
	g) Operating without a License Fee	\$749.00

9. **Campgrounds, Recreational and Educational Camps**

a) Campgrounds (1-25 sites).		
1) Annual License Fee:		\$240.00
2) Pre-inspection Fee:		\$175.00
3) First Re-inspection Fee:		\$134.00
4) Subsequent Re-inspection Fee:		\$268.00
5) New Construction Plan Review Fee:		\$200.00
6) Remodel/Addition Plan Review Fee:		\$120.00
b) Campground (26-50 sites).		
1) Annual License Fee:		\$315.00
2) Pre-inspection Fee:		\$225.00
3) First Re-inspection Fee:		\$175.00
4) Subsequent Re-inspection Fee:		\$350.00
5) New Construction Plan Review Fee:		\$250.00
6) Remodel/Addition Plan Review Fee:		\$150.00
c) Campground (51-100 sites).		
1) Annual License Fee:		\$398.00
2) Pre-inspection Fee:		\$275.00
3) First Re-inspection Fee:		\$200.00
4) Subsequent Re-inspection Fee:		\$400.00
5) New Construction Plan Review Fee:		\$300.00
6) Remodel/Addition Plan Review Fee:		\$180.00
d) Campground (101-199 sites).		
1) Annual License Fee:		\$450.00
2) Pre-inspection Fee:		\$325.00
3) First Re-inspection Fee:		\$250.00
4) Subsequent Re-inspection Fee:		\$500.00
5) New Construction Plan Review Fee:		\$350.00
6) Remodel/Addition Plan Review Fee:		\$210.00
e) Campground (200+ sites).		
1) Annual License Fee:		\$500.00
2) Pre-inspection Fee:		\$400.00
3) First Re-inspection Fee:		\$275.00
4) Subsequent Re-inspection Fee:		\$550.00
5) New Construction Plan Review Fee:		\$425.00
6) Remodel/Addition Plan Review Fee:		\$255.00
f) Recreational/Educational Camps.		
1) Annual License Fee:		\$630.00
2) Pre-inspection Fee:		\$500.00
3) First Re-inspection Fee:		\$300.00
4) Subsequent Re-inspection Fee:		\$600.00
5) New Construction Plan Review Fee:		\$550.00
6) Remodel/Addition Plan Review Fee:		\$330.00
g) Late Fee:		\$ 90.00

10. **Special Event Campgrounds**

a)	1-25 sites.	
	1) Annual License Fee:	\$201.00
	2) Pre-inspection Fee:	\$134.00
	3) Re-inspection Fee:	\$134.00
b)	26-50 sites.	
	1) Annual License Fee:	\$237.00
	2) Pre-inspection Fee:	\$134.00
	3) Re-inspection Fee:	\$134.00
c)	51-100 sites.	
	1) Annual License Fee:	\$242.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$134.00
d)	100-199 sites.	
	1) Annual License Fee:	\$247.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$148.00
e)	200 or more sites.	
	1) Annual License Fee:	\$253.00
	2) Pre-inspection Fee:	\$218.00
	3) Re-inspection Fee:	\$162.00
f)	Late Fee:	\$ 25.00

11. **Public Swimming Pools and Water Attractions**

a)	Indoor/Outdoor Swimming Pools or Whirlpools: Simple Pool	
	1) Annual License Fee:	\$330.00 20.00
	2) Pre-inspection Fee:	\$190.00
	3) First Re-inspection Fee:	\$175.00
	4) Subsequent Re-inspection Fee:	\$350.00
b)	Water Attraction with no slides: Simple Pool with Features	
	1) Annual License Fee:	\$355.00 95.00
	2) Pre-inspection Fee:	\$200.00 50.00
	3) First Re-inspection Fee:	\$200.00
	4) Subsequent Re-inspection Fee:	\$400.00
c)	Water Attraction with up to 2 slides per basin: Moderate Pool/Whirlpool	
	1) Annual License Fee:	\$365.00 430.00
	2) Pre-inspection Fee:	\$250.00 275.00
d)	Additional Slide, in excess of 2 per basin.	
	1) Annual License Fee:	\$199.00
	2) Pre-inspection Fee:	\$100.00
d)	Moderate Pool/Whirlpool with Features	
	1) Annual License Fee:	\$390.00
	2) Pre-inspection Fee:	\$260.00
e)	Complex Pool/Whirlpool	
	1) Annual License Fee:	\$400.00
	2) Pre-inspection Fee:	\$275.00
f)	Complex Pool/Whirlpool with Features	
	1) Annual License Fee:	\$410.00
	2) Pre-inspection Fee:	\$285.00

g)	First Re-inspection Fee:	\$175.00
h)	Subsequent Re-inspection Fee:	\$250.00
ei)	Late Fee:	\$ 90.00
j)	Operating without a License Fee:	\$749.00

12. **Tattooing and Body Piercing.**

a)	Tattoo or Body Piercing Establishment.	
1)	Annual License Fee:	\$325.00
2)	Pre-inspection Fee:	\$204.00
3)	First Re-inspection Fee:	\$134.00
4)	Subsequent Re-inspection Fee:	\$268.00
5)	New Construction Plan Review Fee:	\$ 97.00
6)	Remodel/Addition Plan Review Fee:	\$ 58.00
7)	Late Fee:	\$ 90.00
b)	Combined Tattoo/Body Piercing Establishment.	
1)	Annual License Fee:	\$355.00
2)	Pre-inspection Fee:	\$261.00
3)	First Re-inspection Fee:	\$221.00
4)	Subsequent Re-inspection Fee:	\$295.00
5)	New Construction Plan Review Fee:	\$119.00
6)	Remodel/Addition Plan Review Fee:	\$ 71.00
7)	Late Fee:	\$ 90.00
c)	Temporary Tattoo or Body Piercing Establishment.	
1)	License Fee (per event up to 7 days):	\$155.00
2)	Late Fee:	\$ 25.00
d)	Temporary Combined Tattoo/Body Piercing Establishment.	
1)	License Fee (per event up to 7 days):	\$178.00
2)	Late Fee:	\$ 25.00

13. **School Food Service Facilities**

a)	Full Kitchen.	
1)	Inspection Fee:	\$267.00
2)	Pre-inspection Fee:	\$250.00
3)	First Re-inspection Fee:	\$300.00
4)	Subsequent Re-inspection Fee:	\$450.00
5)	New Construction Plan Review Fee:	\$275.00
6)	Remodel/Addition Plan Review Fee:	\$165.00
b)	Food Reheat - Satellite.	
1)	Inspection Fee:	\$191.00
2)	Pre-Inspection Fee:	\$190.00
3)	First Re-inspection Fee:	\$200.00
4)	Subsequent Re-inspection Fee:	\$300.00
5)	New Construction Plan Review Fee:	\$150.00
6)	Remodel/Addition Plan Review Fee:	\$ 90.00
c)	Late Fee:	\$ 90.00

14.	Duplicate Permit Fee:	\$ 10.00
15.	Operating Without a Body Art Practitioner License Fee:	\$150.00
16.	Consultation Fee:	\$127.00
17.	Sanitary Inspection of Bars without Food Service Fee	\$ 60.00

INSPECTION

Building Code Permits

- a. Plan Examination.
 - 1. One & two family residence: \$~~200~~250.00
 - 2. One & two family additions and alterations: \$~~75~~90.00
 - 3. Building plans other than one and two family residence will be charged per Oak Creek form OCSBD 118.
 - 4. Heating plans other than one and two family will be charged per Oak Creek form OCSBD 118.
 - 5. Residential accessory building 240 square feet or more: \$~~50~~60.00
 - 6. Plan Examiner may reduce or waive fees for Items 2. and 5. above when limited or no architectural plans are required.
 - 7. Review of plans approved by State of Wisconsin
 - i. Less than 100,000 sq. ft.: \$250.00
 - ii. Greater than 100,000 sq. ft.: \$500.00
 - 8. Decks: \$~~50~~60.00
- b. Residence-one & two family, multi-family, hotels, motels, or additions thereto:
\$~~35~~40/sq. ft (minimum fee \$~~50~~60.00).
- c. Wisconsin uniform building permit seal. State charge plus \$5.00.
- d. Commercial, retail, office or institutional (i.e. schools, churches, hospitals, etc.):
\$~~30~~40/sq. ft (minimum fee \$~~50~~60.00).
- e. Manufacturing, industrial & utilities (office areas to be included under 4):
\$.30/sq. ft. (minimum fee \$~~50~~60.00).
- f. Residential accessory building & garage in excess of 120 sq. ft.:
\$~~25~~30/sq. ft. (minimum fee \$~~50~~60.00).
- g. Agriculture Building. \$~~25~~30/sq. ft. (minimum fee \$~~50~~60.00).
- h. All other buildings, structures, alterations, repairs, signs and paving where not listed as category:
\$~~10~~12.00 for each \$1,000.00 estimated value or fraction thereof (minimum fee: \$~~50~~60.00).
- i. Permit to start construction of footings and foundation. \$~~200~~300.00
- j. Heating, incinerator units, wood burning appliance, fireplace:
\$~~55~~60.00 /Unit, up to and including 150,000 input BTU units.
Additional fee of \$~~10~~15.00/each 50,000 BTUs or fraction thereof.
- k. Air conditioning.
 - 1. Wall unit: \$~~15~~60.00
 - 2. Other than wall unit: \$~~55~~60.00/unit up to 3 tons or 36,000 BTUs.
Additional fee of \$~~5~~10.00/each ton or 12,000 BTUs or fraction thereof.
- l. Heating & air conditioning distribution systems:
\$~~2,002.25~~/100 sq. ft. of conditioned area with a \$~~25~~150.00 minimum.
- m. Exhaust system over 1,000 cfm. \$~~25~~150.00 per unit.
- n. Occupancy permit.
 - 1. Residential: \$50.00/unit
 - 2. Commercial & Industrial (new or change of use): \$~~100~~150.00
 - 3. Temporary Use (i.e. tent): \$40.00 each
- o. Decks \$100.00
- p. Fences, pools (in-ground/above ground/spas). \$~~50~~60.00

- q. Wrecking or razing. Building Inspector may waive fee if structure is condemned:
 - \$~~0510~~/sq. ft. \$95.00 minimum. \$500.00 maximum.
- r. Moving buildings over public ways. \$~~200~~250.00
- s. Fuel tanks. \$20.00/tank for installation and removal for review of tank location only.
- t. Special inspections and reports. \$100.00
- u. Double fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- v. Failure to order inspection: \$~~50~~60.00
- w. Re-inspection fee: \$~~55~~60.00
- x. Building permit fees may be refunded (except plan examination fees and Wisconsin Uniform Building Permit Seal fee) upon good cause shown as to nonuse thereof and within a reasonable time after payment, provided that the minimum fee of \$~~50~~60.00 shall not be refundable.
- y. Minimum for any permit: \$~~55~~60.00

NOTE: Fees based on square footage shall include all floor areas (including crawl space) measured to outside wall dimensions and will be rounded to nearest whole dollar amount.

NOTE: Total fees shall be rounded up to the next whole dollar.

Electrical Code Permits

The minimum fee for any permit shall be \$~~6050~~.00. Where additional permits by the same license on the same job are necessary and the nature of the work is the same as that of the original permit, the minimum fee shall not apply. The term "outlet" as used in this subsection shall mean any opening for the connection of current consuming or controlling devices generally. Where outlets are installed in common or "in gang", the outlets shall be counted individually. Fees shall be as follows:

- a. Service-new, replacement, alteration or temporary.
 - \$65.00 each 0-200 amps
 - \$85.00 each 201-1200 amps
 - \$85.00 each greater than 1200 amps.
- b. Feeders, subfeeders, and additional panels each ~~100~~110 amps or fraction thereof: \$40.00 each.
- c. Wireways, busways, under floor raceways or auxiliary gutters. \$1.00/foot.
- d. Generators, transformers, reactors, rectifiers, capacitors, welders, converters, electric furnaces or similar devices. Each unit per kW: \$1.00/kW.
- e. Commercial combination heating & air-conditioning units. \$40.00 each.
- f. Commercial refrigerator units. Each motor compressor unit: \$20.00 each.
- g. Residential air-conditioning. Each motor compressor unit: \$20.00 each.
- h. Gas or oil burners, residential electric furnaces, or conversion of (circle unit type). \$20.00 each.
- i. Electric space heating & baseboard system, per zone control. \$12.00 each.
- j. Electric appliances, commercial and residential [i.e. range, oven, clothes dryer, dishwasher, disposal, water heater; circle unit type(s) or indicate other]. \$10.00 each.
- k. Swimming pools (includes associated wiring & grounding): \$50.00 each.
- l. Hydro-massage tubs, spas, hot tubs, etc. (circle or list type): \$50.00 each.
- m. Fuel dispensers for gasoline, oil, water pumps, or similar units: \$50.00 each.
- n. PV Systems:
 - Residential \$50.00
 - Commercial \$100.00.

- o. Moving picture, X-ray machine, high frequency therapeutic apparatus and similar equipment: \$50.00 each.
- p. Switches, and convenience outlets: \$1.00 each.
- q. Dimmers & rheostats: \$4.00 each.
- r. Lighting fixtures-incandescent medium base, studded lights, festoon lighting, and fluorescent: \$1.00 each.
- s. Area light and standard: \$20.00 each.
- t. HID fixtures (i.e., mercury vapor, sodium, LED etc.): \$5.00 each.
- u. Strip lighting, track lighting, plug-in strip, trolley duct, trolley wire or similar. \$1.00 each strip or 10-foot length.
- v. Audible or visual electric signal or communication devices (i.e., fire alarms, horns, exit lights, door bells, etc.): \$1.00 each.
- w. Power receptacles over 150 Volts: \$8.00 each.
- x. Motors, each motor per HP or fraction thereof: \$1.00 each HP.
- y. Ceiling fan: \$4.00 each.
- z. Signs-electric illuminated (i.e., neon, fluorescent, comb. or other).
Each Sign: \$30.00 each.
- aa To Change, alter, repair or correct an electrical installation where none of the above apply-specify: ~~\$5060.00~~
- bb Re-inspection fee.
Per re-inspection: ~~\$5060.00~~
- cc Failure to call for inspection upon inspection and/or final inspection before occupancy.
Per occurrence: \$75.00
- dd Work started before electrical permit issued. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- ee Refund of fees. That portion in excess of minimum fee is eligible to be refunded to a permit holder, if a request is made in writing, within 45 days of the issuance of such permit, provided that the minimum fee of ~~\$5060.00~~ shall not be refundable.
- ff Minimum for any permit: ~~\$5060.00~~.
- gg Direct reconnection of residential equipment (minimum fee does not apply): \$25.00 each.
- hh Direct reconnection of commercial electrical equipment (minimum fee does not apply): \$30.00 each.

NOTE: Total fees shall be rounded up to the next whole dollar.

Plumbing Code Permits

The schedule of permit fees to be paid at the time the permit is issued shall be as follows:

- a. Connection to main sewer (sanitary), per first 100 feet.
 - 1. Main sewer to property line: ~~\$5060.00~~
 - 2. Property line to structure: ~~\$5060.00~~
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: ~~\$5060.00~~
- b. Connection to main sewer (storm), per first 100 feet.
 - 1. Main sewer to property line: ~~\$5060.00~~
 - 2. Property line to structure: ~~\$5060.00~~
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: ~~\$5060.00~~

- c. Water extension, per first 100 feet.
 - 1. Main sewer to property line: \$5060.00
 - 2. Property line to structure: \$5060.00
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: \$5060.00
- d. Private water system and/or well, new or required inspection: \$20.00 each.
- e. Catch basin, storm or sanitary manholes, condensate pits: \$20.00
- f. Plumbing fixtures and/or fixture connections, range boilers, steamers, water heater (except replacement), etc.: \$1012.00 each.
- g. Automatic washer connection (mandatory in case of all new residence construction): \$1012.00
- h. Replacement fixtures: \$2530.00 (exempt from the minimum \$5060.00 fee).
 - 1. Water heater replacement.
 - 2. Dishwasher or kitchen sink replacement.
 - 3. Toilet and lavatory replacement.
- i. Back flow pressure reducing valve (fee may be waived for existing single family dwellings): \$35.00
- j. Building drain: \$35.00 for first 150 feet
 - 1. each additional 50 feet: \$25.00
- k. Funnel drains: \$1012.00
- l. Condensate pumps: \$1012.00
- m. Grease traps: \$35.00
- n. Lawn sprinkler system: \$45.00
- o. Private sewage disposal system and/or holding tanks (includes state fees for ground water and sanitary permits): \$250.00
- p. Sanitary Permit (**special approval required**; includes state fees for ground water and sanitary permits): \$450.00
- q. Verification of soil test for mound septic tanks: Minimum of \$225.00, not to exceed \$300400.00, per test.
- r. Street cut – See Engineering Section 4.a. (slurry mix backfill) ~~\$60.00 per cut~~ (ENGINEERING DEPARTMENT APPROVAL REQUIRED). See Section 3.40c(32)a.
- r.s. Well operation permit. \$2560.00.
 - 1. Meter Horn and System Separation: \$60.00
 - 2. Operation Permit: \$60.00
- s.t. Work not completed for ordered inspection: \$5060.00
- t.u. Failure to order final Inspection: \$5060.00
- u. Minimum for any permit: ~~\$5060.00~~
- v. Abandonments
 - 1. Sewer: \$40.00
 - 2. Water: \$40.00
 - 3. Private Onsite Wastewater Treatment Systems (POWTS): \$40.00
- v.w. Work started before permit issued. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- w.x. Plumbing permit fees may be refunded upon good cause shown as to nonuse thereof and within a reasonable time after payment provided that the minimum fee of \$5060.00 shall not be refundable.
- y. Wis. Adm. Comm. S. 2.64 regarding plumbing plan review fees and all future amendments, revisions or modifications thereto is hereby adopted by reference.
- x.z. Minimum for any permit: \$60.00

INFORMATION REQUESTS

a. ~~Miscellaneous copies: \$0.10 per page.~~

ab. Open record copies: A requester shall be charged a fee to defray the cost of locating and copying records as follows:

1. The cost of photocopying shall be \$0.10/page for black and white copies and \$0.15/page for color copies.
2. If the form of a written record does not permit copying, the actual and necessary cost of photographing and photographic processing shall be charged.
3. The cost of providing typed verbatim transcripts of an audio taped record shall be the actual cost per hour, plus copy charges of \$0.10~~5~~ per page.
4. If mailing or shipping is necessary for any requested copy or copies, the actual cost thereof shall also be charged. A flat fee of \$35.00 annually shall be charged for mailing Common Council agendas or Common Council proceedings on a regular basis. A flat fee of \$5.00 shall be charged for each complete Common Council or Plan Commission agenda packet requested, plus \$0.15 for each color copy included therein.
5. An archival research deposit of \$15.00, payable in advance, shall be charged for the research and retrieval of records not readily available in the City Clerk's Office and for which the expected total cost would exceed \$50.00. A credit will be applied towards copy costs; if the research and retrieval is less than the deposit, a refund will be issued.
6. The legal custodian shall estimate the cost of all applicable fees and may require a cash deposit adequate to assure payment, if such estimate exceeds ~~\$25.00~~~~5.00~~. This cost does not include redaction.
7. Elected and appointed officials of the City of Oak Creek shall not be required to pay for public records they may reasonably require for the proper performance of their official duties nor shall any charges be required of the local news media.
8. The legal custodian may provide copies of a record without charge or at a reduced charge where he determines that waiver or reduction of the fee is in the public interest.

c. Photographs

1. The cost for Fire Department digital photographs shall be established as .25 cents per copy.

d. Real estate inquiries (Statement of Real Property Status)

Except for local residents requesting a duplicate copy of their personal real estate tax bill, all persons who request the City of Oak Creek to furnish written information as to or copies of:

1. Real estate taxes;
2. Property and Special assessments;
3. ~~Contemplated public improvements~~Inspection information, past 7 years;
4. Sewer or water charges;
5. Flood plain ~~zoning and wetland information;~~
6. Fire Code violations;

7. Or other like inquiries covering a specific parcel of real estate in the City of Oak Creek shall pay the sum of \$550.00, ~~with an additional \$10.00 for rush requests,~~ to the City Treasurer to cover the cost of the investigation and/or processing of such inquiry. Said fee shall be paid at the time of the inquiry or prior to mailing or pickup or faxing of the requested information.

e. Accident reports

See fee schedule under Police Department section.

f. Fire incident reports

The cost for Fire Department incident reports shall be established as \$.25 per page.

g. Audio/Video tapes, film and CD/DVDs

The fee for audio/video tapes, film and CDs or DVDs shall be the actual cost to produce such items, plus the cost of supplies, postage, etc.

h. Tax roll and Assessment Roll

Electronic media: Charge actual costs, \$100.00 minimum.

~~i. Real estate Summary Sheet~~

~~\$10.00.~~

ij. Computer records

1. Miscellaneous computer printouts generated

Charge actual costs

2. Electronic files

Charge actual costs

~~k. Fax transmittals: \$1.00/page long distance \$.50 per page local~~

~~l. City voter records~~

~~Computer printouts: The actual cost to produce or copy each computer printout shall be charged, plus the actual cost of postage and supplies.~~

jm. Large maps / plans / copies

The cost to produce a large map, plan or copy shall be \$4.00 per page

LIBRARY

All patrons shall be charged fees covering the cost of lost and damaged items. In addition, there will be a service charge in the amount of \$3.00 per item.

MUNICIPAL COURT

Code Value	Seq #	Code Text	Scheduled Fine	Proposed (New) Scheduled File	Mandatory Appearance
oc10.	000	Traffic Ordinance Violation	\$0.00	\$0.00	
oc10.101	000	Bicycle Registration - License Required	\$345.00	\$360.00	
oc10.102	000	Bicycle Lighting Equipment Required	\$345.00	\$360.00	
oc10.105	000	Play Vehicles Prohibited On City Street	\$345.00	\$360.00	
oc10.105(a)	000	Regulation of Skateboards or Skates	\$345.00	\$360.00	
oc10.106(a)	000	General Bicycle Regulation - Street Operation	\$345.00	\$360.00	
oc10.108	000	Play Vehicles On Private Property/Public Owned Par	\$345.00	\$360.00	
oc10.121	000	Applicability of Traffic Regulations to Snowmobile	\$345.00	\$360.00	
oc10.122	000	Unattended Vehicles	\$345.00	\$360.00	
oc10.123	000	Snowmobile - Operation on Public Property Prohibit	\$345.00	\$360.00	
oc10.124(a)	000	Snowmobile - Speed in Excess of Posted Limit	\$345.00	\$360.00	
oc10.124(b)	000	Snowmobile - Operation on Sidewalk	\$345.00	\$360.00	
oc10.124(c)	000	Snowmobile - Operation on Private Property	\$345.00	\$360.00	
oc10.124(d)	000	Snowmobile - Operate with less than 3" snow cover	\$345.00	\$360.00	
oc10.124(f)	000	Snowmobile - Hours of Operation	\$345.00	\$360.00	
oc10.141	000	Unauth operation of off-road mv on pub/priv prop	\$345.00	\$360.00	
oc10.141(c)	000	Unauthorized Off-road Operation Prohibited	\$345.00	\$360.00	
oc10.141(c)(1)	000	Unauthorized Off-road Operation of a Motor Vehicle	\$345.00	\$360.00	
oc10.141(c)(2)	000	Operation of Motorized Play Vehicles on Public Pro	\$345.00	\$360.00	
oc10.141(c)(3)a.	000	Motorized Play Vehicles - Operation on Private Pro	\$345.00	\$360.00	
oc10.141(c)(3)b.	000	Unauthorized Off-Road Operation Hours Violation	\$345.00	\$360.00	
oc10.141(c)(3)c.	000	Unauthorized Operation on Streets and Sidewalks	\$345.00	\$360.00	
oc10.141(c)(3)d.	000	Motorized Play Vehicles - Speed in Excess of 25mph	\$345.00	\$360.00	
oc10.141(c)(3)e.	000	Motorized Play Vehicles - With More than 1 Passeng	\$345.00	\$360.00	
oc10.141(c)(3)f.	000	Operation of Motorized Play Vehicles w/o Headgear	\$345.00	\$360.00	
oc10.141(c)(3)g.	000	Operation of Motorized Play Vehicles on Streets	\$345.00	\$360.00	
oc10.141(c)(3)h.	000	Operation of Motorized Play Vehicle Under 12 year	\$345.00	\$360.00	
oc10.141(c)(3)i.	000	Operation of Motorized Vehicles - Excessive Noise	\$345.00	\$360.00	
oc10.141(c)(3)j.	000	Operation of Motorized Play Vehicles in City Parks	\$345.00	\$360.00	
oc10.20(c)(2)	000	Violation of Restrictions on Heavy Traffic on Stre	\$345.00	\$360.00	
oc10.346.55(3)	000	Parking on Posted Private Property w/o Consent	\$22.00	\$25.00	
oc10.40(a)	000	Parking Violation in Posted Street Maintenance Area	\$22.00	\$25.00	
oc10.40(b)	000	Parking Violation Posted Special Event	\$22.00	\$25.00	
oc10.40(c)	000	Parking Violation During Snow Removal/Emergency	\$22.00	\$25.00	
oc10.41(a)(1)	000	Parking - Prohibited Within an Intersection	\$22.00	\$25.00	
oc10.41(a)(10)	000	Parking - Posted No Parking Zone	\$22.00	\$25.00	
oc10.41(a)(11)	000	Parking - No Parking on any Bridge	\$22.00	\$25.00	
oc10.41(a)(12)	000	Parking - Facing the Wrong Way Within Lane	\$22.00	\$25.00	
oc10.41(a)(13)	000	Parking - No Parking in Posted Loading Zone	\$22.00	\$25.00	
oc10.41(a)(14)	000	Parking - Within 4 ft. of private drive or driveway	\$22.00	\$25.00	
oc10.41(a)(15)	000	Parking - In Park After Hours	\$22.00	\$25.00	
oc10.41(a)(16)	000	Parking - Within 15ft. of a Refuse Container	\$22.00	\$25.00	
oc10.41(a)(17)	000	Parking - Withing 65ft. prior to and 15ft. after Public Transit	\$22.00	\$25.00	
oc10.41(a)(2)	000	Parking - Prohibited on a Crosswalk	\$22.00	\$25.00	
oc10.41(a)(3)	000	Parking - Prohibited on a Sidewalk	\$22.00	\$25.00	
oc10.41(a)(4)	000	Parking - Causing a Traffic Obstruction	\$22.00	\$25.00	
oc10.41(a)(5)	000	Parking - Double Parking in Roadway	\$22.00	\$25.00	
oc10.41(a)(6)	000	Parking - Within a Fire Lane	\$22.00	\$25.00	

oc10.41(a)(7)	000	Parking - Posted No Stopping or Standing	\$22.00	\$25.00	
oc10.41(a)(8)	000	Parking - Obstructing or Impeding Traffic	\$22.00	\$25.00	
oc10.41(a)(9)	000	Parking - Within 10ft. of a Fire Hydrant	\$22.00	\$25.00	
oc10.41(b)	000	Parking - In Private Driveway Without Permission	\$22.00	\$25.00	
oc10.41(c)	000	Parking - Block Private Drive, Alley or Fire Lane	\$22.00	\$25.00	
oc10.41(d)	000	Parking - Repair of Vehicle In Public Lot or Street	\$22.00	\$25.00	
oc10.41(e)	000	Sale of Motor Vehicle From Private Residence	\$345.00	\$360.00	
oc10.42	001	Parking - Posted Disabled Vehicles Only	\$99.00	\$104.00	
oc10.43	001	Parking - Leaving Keys in Unattended Vehicle	\$22.00	\$25.00	
oc10.44(a)	000	Parking - Winter (2am-6am M-F 12/01-04/01)	\$22.00	\$25.00	
oc10.44(b)	000	Parking - Winter (2:30am-6am Sat-Sun 12/01-04/01)	\$22.00	\$25.00	
oc10.46	000	Unlawful Removal of Parking Citations	\$345.00	\$360.00	
oc10.47	000	Operating without Valid DL - Private Property	\$345.00	\$360.00	
oc10.48	000	Illegally Parked Vehicle - Red Tag	\$22.00	\$25.00	
oc10.49(b)	000	Speed Limit On School Premises 15 mph	\$345.00	\$360.00	
oc10.49(d)(1)	000	Unsafe Driving On School Premises	\$345.00	\$360.00	
oc10.50	000	Parking - Non-Motorized Vehicles for 24 hours	\$22.00	\$25.00	
oc10.51	000	Compression Brake Use Prohibited on Hwy.	\$345.00	\$360.00	
oc10.60(a)	000	Unnecessary Smoke & Odors Produced	\$345.00	\$360.00	
oc10.60(b)	000	Unnecessary Acceleration/Display of Power Prohibit	\$345.00	\$360.00	
oc10.60(c)	000	Avoidance of Traffic Control Device Prohibited	\$345.00	\$360.00	
oc10.60(d)	000	Operation In Restricted Area	\$345.00	\$360.00	
oc10.60(e)	000	Stopping and Parking In Restricted Area	\$22.00	\$25.00	
oc10.61(a)	000	Pedestrian Failure to Obey Traffic Control Devices	\$345.00	\$360.00	
oc10.61(b)	000	Pedestrian Crossing In Prohibited Area	\$345.00	\$360.00	
oc10.62(a)	000	Operate Motor Vehicle on Pedestrian Ways	\$345.00	\$360.00	
oc10.62(b)	000	Operate MV on Pedestrian Ways; Use of Highways	\$345.00	\$360.00	
oc10.63	000	Railroad Trains Not to Block Crossings	\$345.00	\$360.00	
oc10.64(a)	000	Driving Over Curbing Prohibited	\$345.00	\$360.00	
oc10.64(b)	000	Driving Over Safety Zones or Islands Prohibited	\$345.00	\$360.00	
oc10.65(c)	000	Junked Motor Vehicles Prohibited	\$136.00	\$142.00	
oc10.66	000	Inoperable & Unregistered Vehicle	\$345.00	\$360.00	
oc11.	000	Oak Creek City Ordinance Violation	\$0.00	\$0.00	
oc11.02(a)	000	Attempt to Commit An Act	\$0.00	\$0.00	
oc11.02(b)	000	Parties to Acts: Knowledge	\$0.00	\$0.00	
oc11.100	000	Public Nuisances Prohibited	\$345.00	\$360.00	
oc11.102(g)	000	Noxious Odors	\$345.00	\$360.00	
oc11.102(i)	000	Animals Not To Run At Large	\$172.00	\$180.00	
oc11.125.07(1)	000	Sell or Procure Intoxicant for Underage Person	\$206.00	\$216.00	
oc11.125.07(2)	000	Sale of Alcohol to Intoxicated Person	\$206.00	\$216.00	
oc11.125.07(3)	000	Permit Underage Person to Consume on Premises	\$206.00	\$216.00	
oc11.125.07(4)(b)	000	Possess Intoxicant by Juvenile (13-14)	\$45.00	\$47.00	Yes
oc11.125.07(4)(b)	001	Possess Intoxicant by Juvenile (15-16)	\$109.00	\$114.00	Yes
oc11.125.07(4)(b)	002	Possess Intoxicant by Juvenile (15-16) 2nd	\$206.00	\$216.00	Yes
oc11.125.07(4)(b)	003	Possess Intoxicant by Underage Adult (17-22)	\$206.00	\$216.00	
oc11.125.07(4)(b)	004	Possess Intoxicant by Underage Adult (17-22) 2nd	\$345.00	\$360.00	
oc11.125.07(4)(b)	005	Possess Intoxicant by Underage Adult (17-22) 3rd	\$483.00	\$506.00	
oc11.125.07(4)(b)	006	Possess Intoxicant by Underage Adult (17-22) 4th+	\$760.00	\$794.00	
oc11.125.085(3)	000	Makes/Alters/Duplicates Official ID Card	\$275.00	\$288.00	
oc11.125.68(8)	000	Sale From Original Container - Diluted Liquor	\$345.00	\$360.00	
oc11.134.66(2)	000	Retail Sale of Tobacco to Minor	\$345.00	\$360.00	
oc11.167.10	000	Fireworks Regulated	\$345.00	\$360.00	
oc11.20(a)	000	Discharge Of Firearms Regulated	\$275.00	\$288.00	
oc11.20(b)	000	Hunting And Trapping Prohibited	\$330.00	\$345.00	

oc11.20(c)	000	Shooting Into City Limits	\$345.00	\$360.00
oc11.20(d)	000	Discharging Explosive Device w/in City Limits	\$345.00	\$360.00
oc11.20(e)	000	Throwing Or Shooting Missiles Prohibited	\$206.00	\$216.00
oc11.20(f)	000	Shooting/Discharging Bow & Arrow or Crossbow	\$345.00	\$360.00
oc11.21(a)	000	Concealed Weapons Prohibited	\$206.00	\$216.00
oc11.21(b)	000	Carrying Concealed Weapon In Public Establishments	\$345.00	\$360.00
oc11.21(d)(1)	000	Possession of Certain Weapons	\$345.00	\$360.00
oc11.21(e)	000	Fixed blade knife longer than 3" long	\$345.00	\$360.00
oc11.22(b)	000	Residential Picketing Prohibited	\$136.00	\$142.00
oc11.23(a)	000	Sale and Discharge of Fireworks Prohibited	\$345.00	\$360.00
oc11.23(d)	000	Certain Fireworks Prohibited on Public Property	\$345.00	\$360.00
oc11.24(a)	000	Obstructing Streets	\$206.00	\$216.00
oc11.24(b)	000	Obstructing Sidewalk Prohibited	\$206.00	\$216.00
oc11.25(a)(1)	000	Loitering on Public Property Prohibited	\$206.00	\$216.00
oc11.25(a)(5)	000	Loitering in/about school	\$206.00	\$216.00
oc11.25(b)(1)	000	Loitering Prohibited - Private Property	\$206.00	\$216.00
oc11.25(c)	000	Loitering or Prowling Prohibited	\$206.00	\$216.00
oc11.25(d)(1)	000	Loitering Prohibited Where Alcohol is Dispensed	\$206.00	\$216.00
oc11.25(d)(1)	000	Loitering By Underage Person	\$206.00	\$216.00
oc11.25(d)(2)	000	Permitting Loitering Where Underage Person Present	\$206.00	\$216.00
oc11.25(e)	000	Soliciting Prostitution	\$206.00	\$216.00
oc11.252.25	000	Violation of Law Relating to Health (1st Offense)	\$275.00	\$288.00
oc11.252.25	000	Violation of Law Relating to Health (2nd Offense)	\$412.00	\$432.00
oc11.252.25	000	Violation of Law Relating to Health (3rd+ Offense)	\$550.00	\$576.00
oc11.254.92	000	Possession of Cigarettes by Juvenile	\$206.00	\$216.00
oc11.26(a)(1)	000	Loud and Unnecessary Noise Prohibited	\$206.00	\$216.00
oc11.26(b)	000	Unreasonably Loud Noise Regulated	\$206.00	\$216.00
oc11.26(c)(2)	000	Loud & Unnecessary Noise - Sound	\$206.00	\$216.00
oc11.26(c)(3)	000	Loud & Unnecessary Noise - Animals	\$206.00	\$216.00
oc11.26(c)(4)	000	Loud & Unnecessary Noise - Vehicle	\$206.00	\$216.00
oc11.27	000	Trespass	\$345.00	\$360.00
oc11.28	000	Defecating Or Urinating In Public	\$206.00	\$216.00
oc11.29(a)(1)	000	Unauthorized Presence on School Property	\$345.00	\$360.00
oc11.29(c)	000	Loitering Near School Prohibited	\$345.00	\$360.00
oc11.29(d)	000	Possession of Intoxicants on School Property	\$345.00	\$360.00
oc11.29.288	000	Throwing Refuse in Waters	\$345.00	\$360.00
oc11.30(a)	000	Failure To Obey Officer- Lawful Order	\$345.00	\$360.00
oc11.30(b)	000	Resisting or Interfering With An Officer	\$413.00	\$432.00
oc11.31(a)	000	Possession of Controlled Substances	\$345.00	\$360.00
oc11.31(b)(1)	000	Possession of Marijuana	\$240.00	\$263.00
oc11.32	000	Crossing a Police Line	\$345.00	\$360.00
oc11.323.28	000	Failure to Comply with Emergency Management Order	\$206.00	\$216.00
oc11.33(a)(1)	000	Misuse of Emergency Number - Intent/not exist	\$345.00	\$360.00
oc11.33(a)(2)	000	Misuse of Emergency Number - Intent/not related	\$345.00	\$360.00
oc11.33(b)	000	Misuse of Emergency Number - Parental Responsibili	\$345.00	\$360.00
oc11.33(c)	000	Misuse of Emergency Number	\$345.00	\$360.00
oc11.34(a)(1)	000	Hotel Registration Required	\$345.00	\$360.00
oc11.35	000	Sale of Motor Vehicle From Private Residence	\$345.00	\$360.00
oc11.37	000	Synthetic Marijuana	\$240.00	\$251.00
oc11.38	000	Possession of Weapons in City Buildings Prohibited	\$345.00	\$360.00
oc11.39	000	City Employee Carrying Weapon During Work	\$345.00	\$360.00
oc11.40	000	Criminal Damage or Theft of Property Prohibited	\$345.00	\$360.00
oc11.41(a)	000	Littering Prohibited	\$206.00	\$216.00
oc11.41(c)	000	Illegal dumping	\$206.00	\$216.00

oc11.41(d)(1)	000	Placing Handbills in Public Prohibited	\$206.00	\$216.00	
oc11.41(d)(2)	000	Unlawful to leave handbills, advertising material	\$206.00	\$216.00	
oc11.42	000	Abandoned Refrigerators Prohibited	\$206.00	\$216.00	
oc11.43	000	Library Book Violation	\$136.00	\$142.00	
oc11.44	000	Violation of Cemetery Regulations	\$345.00	\$360.00	
oc11.45	000	Damage to Public Property	\$345.00	\$360.00	
oc11.46(a)	000	Issuance of Worthless Checks	\$345.00	\$360.00	
oc11.47	000	Regulation Of Smoking	\$136.00	\$142.00	
oc11.47(d)(2)	000	Smoking Prohibited In/On School Property	\$136.00	\$142.00	
oc11.48	000	Vandalism - Graffiti Related	\$345.00	\$360.00	
oc11.60(b)	000	Permitting Underage Person Where Alcohol Dispensed	\$345.00	\$360.00	
oc11.61(a)	000	Use of Alcohol Beverage on Public Property w/o CC	\$136.00	\$142.00	
oc11.61(b)	000	Use of Alcohol Beverage on Public Property	\$136.00	\$142.00	
oc11.779.02(5)	000	Theft by Contractor	\$345.00	\$360.00	
oc11.80(a)	000	Curfew Violation	\$136.00	\$142.00	
oc11.80(c)	000	Curfew Violation - Parental Responsibility	\$136.00	\$142.00	
oc11.82	000	Possession of Drug Paraphernalia by Minor	\$206.00	\$216.00	
oc11.83(a)	000	Contributing to Truancy	\$345.00	\$360.00	
oc11.83(b)(1)	000	Parent Liability for Truancy	\$510.00	\$535.00	Yes
oc11.83(c)(3)	000	Truancy	\$136.00	\$142.00	
oc11.83(c)(4)	000	Habitual Truant	\$136.00	\$142.00	Yes
oc11.84(a)	000	Unlawful Sheltering of Minors	\$345.00	\$360.00	
oc11.85(b)(1)	000	Sale of Spray Paint/Wide Tip Markers to Minors	\$345.00	\$360.00	
oc11.85(b)(2)	000	Possession of Spray Paint/Markers by Minor	\$206.00	\$216.00	
oc11.86(c)	000	Parental Responsibility for Juvenile Misconduct	\$345.00	\$360.00	
oc11.939.05(2)(b)	000	Aiding and Abetting	\$413.00	\$432.00	
oc11.940.19(1)	000	Battery - Simple Assault	\$413.00	\$432.00	
oc11.941.01	000	Negligent Operation of a Vehicle	\$275.00	\$288.00	
oc11.941.10	000	Negligent Handling of Burning Materials	\$206.00	\$216.00	
oc11.941.12	000	Interfering with Firefighting	\$136.00	\$142.00	
oc11.941.13	000	Intentionally Sounding a False Alarm	\$345.00	\$360.00	
oc11.941.20	000	Reckless Use of Weapon	\$413.00	\$432.00	
oc11.941.23	000	Carrying a Concealed Weapon	\$413.00	\$432.00	
oc11.941.235	000	Carrying a Firearm in a Public Building	\$413.00	\$432.00	
oc11.941.316	000	Intentionally abuses a Hazardous Substance	\$345.00	\$360.00	
oc11.941.36	000	Fraudulent Tapping of Electric/Gas/Water	\$345.00	\$360.00	
oc11.941.37	000	Obstruct Emergency or Rescue Personnel	\$413.00	\$432.00	
oc11.942.05	000	Opening Letters without Consent	\$345.00	\$360.00	
oc11.943.11	000	Entry into Locked Vehicle	\$345.00	\$360.00	
oc11.943.125	000	Entry into Locked Coin Box	\$345.00	\$360.00	
oc11.943.15	000	Entry into Locked Site	\$345.00	\$360.00	
oc11.943.21	000	Fraud on Restaurant or Innkeeper	\$345.00	\$360.00	
oc11.943.22	000	Use of Cheating Tokens	\$345.00	\$360.00	
oc11.943.23	000	Operating Vehicle without Owner's Consent	\$345.00	\$360.00	
oc11.943.34(1)	000	Receiving Stolen Property	\$345.00	\$360.00	
oc11.943.37	000	Alteration of Property ID Marks	\$345.00	\$360.00	
oc11.943.38(3)	000	Forgery	\$345.00	\$360.00	
oc11.943.41	000	Credit Card Crimes	\$345.00	\$360.00	
oc11.943.46	000	Theft of Cable Services	\$206.00	\$216.00	
oc11.943.50	000	Retail Theft	\$275.00	\$288.00	
oc11.943.55	000	Removal of a Shopping Cart	\$345.00	\$360.00	
oc11.943.61	000	Theft of Library Material	\$345.00	\$360.00	
oc11.944.15	000	Fornication	\$275.00	\$288.00	
oc11.944.17	000	Sexual Gratification	\$275.00	\$288.00	

oc11.944.20	000	Lewd and Lascivious Behavior	\$345.00	\$360.00
oc11.944.21	000	Obscene Material or Performance	\$206.00	\$216.00
oc11.944.23	000	Making Lewd, Obscene or Indecent Drawings	\$206.00	\$216.00
oc11.944.30	000	Prostitution	\$413.00	\$432.00
oc11.944.31	000	Patronizing Prostitutes	\$413.00	\$432.00
oc11.944.33	000	Pandering	\$413.00	\$432.00
oc11.944.36	000	Solicitation of Drinks Prohibited	\$413.00	\$432.00
oc11.945.02	000	Gambling	\$345.00	\$360.00
oc11.945.03	000	Commercial Gambling	\$760.00	\$794.00
oc11.945.04	000	Permit Premises Use for Commercial Gambling	\$760.00	\$794.00
oc11.946.40	000	Refuse to Aid Peace Officer	\$206.00	\$216.00
oc11.946.41	000	Resisting or Obstructing an Officer	\$413.00	\$432.00
oc11.946.42	000	Escape	\$760.00	\$794.00
oc11.946.44	000	Assist or Permit Escape	\$345.00	\$360.00
oc11.946.65	000	Obstructing Justice	\$345.00	\$360.00
oc11.946.66	000	False Complaints of Police Misconduct	\$345.00	\$360.00
oc11.946.69	000	Falsely Act as Public Officer/Employee	\$345.00	\$360.00
oc11.946.70	000	Impersonating a Peace Officer	\$345.00	\$360.00
oc11.946.72	000	Tampering with Public Records/Notices	\$345.00	\$360.00
oc11.947.01	000	Disorderly Conduct	\$275.00	\$288.00
oc11.947.012	000	Unlawful Use of Telephone	\$345.00	\$360.00
oc11.947.0125	000	Unlawful Use of Computerized Communication Systems	\$345.00	\$360.00
oc11.947.013	000	Harassment	\$345.00	\$360.00
oc11.947.015	000	Bomb Scares	\$760.00	\$794.00
oc11.947.06	000	Unlawful Assembly	\$206.00	\$216.00
oc11.948.40	000	Contribute to Delinquency of a Child	\$206.00	\$216.00
oc11.951.02	000	Mistreating Animals	\$240.00	\$251.00
oc11.961.573(1)	000	Possess Drug Paraphernalia	\$240.00	\$251.00
oc11.961.573(2)	000	Possess Drug Paraphernalia - Under 17	\$206.00	\$216.00
oc12.01(c)(1)	000	Parks - Littering Prohibited	\$136.00	\$142.00
oc12.01(c)(10)	000	Parks - Speed in excess of 10mph in City Park	\$136.00	\$142.00
oc12.01(c)(11)	000	Parks - Glass Beverage Bottles in Parks Prohibited	\$136.00	\$142.00
oc12.01(c)(12)	000	Parks - Reckless Driving Prohibited	\$136.00	\$142.00
oc12.01(c)(13)	000	Parks - Parking in Unauthorized Areas	\$22.00	\$25.00
oc12.01(c)(14)	000	Parks - Riding Horses in Parks	\$136.00	\$142.00
oc12.01(c)(15)	000	Parks - Removing Tree Protectors Prohibited	\$136.00	\$142.00
oc12.01(c)(16)	000	Parks - Golfing Prohibited Except In Designated A	\$136.00	\$142.00
oc12.01(c)(17)	000	Parks - No Shooting of Arrows Except in Designated	\$136.00	\$142.00
oc12.01(c)(18)	000	Parks - Use of Parks Areas W/O Payment of Park Fee	\$136.00	\$142.00
oc12.01(c)(19)	000	Parks - Possession or Discharge of Any Weapon Proh	\$136.00	\$142.00
oc12.01(c)(2)	000	Parks - Bill Posting Prohibited	\$136.00	\$142.00
oc12.01(c)(20)	000	Parks - Cleaning Fish in Non-Designated Areas Proh	\$136.00	\$142.00
oc12.01(c)(21)	000	Parks - Controlled Substances in parks Prohibited	\$136.00	\$142.00
oc12.01(c)(22)	000	Parks - Vendors In Parks Required to be Licensed	\$136.00	\$142.00
oc12.01(c)(23)	000	Parks - No Alcoholic Beverage w/o Permit	\$136.00	\$142.00
oc12.01(c)(24)	000	Parks - Violation of Posted Prohibited Activities	\$136.00	\$142.00
oc12.01(c)(25)	000	Parks - Regulations on Park Hours	\$136.00	\$142.00
oc12.01(c)(26)a	000	Parks - Permit Required for Public Assemblies	\$136.00	\$142.00
oc12.01(c)(26)b	000	Parks - Interference With Park Permittee	\$136.00	\$142.00
oc12.01(c)(26)c	000	Parks - Permittee Interference With Persons in Park	\$136.00	\$142.00
oc12.01(c)(28)	000	Parks - Fishing Violations	\$136.00	\$142.00
oc12.01(c)(28)d	000	Parks - Boats Prohibited in City Parks	\$136.00	\$142.00
oc12.01(c)(29)	000	Parks - Unreasonably Loud Noise Prohibited	\$136.00	\$142.00
oc12.01(c)(3)	000	Parks - Throwing Stones and Missiles Prohibited	\$136.00	\$142.00

oc12.01(c)(30)	000	Parks - Smoking Prohibited in all Park Buildings	\$136.00	\$142.00
oc12.01(c)(32)	000	Parks - Interference With Park Employees	\$136.00	\$142.00
oc12.01(c)(4)	000	Parks - Removal of Park Equipment Prohibited	\$136.00	\$142.00
oc12.01(c)(5)	000	Parks - Trapping	\$136.00	\$142.00
oc12.01(c)(6)	000	Parks - Making of Fires	\$136.00	\$142.00
oc12.01(c)(7)	000	Parks - Protection of Park Property	\$136.00	\$142.00
oc12.01(c)(8)	000	Parks - Motorized Vehicles on Non-Parking Areas	\$136.00	\$142.00
oc12.01(c)(9)	000	Parks - No Snowmobiles Shall Operate in City Parks	\$136.00	\$142.00
oc12.02	000	Parks - Remote Controlled Air Vehicles Prohibited	\$136.00	\$142.00
oc12.03	000	Parks - Damage to Turf Prohibited	\$345.00	\$360.00
oc13.09(5)	000	Erosion and Sediment Control Plan	\$345.00	\$360.00
oc15.12(a)	000	Building Permit Required	\$345.00	\$360.00
oc15.12(b)(1)a	000	Permit Required - Structure	\$345.00	\$360.00
oc15.12(D)(4)	000	Failure to Establish Lawn on Property	\$345.00	\$360.00
oc15.300	000	Maintain exterior of property to be safe/clean/san	\$345.00	\$360.00
oc15.48	000	Electrical Inspections	\$345.00	\$360.00
oc15.50(a)	000	Electrical Contractor License Required	\$345.00	\$360.00
oc15.51(a)	000	Electrical Permit Required	\$345.00	\$360.00
oc15.69	000	Private Sewage System	\$1,111.00	\$1,160.00
oc15.69(c)(1)a	000	Private Sewage System - Install without Permit	\$1,111.00	\$1,160.00
oc15.69(i)	000	Private Sewage System - Failing Private System	\$1,111.00	\$1,160.00
oc16.07(a)(b)	000	Requirements for Safe and Sanitary Maintenance	\$345.00	\$360.00
oc16.09(j)	000	Grading, Landscaping and Drainage of Premises	\$345.00	\$360.00
oc16.09(k)	000	Maintenance of Orderly Premises	\$345.00	\$360.00
oc17.0224(6)	000	Use Restrictions - Christmas Tree Sales	\$345.00	\$360.00
oc17.0224(d)(8)	000	Use Restrictions – Violation of Permit	\$345.00	\$360.00
oc17.0307	000	Single family housing - more than 2 people non-related to owner	\$345.00	\$360.00
oc17.0315	000	Outdoor storage in B-4 district	\$345.00	\$360.00
oc17.0403(f)(2)	000	Driveway surface to be asphalt/concrete	\$345.00	\$360.00
oc17.0405(a)(1)	000	Car & Truck Parked on Front Yard/Lawn	\$345.00	\$360.00
oc17.0405(a)(5)	000	Parking semi in res dist w/o access to Class A Hwy	\$345.00	\$360.00
oc17.0405(b)(2)	000	Boat & Trailer Parked on Front Lawn of Property	\$345.00	\$360.00
oc17.0405(c)	000	Limit 1 rec veh in res dist-Not [Greater Than] 8.5'w/13'hi/32'	\$345.00	\$360.00
oc17.0405(g)	000	Parking Semi in Residential Zoning District	\$345.00	\$360.00
oc17.0501(a)	000	Accessory use of a property - outdoor storage	\$345.00	\$360.00
oc17.0501(b)(1)	000	Accessory structures in front yard	\$345.00	\$360.00
oc17.0501(d)(2)(j)	000	No Ad shall be placed containing property address	\$345.00	\$360.00
oc17.0704(b)	000	On Premise Signs Permitted w/o Permit	\$345.00	\$360.00
oc17.0706	000	On Premise Signs Permitted w/o Permit	\$345.00	\$360.00
oc17.0707	000	Off Premise Signs	\$345.00	\$360.00
oc17.0709(d)	000	Temporary Banners & Construction Signs	\$345.00	\$360.00
oc6.23(a)	000	Obstructions and Encroachments Prohibited	\$345.00	\$360.00
oc6.24	000	Snow and Ice Removal	\$136.00	\$142.00
oc6.60	000	Driveway Approaches and Sidewalks	\$345.00	\$360.00
oc7.02(a)	000	Sale of Cigarettes without License	\$345.00	\$360.00
oc7.101	000	Parking Outside of Mobile Home Parks	\$345.00	\$360.00
oc7.101(b)(1)	000	Mobile Home Park License Required	\$345.00	\$360.00
oc7.140	000	Transient Merchant License Required	\$330.00	\$345.00
oc7.160(a)	000	License Required for Certain Athletic Events	\$345.00	\$360.00
oc7.188(a)	000	False Alarms	\$345.00	\$360.00
oc7.20(b)(1)	000	Amusement Device License Required	\$345.00	\$360.00
oc7.20(b)(2)	000	Amusement Operator's License Required	\$345.00	\$360.00
oc7.20(b)(3)	000	Amusement Machine License Required	\$345.00	\$360.00
oc7.200(a)(1)	000	License Required Public Dance Halls	\$345.00	\$360.00

oc7.200(2)	000	License Required Tavern Dance Halls	\$345.00	\$360.00	
oc7.202(a)	000	License Required Auto Salvage Yards	\$345.00	\$360.00	
oc7.203(5)(a)(1)	000	Adult Entertainment License Required	\$345.00	\$360.00	
oc7.204(3)	000	Escort License Required	\$566.00	\$593.00	
oc7.21(c)	000	Amusement Arcade License Required	\$345.00	\$360.00	
oc7.23(a)	000	Arcade Business Operation Violation	\$345.00	\$360.00	
oc7.40(e)	000	Dog Running at Large Prohibited	\$172.00	\$180.00	
oc7.40(g)	000	Vicious Dog Prohibited	\$275.00	\$288.00	
oc7.41(a)(3)	000	Harboring Vicious Animals Prohibited	\$345.00	\$360.00	
oc7.41(b)	000	Quarantine for Rabies	\$345.00	\$360.00	
oc7.42	000	Animals Biting Persons Requirements	\$345.00	\$360.00	
oc7.43	001	Opening Door to Allow Dog At Large	\$160.00	\$167.00	
oc7.44	002	Limitation of Three Dogs on Premises	\$345.00	\$360.00	
oc7.45	000	Dog Litter	\$345.00	\$360.00	
oc7.46(a)	000	Injury to Property By Animals	\$345.00	\$360.00	
oc7.46(b)	000	Barking Dogs and Crying Cats	\$345.00	\$360.00	
oc7.46(c)(6)	000	Trapping of Animals Prohibited on Public Property	\$345.00	\$360.00	
oc7.47(a)(1)	000	Possession and Sale of Protected Animals	\$345.00	\$360.00	
oc7.47(c)	000	Keeping of Wild Animals Prohibited	\$345.00	\$360.00	
oc7.47(c)(21)	000	Wild Animal Prohibited - Wolf Hybrids	\$345.00	\$360.00	
oc7.47(c)(8)	000	Wild Animals Prohibited - Snakes	\$345.00	\$360.00	
oc7.48(1)	000	Dangerous Animals Restricted	\$345.00	\$360.00	
oc7.49(a)	000	Licensing of Cats Required	\$345.00	\$360.00	
oc7.61	000	Operate kennel without permit	\$345.00	\$360.00	
oc7.81	000	Sale of Alcohol without License	\$345.00	\$360.00	
oc7.89	000	Liquor License Closing Hours Violation	\$345.00	\$360.00	
oc8.03(e)(1)	000	Human Health Hazards Prohibited	\$345.00	\$360.00	
oc8.04	000	Deposit of Deleterious Substances	\$345.00	\$360.00	
oc8.08(b)	000	Failure to Eliminate Rodent Harborage	\$345.00	\$360.00	
oc8.10(b)(1)(a)	000	Operate Business without State Permit/Certificate	\$345.00	\$360.00	
oc8.10(f)(1)	000	Operate Mobile Food Establishment without License	\$345.00	\$360.00	
oc8.10(m)(1)	000	Fail to Properly use Disposable Gloves	\$345.00	\$360.00	
oc8.21	000	Storage Of Polluting Substances	\$345.00	\$360.00	
oc8.23(e)4.	000	Illicit Discharges and Connections	\$345.00	\$360.00	
oc8.41(f)	000	Solid Waste - Trash Container Storage/Placement	\$206.00	\$216.00	
oc8.46(a)	000	Scavenging Prohibited	\$206.00	\$216.00	

FACILITY RENTALS

Facility Rental fees shall be established and set according to guidelines adopted by the Parks and Recreation Commission and subject to review by the Parks and Recreation Commission. A list of the fees and charges will be on file in the City Clerk's Office. A copy of any change to the fees shall be provided to the City Clerk 15 days prior to the effective date of such change. The Clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15-day period unless an Alderperson or the Mayor objects in writing, in which case the fee change shall be brought before the entire Common Council for consideration and approval.

POLICE DEPARTMENT

- a. Bicycles
 - 1. Bicycle license - \$3.50, non-expiring
 - 2. Replacement bicycle license - \$2.00
- b. Alarm Permit Fees
 - 1. Alarm devices (except police console connected) – no fee
 - 2. Alarms connected to police consoles - \$100.00 initial installation
- c. Police False Alarm Charges - Annually
 - 1. 1-3 alarms – no charge
 - 2. 4-7 alarms - \$50.00 per alarm
 - 3. 8 or more alarms - \$200 per alarm
- d. Fingerprint Service
 - 1. Fingerprint Service - \$10.00 fee per individual
- e. Warrant Service Charge
 - 1. Processing service- \$25.00 fee per transaction
- f. Preliminary Breath Test Administration (conditions set by court or P&P)
 - 1. \$10 fee per individual per administration

g. Open Records Requests

Hard Copies	<u>Includes any paper records provided by:</u> - Copying a paper record - Printing an electronic record	\$0.10 per page (Black & White) \$0.15 per page (Color) <i><u>In rare instances, specialized skills, equipment, or technology, may result in additional copy costs</u></i>
Electronic Copies	<u>Includes any electronic records provided by:</u> Email, PDF, DVD, CD, OneDrive (file sharing) or any other electronic format	
	<u>Paper to Digital:</u> Includes scanning physical records to digital format <u>Digital to Physical:</u> Includes copying digital records to a physical format	CD/DVD (each): \$0.40 OneDrive: - Minimum (less than 1GB) \$1.00 - 1GB but less than 5GB \$5.00 - 5GB or more \$10.00
Accident Reports	Any MV4000 or MV4000e report, not to include any additional incident or supplement reports (either physical or digital format)	Flat fee of \$1.00 (each)
Location Fees	May only be imposed if the cost of location is \$50 or more. Includes searching for and identifying responsive records, but does not include redaction	Will be calculated at the hourly pay rate (including fringe benefits) of the person(s) locating records multiplied by the actual time expended to locate those records.
Shipping	Flat fees for shipping of any physical reports, documents or physical formats; that will not ship in a regular standard United States Postal Service envelope for regular 1st class shipping	Medium Envelope: \$1.50 Large Envelope: \$3.00 Regular USPS Mailer: \$5.00 Large USPS Mailer: \$10.00

PUBLIC WORKS

a. Driveway Culvert Installation

Driveway culvert installation charges for labor and material provided by the City of Oak Creek shall be determined on a front foot basis in the following manner:

1. 12", 15" or 18" Culvert: ~~\$44.00~~~~38.00~~ /foot plus cost of a pipe.
2. 21", 24" or 30" Culvert: ~~\$57.00~~~~57.00~~ /foot plus the cost of pipe.
3. 36", 42" or 48" Culvert: ~~\$84.00~~~~73.00~~ /foot plus the cost of pipe.
4. 54", 60" or 72" Culvert: ~~\$103.00~~~~90.00~~ /foot plus cost of pipe.

b. Equipment Rental Charges

1. The fee schedule for equipment will reflect the actual costs per hour to use various pieces of equipment in the Street Department inventory, and will be established using the equipment cost comparison agreement between the State of Wisconsin and Milwaukee County Department of Public Works. A complete schedule of equipment and fees shall be maintained at the Street Department.

2. The fee for labor to operate rented equipment shall be:
 - a. Technician: ~~\$43.3438.25~~ per hour.
 - b. Advance Technician: ~~\$49.3143.88~~ per hour.
 - c. Specialist: ~~\$52.9650.07~~ per hour.
 - d. Mechanics: ~~\$54.6951.88~~ per hour.
 - e. Foreman: ~~\$56.2953.69~~ per hour.
 - f. Chief Mechanic: ~~\$56.7753.81~~ per hour
- c. Freon disposal fee. \$15.00 for disposal of refrigerators, air conditioners, freezers and dehumidifiers.
- d. Mulch. \$25.00 delivery charge.
- e. Special Pick-ups: \$ 50.00 for a special pick up.
- f. Tires: \$3.00 per tire.
- g. Televisions: \$20.00 per television.
- h. Weed Cutting: \$100/per hour

TOURISM

Tourism Fees shall be established and set according to guidelines adopted by the Tourism Commission and subject to review by the Tourism Commission. A list of the fees and charges will be on file in the City Clerk's Office. A copy of any change to the fees shall be provided to the City Clerk 15 days prior to the effective date of such change. The Clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15-day period unless an Alderperson or the Mayor objects in writing, in which case the fee change shall be brought before the entire Common Council for consideration and approval.

TREASURER'S OFFICE

Animals

- a. Dog Annual License Fee
 1. \$12.00 if the owner provides certification by a veterinarian that the dog has been spayed or neutered.
 2. \$24.00 if the dog is fertile.
 3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year
- b. Cat Annual License Fee
 1. \$12.00 if the owner provides certification by a veterinarian that the cat has been spayed or neutered.
 2. \$24.00 if the cat is fertile.

3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year.
- c. Late Annual License Fee
1. \$ 6.00 for a dog or cat that has been spayed or neutered.
 2. \$12.00 for a dog or cat that is fertile for animals not licensed prior to April 1 of that year; the annual license is acquired after thirty (30) days of occupancy in the City; or the annual license is obtained after the dog or cat is over five (5) months old.
- d. Impound Fee
1. \$15.00 for each day or fraction thereof.

Treasurer Service Fees

A charge of \$25.00 per check shall be charged to recover all reasonable costs and expenses in connection with the collection of a worthless check which is returned to the City from a financial institution for nonpayment.

NON-DEPARTMENT SPECIFIC

Technology Fee

~~A charge of \$5 per permit, or invoice that is generated from the Financial/Inspection software.~~

WEIGHTS AND MEASURES

According to Section 98.04 (2), Wis. Stats., the City of Oak Creek may recover an amount not to exceed the cost of fees for weights and measures inspection work by assessing fees on the persons who receive the services rendered. Fees for weights and measures services provided by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection are as follows and shall be billed by the City on an annual basis:

- a. \$20.00 each ~~device inspection-small capacity scale, meter or liquid measuring device (LMD)~~
- b. \$50.00 each ~~large-heavy~~ capacity scale
- c. \$20.00 each commodity inspection
- d. \$20.00 each scanner test

BE IT FURTHER RESOLVED that the schedule of fees, permits and charges may be amended from time to time by resolution of the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this ___ day of ___ 20 ____.

Passed and adopted this ___ day of _____, 20 ____.

President, Common Council

Approved this ___ day of _____, 20 ____.

Mayor

ATTEST:

City Clerk

Vote: _____ Noes _____

COMMON COUNCIL REPORT

Item: Defining responsibilities of the Celebrations Commission.

Recommendation: Following discussion on responsibilities the Common Council confers on the Celebrations Commission, Common Council can consider the appointments as noted on the subsequent agenda item(s).

Fiscal Impact: n/a

Critical Success Factor(s):

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

Background: While the potential Common Council action this evening revolves around appointments to, and responsibilities of, the Celebrations Commission, staff has been tasked with taking a comprehensive look at capacity issues and work efficiencies in the City organization. The adopted 2023-2027 Strategic Action Plan includes the following goals and objectives relevant to this conversation:

Inspired, Aligned, and Proactive City Organization:

>>Implement a reorganization plan that optimizes alignment, capacity-building, and business resilience.

Active, Vibrant, and Engaged Community:

>>Formalize the City's central communications and brand management function;

>>Grow community events and social gatherings that bring our diverse residents and visitors together;

>>Organize and staff City tourism, marketing, and community promotion functions.

Prior to 2015, the City managed relatively few recurring community events. Because of the evolution of DTS, the Farmers Market, establishing a Tourism Commission, and additional events the Celebrations Commission pursued, the City is putting better structure in place for managing events. Structure will allow the City to implement the above SAP goals, and many others. All of the new activity has added significant work for the organization, and capacity has not been built to meet needs. The various component parts that make up City events and programs are not structured as efficiently as they could be.

Specific to the Celebrations Commission: the City established a "Fourth of July Commission" in 1975. The duties outlined were to "supervise the annual Fourth of July celebration or any other celebration authorized and/or directed by the Common Council". In 1987, a new ordinance created a "Celebrations Commission" and the duties outlined remain unchanged from the former Fourth of July Commission. The Common Council recently adopted Charter Ord. No. 17 on September 19, 2023, which included the following language

in Sec. 2.71 (b) Powers and Duties: "The Celebrations Commission shall coordinate and supervise the annual Fourth of July celebration and any other celebration authorized and/or directed by the Common Council. The Commission is authorized to expend funds allocated to it by the annual budget of the Common Council." Staff searched for any Common Council actions (since 2010) that authorized or directed the Commission to manage additional events or activities and no approvals were found. In addition to the Fourth of July celebration, the Commission has initiated various additional events, activities, and offerings over the last several years.

Celebrations Commission members (past and present) are volunteers, generous with their time, and provide a great service. A community can never have too much volunteer spirit. However, to implement the SAP objectives, the City will provide a better structure events management, event fundraising/sponsorship, and general resource coordination through a central Marketing and Public Relations Department. Having a specific and consistent role for the Celebrations Commission moving forward is an important part of establishing this new management structure.

The following changes could ensure a more pro-active versus reactive mode for staff, and afford more efficient management of City resources and work flow, while also availing Celebrations Commission members opportunities for volunteering with other community events and programs:

- 1) Common Council should affirm the Commission's sole responsibility is the Fourth of July celebration, as set forth in City ordinance.
- 2) The appointed Alderperson and staff member (presumably, the staff member overseeing other events) will provide connectivity and City resources to the Commission for execution of the Fourth of July celebration. The Alderperson would ensure any other events and activities are not added without Common Council approval. In short, the Commission plans, leads, and manages the Fourth of July celebration with City staff support;
- 3) City events staff would serve as lead for all other City-sponsored events. Staff would keep the Commission apprised of event plans and where Commission volunteers would be helpful in ensuring events are successful. In short, City staff plans, leads, and manages all other City events with Commission volunteer support as it suits the individual members regarding their time;
- 4) The Commission would not be tasked with specific fundraising responsibilities or expectations. Staff will centrally manage fundraising and will include the Fourth of July celebration as a sponsorship opportunity when fundraising. Fundraising processes and coordination will be the responsibility of the City staff.

The above clarity would provide for central brand management and events marketing, consistent work flows, central finance functions and risk mitigation, and provide continuity as Commission members and certain staff change over time, among other benefits.

Note: the Commission has already planned events/activities for 2024 in addition to the Fourth of July. The Common Council could allow these to go on as planned. Any events calendared past the 2024 Fourth of July celebration should require Common Council authorization per City Ordinance. City staff will re-examine the and determine how best handle that from a tourism and staffing standpoint moving forward.

Options/Alternatives: The above background and potential new framework can be shaped differently in a number of ways at the Common Council's direction.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

COMMON COUNCIL REPORT

Item: 2024 Regular Combined Council meeting dates

Recommendation: That the Common Council consider a motion to approve the 2024 Regular Combined Common Council meeting dates.

Fiscal Impact: None.

Critical Success Factor(s):

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

Background: Per Oak Creek Municipal Code, Section 2.28(b) regular meetings of the Common Council shall be held on the first and third Tuesdays of each calendar month, at a time not earlier than 6:00 p.m., or as otherwise scheduled by the Common Council.

The last scheduled meeting of the 2023 calendar year will occur on December 19. There are six working days in between that meeting and the first meeting in January, which, due to the New Years' holiday schedule, would be moved to Wednesday, January 3.

In recent past, the Council had vacated the first meeting in January. We are again proposing the vacation of this meeting as well as the July 2 Council meeting .

Options/Alternatives: The Council could choose to vacate/not vacate the proposed meeting vacations of January 3 and July 2, 2024.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: 2024 Schedule of Regular Combined Common Council Meetings

2024

Common Council

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30


December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4


** The City designates 10 holidays per calendar year. NYE, 2023 is observed on 1/2/24.

** January 1, 2025 is shown on this calendar as the 1st holiday of 2025,

Common Council Dates - 

Election Dates - 

National Night Out - 

Holiday - 



COMMON COUNCIL REPORT

Item: Case 721G Wheel Loader and Snow Plow Replacement Purchase

Recommendation: That the Common Council consider a motion to purchase a new Case 721G Wheel Loader with Snow Plow and Accessories from Miller-Bradford & Risberg, Inc. in the amount of \$305,346.00.

Fiscal Impact: This equipment replacement was approved with the 2024 CIP Budget for \$316,000.

The following quotes were received:

Miller-Bradford & Risberg, Inc. \$305,346.00

Sourcewell Bid Pricing \$314,667.00

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

Background: This unit will replace our existing undersized 521 wheel-loader with a more heavy-duty 721 loader with plow wing. The upgraded equipment will allow us to utilize it in the winter for snow plowing and removal operations, especially on new roundabouts, DTS, and cul-de-sacs. The weight of the machine and increased horsepower will allow us to push and move snow more effectively. The larger bucket capacity will improve the ability to lift heavier and larger quantities of materials and/or objects, making it more efficient.

Options/Alternatives: Retain existing small loader as backup to our other heavy-duty loader for limited operations. Or, possibly lease to own at an interest rate of approximately 6.25%, which would lower initial up-front cost, but extend the payments over multiple budgets (3-5 years).

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Matthew J. Trebatoski
Director of Public Works

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller



Corporate Office:
 W250 N6851 Hwy 164
 P.O. Box 904
 Sussex, WI 53089

TO: CITY OF OAK CREEK

DATE: 11/22/23

REFERENCE: WHEEL LOADER AND SNOW PLOW
 QUOTE NUM: 11172304Q-1

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	NEW CASE 721G WHEEL LOADER	
	424224 4-speed Transmission	
	782122 Limited Slip Differentials	
	482585 Cooling System w/Reversing Fan	
	734152 Enhanced Cab Comfort	
	734154 Enhanced Visibility Bundle	
	424223 Ejector Type Precleaner	
	734009 3.0 cu. Yd 106.3" bkt w/CNH Coupler(ACS)	
	3YR/3000 HOUR WARRANTY	
	3YR/2000 HOUR MAINTENANCE PLAN DONE BY MBR (INCLUDES: FILTERS, FLUIDS, LABOR & TRAVEL)	
	TOTAL	\$ 248,919.00
	HENKE PLOW & WING	
	Henke REL-12: Reversible Plow with 10' Wing	
	TOTAL FOR 721G & HENKE	\$ 46,309.00
	OTHER OPTIONS	
	424225 5-speed Transmission	\$ 2,721.00
	782511 Full Fenders w/RH & LH Steps	\$ 497.00
	734066 Integrated Payload System	\$ 4,717.00
	NOKIAN SNOW TIRES	\$ 7,542.00
	MICHELIN SNO PLUS TIRES	\$ 6,900.00

TERMS: NET DUE UPON DELIVERY
 DELIVERY: TBD


F.O.B.: CITY GARAGE
 EXPIRES: QUOTE GOOD FOR 20 DAYS

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

QUOTATIONS SUBJECT TO CHANGE IN PRICE PRIOR TO SHIPMENT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, AND UNAVOIDABLE DELAYS BEYOND OUR CONTROL.

WRITTEN COPY

SIGNED

Miller-Bradford & Risberg, Inc.

 John Haen
 Territory Manager
jhaen@miller-bradford.com
 (262) 825-6782



Corporate Office:
 W250 N6851 Hwy 164
 P.O. Box 904
 Sussex, WI 53089

TO: CITY OF OAK CREEK

DATE: 11/28/23

REFERENCE: WHEEL LOADER AND SNOW PLOW
 QUOTE NUM: 09062301Q-1

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	NEW CASE 721G WHEEL LOADER	
	ORDER OUT	
	424224 4-speed Transmission	782441 Standard Hydraulic Steering
	782122 Limited Slip Differentials	734055 Joystick with 2 Aux Functions
	482585 Cooling System w/Reversing Fan	782510 Standard Fenders w/LH/RH Steps
	734152 Enhanced Cab Comfort	9420440 20.5R25 L3 Radial (3 pc rim)
	734154 Enhanced Visibility Bundle	482322 Cold Weather package
	424223 Ejector Type Precleaner	782503 Ride Control
	734009 3.0 cu. Yd 106.3" bkt w/CNH Coupler(ACS)	5TH SPOOL HYDRAULICS
	3YR/3000 HOUR WARRANTY	
	3YR/2000 HOUR MAINTENANCE PLAN DONE BY MBR (INCLUDES: FILTERS, FLUIDS, LABOR & TRAVEL)	
	SOURCEWELL CASE 721G TOTAL	\$ 259,109.00
	SOURCEWELL CONTRACT NUM: 032119-CNH	
	SOURCEWELL HENKE PLOW & WING	\$ 45,221.00
	Henke REL-12: Reversible Plow with 10' Wing	
	SOURCEWELL CONTRACT NUM: 080818-HEN	
	SOURCEWELL TOTAL FOR 721G & HENKE	\$ 304,330.00
	OTHER OPTIONS	
	424225 5-speed Transmission	\$ 2,824.00
	782511 Full Fenders w/RH & LH Steps	\$ 513.00
	734066 Integrated Payload System	\$ 4,816.00
	NOKIAN SNOW TIRES	\$ 7,600.00
	MICHELIN SNO PLUS TIRES	\$ 7,000.00


TERMS: NET DUE UPON DELIVERY
 DELIVERY: TBD

F.O.B.: MBR - SUSSEX
 EXPIRES: QUOTE GOOD FOR 15 DAYS

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

QUOTATIONS SUBJECT TO CHANGE IN PRICE PRIOR TO SHIPMENT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, AND UNAVOIDABLE DELAYS BEYOND OUR CONTROL.

WRITTEN COPY

SIGNED 
 Miller-Bradford & Risberg, Inc.
 John Haen
 Territory Manager
jhaen@miller-bradford.com
 (262) 825-6782

2024 CAPITAL IMPROVEMENT/EQUIPMENT PROGRAM (CIP/CEP)

Department: Public Works	Contact Person: Matt Trebatoski
Request Title: Front-End Loader Replacement	
General Description: Replace existing undersized 521 front-end loader with more heavy-duty 721 loader with plow wing.	
Justification and Intent: Upgraded equipment will allow us to utilize this unit in the winter for snow plowing and removal operations, especially on roundabout, DTS, and cul-de-sacs. The weight of the machine and increased horsepower will allow us to push and move snow more effectively. The larger bucket capacity will improve the ability to lift heavier and larger quantities of materials and/or objects, making it more efficient.	
Description of Alternatives: Retain existing small loader as backup to other heavy-duty loader for limited operations. Or investigate possibility of a lease to own option, which would lower initial up-front cost, but extend the payments over multiple budget years.	
Description of Disposal, if Applicable: Trade-in existing smaller unit or sell on municipal auction. The current loader is a 2014 model, which should yield a decent price. Given recent auction sales of similar equipment, we could expect to receive around \$100,000+/-.	
Impact on other Projects: N/A	
Cost Analysis: (Quotes, estimates, breakdown of potential cost and how you arrived here) \$316,000	
Annual Impact on Operating Budget: (Will we have an additional reoccurring operating cost?) General equipment repair and maintenance. Will be less due to new equipment.	



COMMON COUNCIL REPORT

- Item:** Combination Sewer Jetting/Vac Truck Purchase for Water & Sewer Utility
- Recommendation:** That the Common Council makes a motion to approve the purchase of a combination jetter/vac truck as approved in the 2024 BOPWACA Capital Budget from JWR Inc. in the amount of \$590,500
- Fiscal Impact:** This is an approved 2024 CIP budgeted item with a budget of \$600,000.
- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: This vehicle will be purchased to replace our current 2014 model year Vac-Con combination sewer jetter/vac truck. We use this truck to maintain sewers and during some excavation situations. This specialty vehicle is on a 10-year replacement cycle. With the amount of hours it has accumulated, it has an equivalent to having 266,000 miles.

2024 Vac-Con Titan	\$611,580.00
2024 GapVax MC2008	\$590,500.00
2024 Sewer Equipment Co. of America (SECA)	\$569,437.30

Options/Alternatives: We field tested all of these units. The GapVax truck provides the highest build quality and the highest water capacity (less down-time). It has the quietest operation and is the most user-friendly to operate. The excellent winter recirculation design will be handy for cold weather use. The SECA truck came in cheaper, but had the loudest operating noise level and the front hose reel design was not user friendly. The Vac-Con model was also loud and uses a second engine that requires a different type of fuel and extra maintenance. We could keep maintaining our current unit. Getting this approved in 2023 will prevent paying the 2024 price increase.

Respectfully submitted:



Andrew J. Vickers, MPA
 City Administrator

Prepared:



Darrin Allard
 Distribution Manager

Fiscal Review:



Kristina Strmsek
 Assistant Comptroller

Approved:



Michael J. Sullivan, PE
 Utility General Manager

COMMON COUNCIL REPORT

Item: AT&T Third Amendment to Howell Avenue Water Tower Lease Agreement

Recommendation: That the Common Council adopts Resolution No. 12455-120523, a resolution approving the AT&T third amendment to the Howell Avenue water tower lease. (Tax Key No. 765-9000-000)(1st Aldermanic District)

Fiscal Impact: The lease rent will increase, in 2024, to \$77,000 per year

Critical Success Factor(s):

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

Background: AT&T currently has cellular equipment on the water tower on Howell Avenue. The lease rent will increase as indicated and includes a 4% annual escalator to the rent amount. AT&T is looking to upgrade the cellular equipment on the site as well. The plans for the upgrade will be approved after the lease is executed.

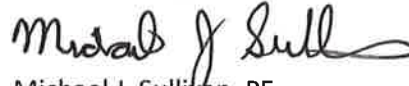
Options/Alternatives: The Council could not renew the lease causing a loss of revenue.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared & Approved:



Michael J. Sullivan, PE
General Manager

Fiscal Review:



Kristina Strmsek
Assistant Comptroller

Attachments: Resolution 12455-120523, ATT Third Amendment to Howell Avenue water tower lease agreement

RESOLUTION NO. 12455-120523

BY: _____

**RESOLUTION FOR APPROVAL OF THE AT&T THIRD AMENDMENT TO THE
HOWELL AVENUE WATER TOWER LEASE AGREEMENT**

(TAX KEY NO. 765-9000-000)

(1ST ALDERMANIC DISTRICT)

WHEREAS, AT&T is requesting the third amendment to the Howell Avenue water tower lease agreement and;

WHEREAS, AT&T desires to upgrade the existing cellular equipment on the Howell Avenue water tower and;

WHEREAS, with this lease amendment the rent shall be increased to \$73,500.57 per year and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the AT&T third amendment to the Howell Avenue water tower lease agreement be granted and the Mayor and City Clerk are hereby authorized to execute the same.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of December, 2023.

Passed and adopted this 5th day of December, 2023.

President, Common Council

Approved this 5th day of December, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Market: WISIL
Cell Site Number: WI0390
Cell Site Name: Howell & Rawson
Fixed Asset Number: 10146644

THIRD AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS THIRD AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between City of Oak Creek, a Wisconsin municipal corporation, (“**OAK CREEK**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**LESSEE**”).

WHEREAS, OAK CREEK and LESSEE (or its predecessor-in-interest) entered into that certain Water Tower Lease Agreement dated January 15, 2013, as amended by the First Amendment to Water Tower Lease Agreement dated November 29, 2016, and the Second Amendment to Water Tower Lease Agreement dated November 14, 2018, whereby OAK CREEK leased to LESSEE certain space on the OAK CREEK water tower (the “**TOWER**”), and land near the base of the Tower (the “**GROUND PREMISES**”) therein described, a portion of the property located at 7337 South Howell Avenue, Oak Creek, WI 53154, Tax Key Number 765-9000 (“**AGREEMENT**”); and

WHEREAS, OAK CREEK and LESSEE desire to change, modify or relocate the Antenna Facilities, which OAK CREEK is willing to approve; and

WHEREAS, OAK CREEK and LESSEE desire to amend the Agreement to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, OAK CREEK and LESSEE desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, OAK CREEK and LESSEE, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OAK CREEK and LESSEE agree as follows:

1. **New Exhibit A-3.** LESSEE shall have the right, at its sole cost and expense to change or replace the Antenna Facilities consistent with the attached Exhibit A-3. OAK CREEK’s execution of this Amendment will signify OAK CREEK’s approval of Exhibit A-3. Exhibit A-3 hereby replaces and supersedes Exhibit A-2 to the Agreement.

2. **Rent.** On the first of the month following the date that LESSEE commences construction or 45 days after the Amendment is signed by Oak Creek, whichever is sooner, rent shall be increased by Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, subject to further adjustments as provided in the Agreement.

3. **Notices.** Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to OAK CREEK: Oak Creek
Water and Sewer Utility

If to LESSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA

Attn: General Manager
Oak Creek, WI 53154
(Ph): (414)766-6610

Re: Cell Site: WI0390,
Cell Site Name: Howell & Rawson (WI),
Fixed Asset #: 10146644
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WI0390,
Cell Site Name: Howell & Rawson (WI),
Fixed Asset #: 10146644
208 S. Akard Street
Dallas, TX 85202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Unmanned Aircraft System.** If LESSEE elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, OAK CREEK hereby grants LESSEE, or any UAS operator acting on LESSEE’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

OAK CREEK:
City of Oak Creek,
a Wisconsin municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Michael J. Sullivan
Its: _____
Date: _____

DocuSigned by:
By: Laura Fehrman Hoye
Print Name: Laura Fehrman Hoye
Its: Sr. Real Estate & Construction Manager
Date: November 20, 2023 | 5:04 AM PST

EXHIBIT A-3

In Process

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by LESSEE.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



SITE NUMBER: WI0390
SITE NAME: WT - HOWELL & RAWSON
PROJECT: 5G NR 1SR CBAND
FA CODE: 10146644
PTN # : 3352A16CTH
PACE ID: MRCHI073303
USID: 111644
SITE ADDRESS: 7337 SOUTH HOWELL AVENUE
 OAK CREEK, WI 53154

CODE COMPLIANCE	
•	BUILDING CODE: THE WISCONSIN BUILDING, HEATING, VENTILATION AND AIR CONDITIONING, CODE, IBCR 50 THROUGH 64 AND BARRIER-FREE DESIGN, IBCR 69, WIS. CODE, BOTH INCLUDE AND ALL FUTURE AMENDMENTS, REVISIONS, OR MODIFICATIONS THERETO, ARE HEREBY MADE A PART OF THIS CODE BY REFERENCE WITH RESPECT TO THOSE BUILDINGS TO WHICH SAID PROVISIONS APPLY.
•	ELECTRICAL CODE: STATE CODE ADOPTED THE PROVISIONS AND REGULATIONS OF THE ADMIN CODE & SPS 316 IN ITS ENTIRETY ARE HEREBY MADE PART OF THIS CHAPTER BY REFERENCE.
•	TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H

PROJECT INFORMATION		VICINITY MAP		SCOPE OF WORK		DRAWING INDEX																											
<p>AFFILIANT: AT&T 93 W ALGONQUIN RD ARLINGTON HEIGHTS, IL 60005</p> <p>FA CODE: 10146644</p> <p>PROPOSED USE: TELECOMMUNICATIONS FACILITY</p> <p>STRUCTURE TYPE: WATER TANK</p> <p>PROPERTY OWNER: CITY OF OAK CREEK 8040 S. 6TH STREET, OAK CREEK, WI 53154</p> <p>CONTACT PERSON: PHONE: (414) 768-6600</p> <p>JURISDICTION: CITY OF OAK CREEK 42° 54' 40.4" N / 42.912222° 87° 54' 41.73" W / -87.9115917°</p> <p>LAT / LONG TYPE: NAD 83</p> <p>GROUND ELEVATION: 742 FT AMSL</p> <p>POWER COMPANY: WISCONSIN ENERGIES (800) 261-5325</p> <p>TELEPHONE COMPANY: AT&T (800) 257-0907</p>		<p>DIRECTION: (FROM O'HARE INTERNATIONAL AIRPORT) TAKE RAMP (RIGHT) ONTO I-190 1.1 MI. AT EXIT 1C, AT EXIT 1C, TURN RIGHT ONTO RAMP 0.2 MI I-294 / I-90 W / MILWAUKEE / ROCKFORD, MERGE ONTO I-94 (IRI-STATE TOLLWAY) 24.0 MI. AT EXIT 300, TURN RIGHT ONTO RAMP 0.3 MI CR-BB / RAWSON AVE. KEEP RIGHT TO STAY ON RAMP 142 YDS CR-BB / RAWSON RD EAST / SO MILWAUKEE, TURN RIGHT (EAST) ONTO CR-BB (W RAWSON AVE) 1.0 MI. TAKE LOCAL ROAD(S) (RIGHT) ONTO SR-38 [S HOWELL AVE] 0.3 MI. ARRIVE AT WI0390</p>		<p>SCOPE OF WORK:</p> <p>MOUNT MOD: - INSTALL 2-3/8" PIPE BRACING, CONNECTING HANDRAIL TO HANDRAIL USING PUCK CROSS OVERS</p> <p>DOO 345 ONT D-1-E-F-G (40 MW) BOND #172 - RETAIL PLATFORMS TO REMOVE SHELF - REMOVE UNITS DISCONNECTS FROM P1 AND PLUMB FNET DIRECTLY TO P1 ANTENNA ON ALL SECTORS (MAY NOT HAVE BEEN INSTALLED ON CBAND PROJECT) - SLIDE CBAND 6449 ANTENNA DOWN ON MAST PIPE TO MAKE ROOM FOR DOO TO BE INSTALLED ABOVE IT - INSTALL DOO 6419 ANTENNA AT TOP OF MAST PIPE WITH 12" VERTICAL SEPARATION ABOVE THE BRAND 6449 ANTENNA AND 3" HORIZONTAL SEPARATION FROM OTHER ANTENNA POSITIONS - REMOVE DC5 SOLID - INSTALL DC9 SOLID - REMOVE (1) 12 PAIR FIBER TRUNK AND RECONNECT - INSTALL (1) 8AWG POWER TRUNK AND RECONNECT - (2) EXISTING POWER TRUNKS TO THE NEW DC5 - INSTALL (1) 24 PAIR FIBER TRUNK</p> <p>GROUND SCOPE OF WORK: - REPLACE DC POWER PLANT WITH 2100 - INSTALL 12 RECTIFIERS OR CONVERTERS - REPLACE BATTERIES WITH 2 STRINGS 190 BATTERIES - INSTALL (3) 86 AWG TELCOLEX CIRCUITS FOR 6419 ANTENNAS - INSTALL (3) 45 AMP BREAKERS FOR 6419 ANTENNAS - USE EXISTING TELCOLEX - INSTALL (3) 25 AMP BREAKERS FOR 4478 812 RADIOS</p> <p>DEM SCOPE OF WORK: - REMOVE (1) 6630</p>		<table border="1"> <thead> <tr> <th>SHEET</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>WI0390-01</td> <td>TITLE SHEET</td> </tr> <tr> <td>WI0390-02</td> <td>GENERAL NOTES</td> </tr> <tr> <td>WI0390-03</td> <td>ELECTRICAL AND GROUNDING NOTES</td> </tr> <tr> <td>WI0390-04</td> <td>SITE PLAN</td> </tr> <tr> <td>WI0390-05</td> <td>ELEVATION LAYOUT</td> </tr> <tr> <td>WI0390-06</td> <td>EQUIPMENT LAYOUT</td> </tr> <tr> <td>WI0390-07</td> <td>EQUIPMENT SPECIFICATIONS 1</td> </tr> <tr> <td>WI0390-08-1</td> <td>EQUIPMENT SPECIFICATIONS 2</td> </tr> <tr> <td>WI0390-08-2</td> <td>ANTENNA MATRIX</td> </tr> <tr> <td>WI0390-09</td> <td>COAX COLOR CODING</td> </tr> <tr> <td>WI0390-10</td> <td>FIBER-OPTIC JUMPER COLOR CODING</td> </tr> <tr> <td>WI0390-101</td> <td>MOUNT MODIFICATION</td> </tr> </tbody> </table> <p>REFERENCE MATERIALS THESE DRAWINGS ARE PREPARED BASED ON RFDS DATED 11/09/2022 REVISION # V1.0 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION.</p> <p>DO NOT SCALE DRAWINGS</p> <p>CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.</p> <p>I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.</p> <p>DATE: 08/14/23 RAJESH K. GOYAL, P.E. WISCONSIN P.E. LICENSE # 34411-006 EXPIRES 07-31-2024</p>		SHEET	DESCRIPTION	WI0390-01	TITLE SHEET	WI0390-02	GENERAL NOTES	WI0390-03	ELECTRICAL AND GROUNDING NOTES	WI0390-04	SITE PLAN	WI0390-05	ELEVATION LAYOUT	WI0390-06	EQUIPMENT LAYOUT	WI0390-07	EQUIPMENT SPECIFICATIONS 1	WI0390-08-1	EQUIPMENT SPECIFICATIONS 2	WI0390-08-2	ANTENNA MATRIX	WI0390-09	COAX COLOR CODING	WI0390-10	FIBER-OPTIC JUMPER COLOR CODING	WI0390-101	MOUNT MODIFICATION
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<p>PROJECT CONSULTANTS</p> <p>SITE ACQUISITION: MASTEC NETWORK SOLUTIONS 1351 E. IRVING PARK RD., NASCAR, IL 60143 DRIN OSMUS PHONE: (630) 241-1582</p> <p>ENGINEER: APEX ENGINEERS, INC. 500 EAST 22ND STREET, SUITE B LOMBARD, IL 60148 RAJESH K. GOYAL PHONE: (630) 627-1800</p> <p>RF ENGINEER: AT&T MOBILITY CHAS O GUALBERTO, eq246u@att.com PHONE: (847) 230-7514</p>		<p>TO OBTAIN LOCATION OF PARTICULARLY UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN:</p> <p>WE'LL GIVE YOU INFORMATION CALL DIGGERS HOT LINE: 1-800-211-8511 TOLL FREE</p> <p>FOR A LOCATOR: 1-800-338-1800 FOR A LOCATOR (HEARING IMPAIRED): 1-800-542-7288</p>		<p>HANDICAPPED REQUIREMENTS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS REQUIREMENTS NOT REQUIRED</p> <p>PLUMBING REQUIREMENTS FACILITY HAS NO PLUMBING</p> <p>FIRE PROTECTION NOTE NONE</p>		<p>SPECIAL NOTES</p> <ul style="list-style-type: none"> ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE EXISTING CONDITIONS MUST BE VERIFIED BY FIELD PRIOR TO CONSTRUCTION. IF THERE IS ANY SIGNIFICANT DEVIATION FROM THE DESIGN DRAWINGS, NOTIFY ENGINEER IMMEDIATELY. STATEMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING. 																											
<p>Mastec Network Solutions 1351 E. Irving Park Rd Nasca, IL 60143</p>		<p>Apex Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Lombard, Illinois 60148 Ph: (630) 627-1800 Fax: (630) 927-1105</p>		<p>WT - HOWELL & RAWSON SITE NO. WI0390 7337 SOUTH HOWELL AVENUE OAK CREEK, WI 53154</p>				<p>AT&T MOBILITY</p> <p>TITLE SHEET</p> <p>WI0390-01</p>																									

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
OWNER - A&T
CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
LANDLORD - BUILDING/PROPERTY OWNER
PROJECT MANAGER - OWNER'S FIELD REPRESENTATIVE
DEM - ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE.
3. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.
4. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND COMPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
5. THE INTENTION OF DRAWINGS AND SPECIFICATIONS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS.
6. OWNER FURNISHED EQUIPMENT/MATERIALS SHALL BE PICKED UP AT THE OWNER'S WAREHOUSE, INSURED, STORED, UNCRATED, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL THE APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.
7. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP AS SPECIFIED PER OWNER'S CONTRACT FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
8. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
9. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
10. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH OEM'S RECOMMENDATIONS & OWNER'S SPECIFICATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
11. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
12. FOR CLARITY OF ALL PLANS, SOME EQUIPMENT CONDUIT AND WIRE HAS NOT BEEN SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FURNISH AND INSTALL COMPLETE AND OPERATING SYSTEMS INCLUDING ALL CONDUITS AND WIRING. CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND FIBER CABLES; GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND FIBER PLAN DRAWING.
13. THE CONTRACTOR SHALL COORDINATE ALL SITE WORK WITH LOCAL OR OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE & IS RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
14. THE CONTRACTOR SHALL AT ALL TIMES DURING CONSTRUCTION MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE LANDLORD FOR SUCH INTERRUPTION AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE LANDLORD AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE LANDLORD.
15. THE CONTRACTOR SHALL COORDINATE AND REVIEW THE ELECTRICAL CHARACTERISTICS, AMPACITY AND OTHER REQUIREMENTS OF ALL EQUIPMENT PRIOR TO INSTALLATION.
16. THE CONTRACTOR SHALL COORDINATE THE LOCATIONS OF CONDUIT ROUTING, EQUIPMENT, LIGHTING, ETC. WITH ALL OTHER TRADES IN THE FIELD PRIOR TO INSTALLATION.
17. PROVIDE ALL TEMPORARY WIRING FOR ALL TRADES FOR CONSTRUCTION EQUIPMENT (e.g. HANDHOIDS, WELDERS, PIPE BENDERS, ETC.) AND CONSTRUCTION LIGHTING PER THE LATEST OSHA STANDARDS. INCLUDE ALL COSTS IN THE BASE BID. THE CONTRACTOR SHALL ESTABLISH SAFE WORKING PROCEDURES FOR THE PROTECTION OF THE WORKMEN IN ALL PHASES OF THE WORK, COMPLYING WITH THE APPLICABLE PROVISIONS OF ALL CITY, STATE AND FEDERAL SAFETY LAWS.
18. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
19. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS FROM THE EXISTING FACILITY AND HAZARDOUS SHALL RETURN ALL REMOVED COAX LINES, ANTENNAS, RADIOS, DI-PLATEXERS, EQUIPMENT CABINETS, PLUMBS ETC TO THE OWNER'S DESIGNATED LOCATION.
20. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
21. THE CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS-BUILT DRAWINGS TO THE OWNER'S PROJECT MANAGER.

SITE WORK GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO COMMENCING CONSTRUCTION ACTIVITY. TRENCHES IN PUBLIC ROADS, RIGHT OF WAYS AND PRIVATE PROPERTY SHALL BE EXCAVATED IN SUCH A MANNER THAT NO DAMAGE TO A UTILITY IS LIKELY TO OCCUR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND IF NECESSARY REPAIR OF ALL PUBLIC UTILITY SERVICES SUCH AS GAS, ELECTRICITY, WATER, TELEPHONE, AND THE LIKE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF ALL FINES ASSOCIATED WITH INTERRUPTION OF EXISTING UTILITIES.
2. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE DURING CONSTRUCTION OPERATIONS.
3. DO NOT INTERRUPT EXISTING UTILITIES SERVING THE LANDLORD OR OTHERS WITHOUT WRITTEN PERMISSION FROM THE LANDLORD AND APPROVAL FROM THE PROJECT MANAGER. PROVIDE 72 HOUR NOTIFICATION TO THE LANDLORD AND PROJECT MANAGER PRIOR TO INTERRUPTION OF EXISTING UTILITIES AND ONLY AFTER MAKING PROVISION FOR TEMPORARY UTILITY SERVICES. RELOCATE EXISTING UTILITIES AS DIRECTED ON THE CONSTRUCTION PLANS.
4. SAFETY MEASURES WILL BE REQUIRED OF THE CONTRACTOR TO PROTECT ALL PERSONNEL DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
5. THE CONTRACTOR SHALL GIVE NOTICES AND COMPLY WITH APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF PUBLIC AUTHORITIES REGARDING ON SAFETY OF PERSONS AND PROPERTY AND THEIR PROTECTION FROM DAMAGE, INJURY OR LOSS. THE CONTRACTOR SHALL PROMPTLY REMEDY DAMAGE AND LOSS TO PROPERTY AT THE SITE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY HIM.
6. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
7. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
8. THE CONTRACTOR SHALL MEET WITH LANDLORD PRIOR TO CONSTRUCTION AND OBTAIN APPROVAL TO USE OF AREAS FOR PARKING AND ACCESS TO SITE. THE CONTRACTOR SHALL LIMIT USE OF SITE FOR WORK AND STORAGE WITHIN A REASONABLE PERIPHERY OF SCOPE OF THE WORK.

WATER TANK NOTES:

CABLE ROUTING AND MOUNTING REQUIREMENTS:

1. CABLES ROUTED WITHIN THE TANK SHALL USE EXISTING SUPPORTS WHEREVER POSSIBLE.
2. CABLES ROUTED WITHIN THE ACCESS TUBE SHOULD NOT BLOCK ACCESS TO MANWAYS, LADDERS, OR OTHER EQUIPMENT. CABLE ROUTING FROM THE UPPER PLATFORM TO THE ACCESS TUBE AND TO THEROOF PENETRATION SHALL NOT OBSTRUCT UTILITY'S ACCESS OR CROSS BEHIND THE TEE SPACE OF THE LADDER.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL LABEL THE PROPOSED CABLE ROUT AND ANDEXTENSION LOCATION FOR UTILITY OR ITS REPRESENTATIVE'S REVIEW. THIS WALKTHROUGH IS INTENDED TO OCCUR AT THE PREINSTALLATION MEETING.
4. CABLES SHALL BE ROUTED IN A CLEAN AND EFFICIENT MANNER. EXTRA CABLE AND JUMPER CABLES SHALL BE BUNDLED NEATLY AND NOT EXCEED 15 FEET.
5. ALL UNUSED CABLES AND SUPPORTING CLIPS SHALL BE REMOVED.
6. A RUBBER MEMBRANE SHALL BE PLACED BETWEEN ALL SUPPORTS AND THE FINISH PAINTED TANK STEEL TO PROTECT THE COATING SYSTEMS.

WELDING AND COATING REQUIREMENTS:

1. NO WELDING OR COATING WORK IS ANTICIPATED. IF DAMAGE TO EXISTING SHEET OR COATINGS OCCURS DURING CONSTRUCTION, CONTACT UTILITY OR ITS REPRESENTATIVE FOR WELDING, SURFACE PREPARATION AND COATING REQUIREMENTS.



Mastec
Network Solutions
1351 E. Irving Park Rd
Bassett, IL 60143



Apex Engineers, Inc.
Structural & Civil Engineers
360 East 22nd Street, Suite B
Lafayette, IN 46304
Ph: (833) 627-1800
Fax: (833) 627-1165
APEX JOB NO. 1622-114

WT - HOWELL & RAWSON
SITE NO. W10390
7337 SOUTH HOWELL AVENUE
GAK CREEK, WI 53154



1	02/14/21	FINAL COA REQUEST FOR LEASING	11	11	11
1	02/15/21	FINAL COA REQUEST FOR COATING	11	11	11
1	02/17/21	FINAL COA REQUEST FOR CONSTRUCTION	11	11	11
1	01/18/21	NOTED FOR REVIEW	11	11	11
11	DATE	REVISION	BY	CHKD BY	
SCALE: AS SHOWN		DESIGNED BY: WT	DRAWN BY: RA		

AT&T MOBILITY

GENERAL NOTES

Sheet No. 2
W10390-02

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT OBSCURED.
3. WIRING, CONDUIT AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC CODE.
4. ALL RACEWAYS SHALL BE DEGRADATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC CODE.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-SHIELD TRAY HUNG.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOIS), GROUNDING, AND TRAY CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANEL BOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#8 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE IC CABLE (#14 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION, WITH OUTER JACKETS, LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE COMPRESSION WIRE LUGS AND WRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE, AND NEC.
15. GALVANIZED STEEL RIGID METALLIC CONDUIT (RMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE, EMT SHALL BE USED FOR INTERIOR RUNS ONLY.
16. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
17. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
18. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
19. CABINETS, BOXES, AND WIREWAYS SHALL BE USED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE, AND NEC.
20. WIREWAYS SHALL BE EPOXY-COATED (GRA) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD, SHALL BE PAINTED TYPE E (OR EQUAL), AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
21. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
22. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING, SHALL MEET OR EXCEED UL 514A AND NEMA OS 1, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
23. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
24. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
25. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTING PROTECTION, AND AC POWER (ECS)) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT. MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL NOT EXCEED 5 OHMS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
6. EACH BITS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 AWG STRANDED COPPER OR LARGER FOR INDOOR BITS, #4 AWG STRANDED COPPER FOR OUTDOOR BITS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. GROUND RING SHALL BE 24 INCHES FROM EDGE OF EQUIPMENT SHELTER AND WITHIN 18 TO 36 INCHES OF THE EQUIPMENT PLATFORM.
12. GROUND RODS SHALL BE 5/8 INCH DIAMETER X 10'-0" LONG "DIFFERENTIAL" OR APPROVED EQUAL. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH AT SPACING OF A MINIMUM OF 10'-0" AND A MAXIMUM OF 15'-0" ON CENTERS.
13. DEPTH OF THE GROUND RING SHALL BE EITHER 3'-6" BELOW FINAL GRADE OR THE MINIMUM DEPTH REQUIRED BY LOCAL CODES, REGULATIONS AND ORDINANCES, WHICHEVER IS DEEPER.
14. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NEC, AND IN ACCORDANCE WITH ANY LOCAL CODE.
15. ALL ABOVE GRADE GROUNDING CONDUCTORS SHALL BE BARE TINNED SOLID COPPER WIRE. GROUND RING SHALL BE #2 AWG BARE TINNED SOLID COPPER WIRE.
16. ALL ABOVE GRADE GROUNDING CONDUCTORS MAY BE EITHER:
BARE TINNED SOLID COPPER WIRE
THIN-INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE
THIN-INSULATED, CONTINUOUS GREEN COLOR, STRANDED COPPER WIRE
17. ALL ABOVE GRADE GROUND CONNECTIONS (INTERIOR & EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRAMPS.
18. ALL BELOW GRADE GROUNDING CONNECTIONS SHALL BE MADE BY THE CABLED PROCESS. MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE SPLICES (TEES, Xs, ETC) ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC) SHALL BE BY CABLED AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
19. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
20. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED ON BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
21. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL GROUNDING CONNECTIONS INCLUDING COMPRESSION AND BOLTED GROUND CONNECTIONS.
22. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
23. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
24. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF MAIN GROUND WIRES WITH 1-#2 AWG THIN-INSULATED COPPER GROUND CONDUCTOR
25. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.



Apex Engineers, Inc.
Structural & Civil Engineers
500 East 29th Street, Suite B
Lombard, IL 60148
Ph: (630) 627-1800
Fax: (630) 627-1165

WT - HOWELL & RAWSON
SITE NO. W10390
7337 SOUTH HOWELL AVENUE
GAK CREEK, WI 53154

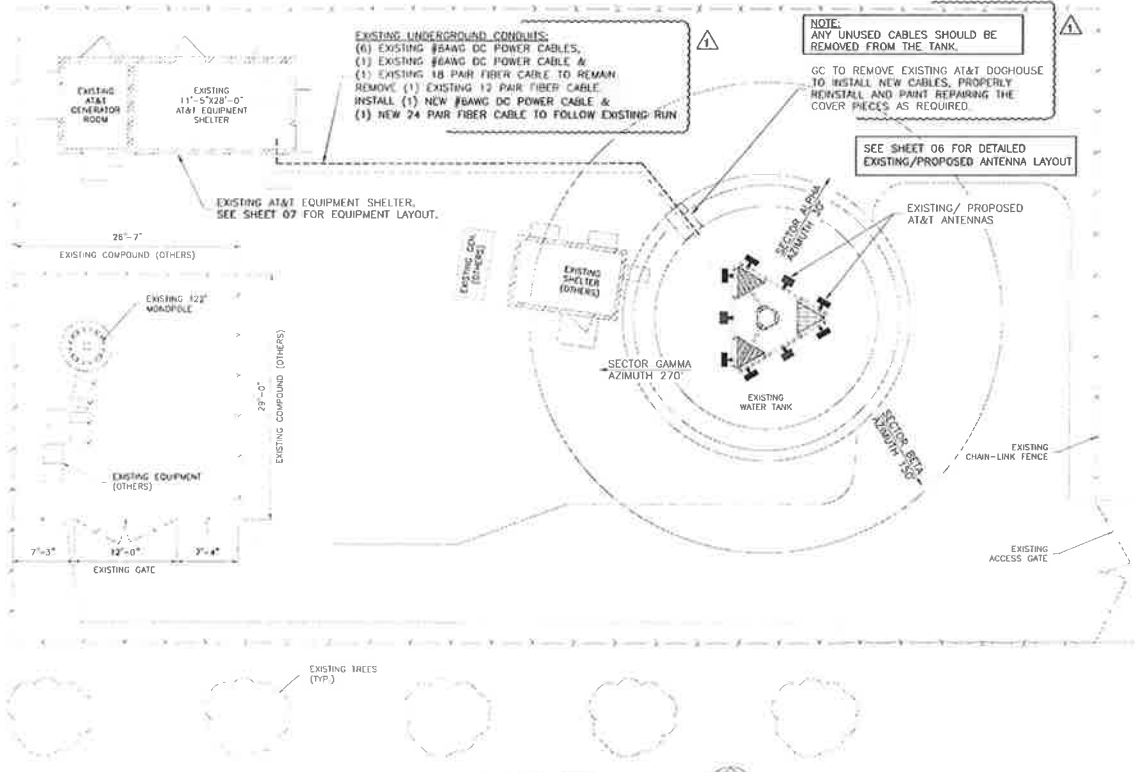


3/28/17/17	FINAL EIM REVISED PER COMMENTS	XX	XX	XX
1/18/17/17	FINAL EIM REVISED PER COMMENTS	XX	XX	XX
1/18/17/17	FINAL EIM REVISED PER COMMENTS	XX	XX	XX
1/18/17/17	REVISED PER REVIEW	XX	XX	XX
08/20/16	REVISIONS	07	12/4/16	XX
SCALE: AS SHOWN	DESIGNED BY: JG	DRAWN BY: JK		

AT&T MOBILITY

ELECTRICAL AND GROUNDING NOTES

W10390-03



ANTENNA LEGEND:

	PROPOSED ANTENNA
	RELOCATED ANTENNA
	EXISTING ANTENNA
	REMOVED ANTENNA

NOTE:
ANY UNUSED CABLES SHOULD BE REMOVED FROM THE TANK.

GC TO REMOVE EXISTING AT&T DOGHOUSE TO INSTALL NEW CABLES. PROPERLY REINSTALL AND PAINT REPAIRING THE COVER PIECES AS REQUIRED.

EXISTING UNDERGROUND CONDUITS:
(6) EXISTING #8AWG DC POWER CABLES,
(1) EXISTING #6AWG DC POWER CABLE &
(5) EXISTING 18 PAIR FIBER CABLE TO REMAIN.
REMOVE (1) EXISTING 12 PAIR FIBER CABLE.
INSTALL (1) NEW #6AWG DC POWER CABLE &
(1) NEW 24 PAIR FIBER CABLE TO FOLLOW EXISTING RUN

SEE SHEET 06 FOR DETAILED EXISTING/PROPOSED ANTENNA LAYOUT

NOTE:
EXISTING SITE INFORMATION IS BASED ON CONSTRUCTION DRAWINGS PREPARED BY CLS GROUP DATED 01-30-2020.
CONTRACTOR TO VERIFY EXISTING CONDITION/ SPACE REQUIRED TO INSTALL PROPOSED EQUIPMENT.

1 SITE PLAN
SCALE: 3/32"=1'-0"

MastTec
Network Solutions
1351 C. Honey Peak Rd
WATCO, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph: (630) 627-1800
Fax: (630) 627-1165
APEX JOB No. NS22-114

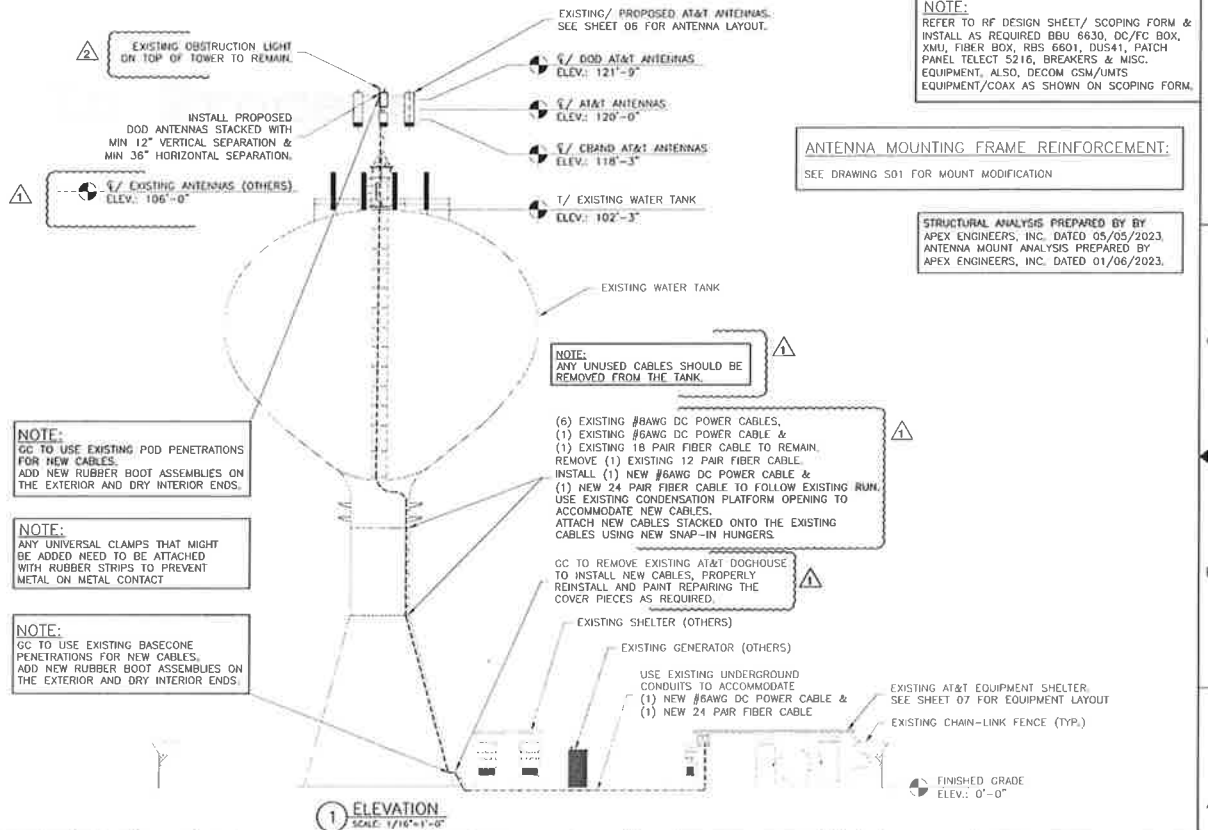
WT - HOWELL & RAWSON
SITE NO. W0390
7337 SOUTH HOWELL AVENUE
OAK CREEK, WI 53154



1	02/17/21	Final, C&S REVISION FOR COMMENTS	14	AA	AS
1	02/18/21	Final, C&S REVISION FOR COMMENTS	14	AA	AS
1	02/18/21	Final, C&S ISSUES FOR CONSTRUCTION	14	AA	AS
1	02/18/21	ISSUES FOR REVIEW	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS
1	02/18/21	REVISIONS	14	AA	AS

AT&T MOBILITY

SITE PLAN	
DATE	02/18/21
PROJECT	W0390-04
SCALE	1/8"=1'-0"
DESIGNED BY	AA
CHECKED BY	AA
DATE	02/18/21



NOTE:
REFER TO RF DESIGN SHEET/ SCOPING FORM & INSTALL AS REQUIRED BBU 6630, DC/FC BOX, XMU, FIBER BOX, RBS 6601, DUS41, PATCH PANEL TELECT 5216, BREAKERS & MISC. EQUIPMENT, ALSO, DECOM CSM/UNITS EQUIPMENT/COAX AS SHOWN ON SCOPING FORM.

ANTENNA MOUNTING FRAME REINFORCEMENT:
SEE DRAWING S01 FOR MOUNT MODIFICATION

STRUCTURAL ANALYSIS PREPARED BY BY
APEX ENGINEERS, INC. DATED 05/05/2023,
ANTENNA MOUNT ANALYSIS PREPARED BY
APEX ENGINEERS, INC. DATED 01/06/2023.

NOTE:
GC TO USE EXISTING POD PENETRATIONS FOR NEW CABLES. ADD NEW RUBBER BOOT ASSEMBLIES ON THE EXTERIOR AND DRY INTERIOR ENDS.

NOTE:
ANY UNIVERSAL CLAMPS THAT MIGHT BE ADDED NEED TO BE ATTACHED WITH RUBBER STRIPS TO PREVENT METAL ON METAL CONTACT

NOTE:
GC TO USE EXISTING BASECONE PENETRATIONS FOR NEW CABLES. ADD NEW RUBBER BOOT ASSEMBLIES ON THE EXTERIOR AND DRY INTERIOR ENDS.

NOTE:
ANY UNUSED CABLES SHOULD BE REMOVED FROM THE TANK.

(6) EXISTING #6AWG DC POWER CABLES,
(1) EXISTING #6AWG DC POWER CABLE &
(1) EXISTING 18 PAIR FIBER CABLE TO REMAIN.
REMOVE (1) EXISTING 12 PAIR FIBER CABLE.
INSTALL (1) NEW #6AWG DC POWER CABLE &
(1) NEW 24 PAIR FIBER CABLE TO FOLLOW EXISTING RUN.
USE EXISTING CONDENSATION PLATFORM OPENING TO ACCOMMODATE NEW CABLES. ATTACH NEW CABLES STACKED ONTO THE EXISTING CABLES USING NEW SNAP-IN HUNGERS.

GC TO REMOVE EXISTING AT&T DOCKHOUSE TO INSTALL NEW CABLES, PROPERLY REINSTALL AND PAINT REPAIRING THE COVER PIECES AS REQUIRED.

USE EXISTING UNDERGROUND CONDUITS TO ACCOMMODATE
(1) NEW #6AWG DC POWER CABLE &
(1) NEW 24 PAIR FIBER CABLE

EXISTING AT&T EQUIPMENT SHELTER. SEE SHEET 07 FOR EQUIPMENT LAYOUT

EXISTING CHAIN-LINK FENCE (TYP.)

FINISHED GRADE
ELEV.: 0'-0"

1 ELEVATION
SCALE: 1/16"=1'-0"

 1351 E. Irving Park Rd Merrill, WI 53403	 Apex Engineers, Inc. Structural & Civil Engineers 500 East Zeeb Street, Suite B Lombard, Illinois 60148 Ph. (630) 627-1800 Fax. (630) 927-1165 APEX JOB No. NS22-118	WT - HOWELL & RAWSON SITE NO. WI0390 7337 SOUTH HOWELL AVENUE OAK CREEK, WI 53154		1 02/14/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	2 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	3 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	4 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	5 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	6 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **
				7 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	8 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	9 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	10 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	11 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **	12 02/16/21 Final CEN REVIEW FOR CONFORMANCE 11 ** **
TOTAL AS SHOWN: 1200000.00 1200000.00 1200000.00								AT&T MOBILITY ELEVATION W0390-05	

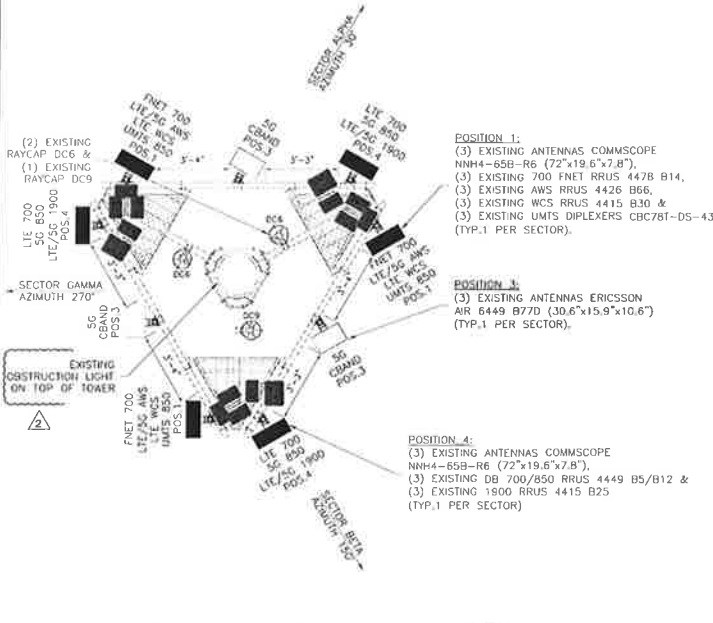
- (2) EXISTING RAYCAP DC6-48-60-16-BC &
- (1) EXISTING RAYCAP DC9-48-60-24-BC-EV

NOTE:
 CBAND PROJECT IS NOT BUILT YET. ANTENNA LAYOUT IS BASED ON RFDS & CONSTRUCTION DRAWINGS PREPARED BY CLS GROUP, DATED 01-30-2020. CONTRACTOR TO VERIFY INSTALLATION & LOCATION OF CBAND ANTENNAS PRIOR TO CONSTRUCTION.

EXISTING ANTENNA MODELS, POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFDS; CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T ENGINEER FOR ANY DISCREPANCY.
 REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON TMA'S/DIPLEXERS/DC/FIBER BOX/SQUID

- (1) EXISTING RAYCAP DC6-48-60-18-BC &
- (1) EXISTING RAYCAP DC9-48-60-24-BC-EV TO REMAIN, REMOVE (1) EXISTING RAYCAP DC6-48-60-18-BC, INSTALL (1) NEW RAYCAP DC9-48-60-24-BC-EV.

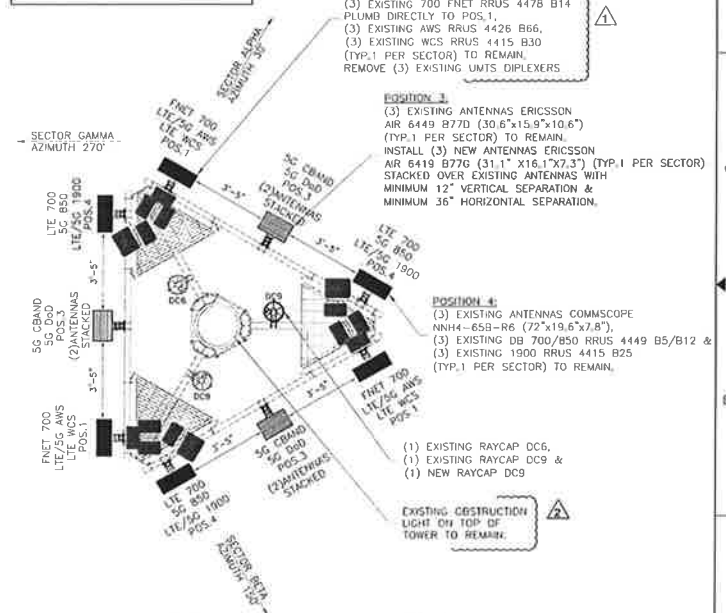
RELOCATE/ ADD/ REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS



1 EXISTING ANTENNA LAYOUT
 SCALE: N.T.S.

- NOTES:**
1. ROTATE THE PLATFORM TO AVOID SKEW IN ALL SECTORS.
 2. SLIDE CBAND 6449 ANTENNA DOWN ON MAST PIPE TO MAKE ROOM FOR DOD TO BE INSTALLED ABOVE IT.

ANTENNA MOUNTING FRAME REINFORCEMENT:
 SEE DRAWING S01 FOR MOUNT MODIFICATION



2 PROPOSED ANTENNA LAYOUT
 SCALE: N.T.S.

MasTec
 Network Solutions
 1351 E. Irving Park Rd
 Roscoe, IL 60143

Apex Engineers, Inc.
 Structural & Civil Engineers
 500 East 25th Street, Suite B
 Lombard, IL 60148
 Ph: (630) 627-1800
 Fax: (630) 627-1165
 APEX JOB NO. NS22-114

WT - HOWELL & RAWSON
 SITE NO. W10390
 7337 SOUTH HOWELL AVENUE
 OAK CREEK, WI 53154

AT&T
 Mobility

1	03/14/21	FINAL EIR REVISION PER COMMENTS	11	11	11
1	02/03/21	FINAL EIR REVISION PER COMMENTS	11	11	11
2	01/21/21	FINAL CON. ISSUED FOR CONSTRUCTION	11	11	11
3	01/08/21	ISSUED FOR REVIEW	11	11	11
4	01/01/21	REVISIONS	11	11	11
5	01/01/21	REVISIONS	11	11	11

AT&T MOBILITY	2
ANTENNA LAYOUT	2
W10390-05	2

NOTES:

1. EXISTING SPACE FOR PROPOSED EQUIPMENT ASSUMED TO BE ADEQUATE. PRIOR TO INSTALLATION, COORDINATE FINAL LOCATION WITH CONSTRUCTION MANAGER.
2. COORDINATE WITH CONSTRUCTION MANAGER FOR THE PROVISION OF DC CIRCUIT BREAKERS AND OTHER ANCILLARY ITEMS TO SUPPORT THE NEW EQUIPMENT.
3. PROPERLY BOND ALL EQUIPMENT AND CONDUCTIVE SURFACES TO EXISTING GROUND PER NEC AND AT&T STANDARDS.

In Progress

REMOVE 6630 AND RE-USE XMU TO 6648

FINAL BBU CONFIGURATION:

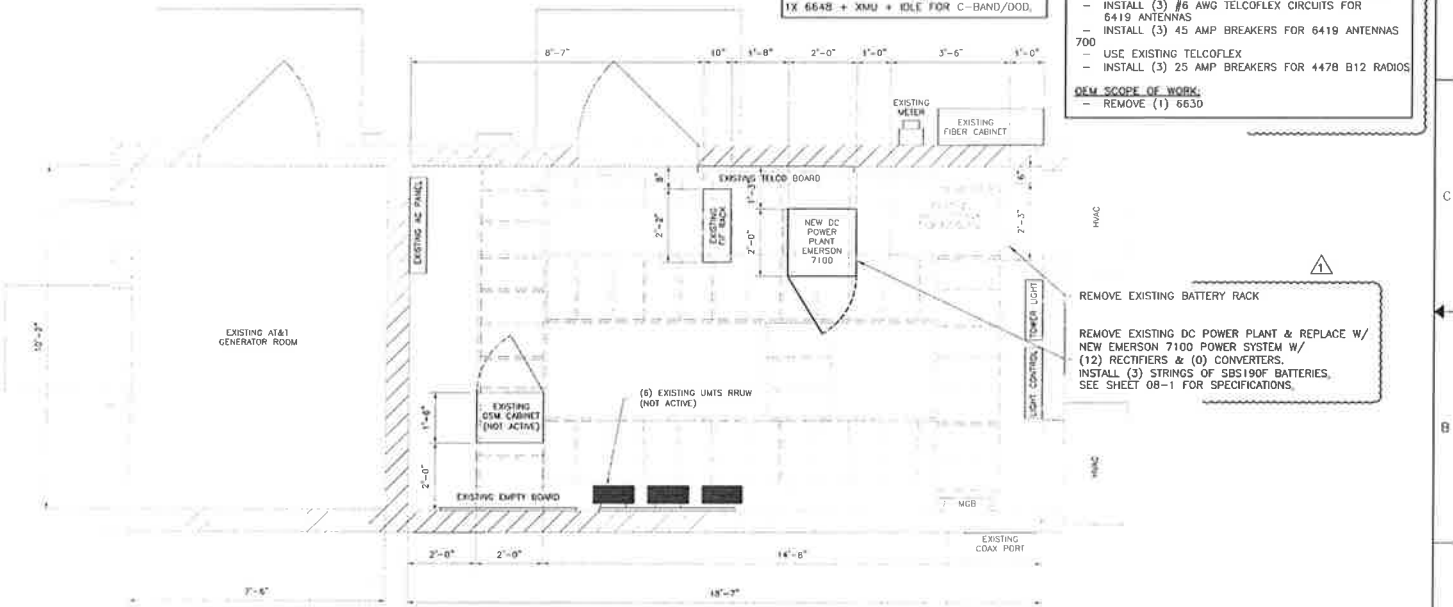
1X 5216 + XMU FOR LTE,
1X 6648 + XMU + IDLE FOR C-BAND/DOD,

GROUND SCOPE OF WORK:

- DOD
- REPLACE DC POWER PLANT WITH 7100
 - INSTALL 12 RECTIFIERS & CONVERTERS
 - REPLACE BATTERIES WITH 2 STRINGS 190 BATTERIES
 - INSTALL (3) #6 AWG TELCOFLEX CIRCUITS FOR 6419 ANTENNAS
 - INSTALL (3) 45 AMP BREAKERS FOR 6419 ANTENNAS
- 700
- USE EXISTING TELCOFLEX
 - INSTALL (3) 25 AMP BREAKERS FOR 4478 B12 RADIOS

DEM SCOPE OF WORK:

- REMOVE (1) 6630



REMOVE EXISTING BATTERY RACK

REMOVE EXISTING DC POWER PLANT & REPLACE W/
NEW EMERSON 7100 POWER SYSTEM W/
(12) RECTIFIERS & (0) CONVERTERS.
INSTALL (3) STRINGS OF SBS190F BATTERIES,
SEE SHEET 08-1 FOR SPECIFICATIONS.

1 EQUIPMENT LAYOUT
SCALE: 3/8"=1'-0"

MasTec
Network Solutions
1351 E. Kings Park Rd.
Wesley, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph: (630) 627-1800
Fax: (630) 627-1165
APEX JOB #1114 RS22-114

WT - HOWELL & RAWSON
SITE NO. W0390
7337 SOUTH HOWELL AVENUE
DAN CREEK, WI 53154

AT&T
Mobility

1	REVISION	FINAL COB REVIEW FOR CONCRETE	SA	MM	02
1	REVISION	FINAL COB REVIEW FOR CONCRETE	SA	MM	02
1	REVISION	FINAL COB REVIEW FOR CONSTRUCTION	SA	MM	02
1	REVISION	GROUND FIBER REVIEW	SA	MM	02
1	DATE	REVISION	BY	CHK	APP
SCALE: AS SHOWN		DESIGNED BY: SA	DRAWN BY: SA		

AT&T MOBILITY	
EQUIPMENT LAYOUT	
ISSUE NUMBER	01
PROJECT NUMBER	W0390-07
SHEET NUMBER	2

NETSURE™ 7100 SERIES

Technical Specifications

AC INPUT	
Range	Single phase 80 VAC to 300 VAC Nominal 200 VAC to 216 VACD
Line Frequency	50/60 Hz (60 Hz at 60 Hz)
Connectors	Terminal or distribution for up to 16 circuit breakers
Surge Protection	Optional
DC OUTPUT	
Adjustable Range	40 VDC to 48 VDC (adjusting 48 VDC)
Maximum Current	42 A @ 0% to 25% (see receiver manual)
Efficiency (max)	90.0% (600W) and 85.0% (1000W)
DC SYSTEM LIMITS	
Disconnect Line	Available for circuit breakers (circuit breakers 1600 amperes, 1000 bus)
Cable Sizing	1000 ft up to 1000 A
Fault	54 000 ft to 400 A and 100 ft to 100 A
Indirect Load Connections	Optional, required for all distribution units
Factory Connections	4 x 1000 A and 400 A circuit breakers or fuses
Battery Shelves	Optional, up to 4 x 6 U
PHYSICAL CHARACTERISTICS	
Mounting	Top or bottom cabinet, top-cabinet with battery shelf
Dimensions (W x H x D)	22.1 in (561 mm) x 12.4 in (316 mm) x 12.5 in (318 mm)
Weight	132 kg (see cabinet fully equipped)
Access and Security	Mount access (STD) door with lock or option
ENVIRONMENTAL	
Temperature Range (Operating)	45 °F to 105 °F (5A) power up to 140 °F (1)
Relative Humidity (Operating)	<90%
Altitude	20000 ft
Airflow (max)	6000 ft³ (170 m³/min)
Seals/Leak	Optional (see manual for other leak)
SAFETY AND STANDARDS COMPLIANCE	
UL Listed	UL 1500/500 A
ETL	ETL 3000/300 A Class B
UL Component	UL 489-1, 489-2

OVERVIEW

1. Screen Door
2. Battery Connection Unit
3. Frequency Control Unit
4. Load Distribution Unit
5. AC Distribution Unit
6. Cable Racks
7. Battery Shelves

NetSure 7100 Stand Alone Cabinet

NOMINAL CAPACITY:

- 8hr rate 1.75Vpc @ 77°F: 190
- 10hr rate 1.80Vpc @ 20°C: 190

DIMENSIONS:

- Length: 22.1 in, 561 mm
- Width: 4.90 in, 125 mm
- Height: 12.4 in, 316 mm
- Weight: 132 lbs, 60.0 kg

Ordering Information

Model Number	Part Number	Description
7100	7100-0001	Stand Alone NetSure 7100 (1000W) power system, 60 A
7100	7100-0002	Stand Alone NetSure 7100 (1000W) power system, 20 A
7100	7100-0003	Stand Alone NetSure 7100 (1000W) power system, 10 A
7100	7100-0004	Stand Alone NetSure 7100 (1000W) power system, 5 A

1. EMERSON 7100 POWER SYSTEM SPECIFICATIONS

2. ALPINE SBS190F BATTERY SPECIFICATIONS

REV	DATE	DESCRIPTION	BY	CHKD
1	08/11/10	FINAL CDR REVIEW FOR COMMENTS	JK	JK
2	07/15/11	FINAL CDR REVIEW FOR COMMENTS	JK	JK
3	02/24/11	FINAL CDR REVIEW FOR COMMENTS	JK	JK
4	07/26/10	DESIGN FOR REVIEW	JK	JK
5	07/26/10	REVISION	JK	JK

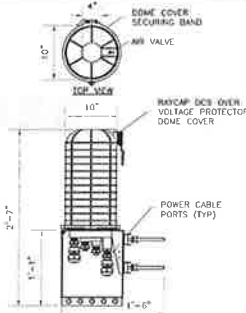
 Mastec Network Solutions 1351 E. Irving Park Rd Riverside, IL 60143	 Apax Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Lombard, Illinois 60148 Ph. (630) 627-1800 Fax. (630) 627-1165 APEX JOB No. NS22-314	WT - HOWELL & RAWSON SITE NO. W0390 7137 SOUTH HOWELL AVENUE DAR CREEK, WI 53154	 AT&T Mobility	<table border="1" style="font-size: 8px;"> <tr> <td>SCALE: AS SHOWN</td> <td>DESIGNED BY: JK</td> <td>CHECKED BY: JK</td> </tr> </table>	SCALE: AS SHOWN	DESIGNED BY: JK	CHECKED BY: JK	AT&T MOBILITY EQUIPMENT SPECIFICATION 1 <table border="1" style="font-size: 8px;"> <tr> <td>REVISION NUMBER</td> <td>2</td> </tr> <tr> <td>W0390-05-1</td> <td></td> </tr> </table>	REVISION NUMBER	2	W0390-05-1	
SCALE: AS SHOWN	DESIGNED BY: JK	CHECKED BY: JK										
REVISION NUMBER	2											
W0390-05-1												

ERICSSON AIR 6419 B77G



- ERICSSON AIR 6419 has a total of 20CPRI connections @ 25.8 Gbps, 1 DC Power cable connection
- Operates over B77G DQ0 users (3.4-3.6 GHz)
- Breaker size = 45ADC, DC Power Consumption = 1280W (for dimensions)
- Dimensions
 - Height: 31.1" (790 mm)
 - Width: 16.1" (408 mm)
 - Depth: 7.3" (185 mm)
- Weight, excl. mounting hardware = 448lbs(20 kg)
- Weight with Mounting Hardware = 554lbs(25.2 kg)
- Max Frontal Wind Load @ 42m/s = 454 lb
- Horizontal Separation Required between AIR 6419 = 4" (100mm)
- Minimum Vertical Space Required below/above AIR 6419 = 12" (300mm)
- Minimum Height Above Users = 16.4' (5m)

1 AIR 6419 B77G ANTENNA
SCALE: N.T.S.



3 RAYCAP
DC9-48-60-24-8C-EV
SCALE: N.T.S.



ROXTEC CRL PORT SEAL
PART NUMBER: CRL 4774, 102993
COAX OD RANGE 0.391" - 1.142"
1/2", 5/8", 7/8"
4 CABLES

GRL KIT - 4"

AT&T PART No.	ROXTEC PART No.	NUMBER OF CABLES	CABLE DIAMETER RANGE	WEIGHT, LBS	ARTICLE No.
			0.40197-0.650 in (CWL22x80)		
			0.40197-0.650 in (CWL33x86)		
			0.40197-0.650 in (CWL33x86)		
ANT-14143	CRL 4774	1	0.40197-0.650 in (CWL33x86)	1.323	102997
ANT-14144	CRL 4774	4	0.40197-0.650 in (CWL33x86)	1.323	102993
ANT-14145	CRL 4775	3	0.40197-0.650 in (CWL33x86)	1.323	102994
ANT-14147	CRL 4779	9	0.40197-0.650 in (CWL33x86)	1.323	102995

5 RUBBER BOOT ASSEMBLIES
SCALE: N.T.S.



SSH-158
STACKABLE SNAP-IN HANGERS

COMMSCOPE PART NUMBER:

SSH-158
STACKABLE SNAP-IN HANGERS
WITH HG-091241-158 GROMMETS

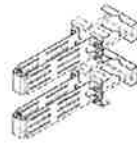


HG-091241-158
GROMMETS

NOTES:

1. REFER TO JSA DOCUMENT FOR EXACT CABLE SPOOL HANGERS AND MANUFACTURER SPECIFICATIONS FOR PROPER GROMMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES.
2. REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

4 STACKABLE SNAP-IN HANGERS
SCALE: N.T.S.

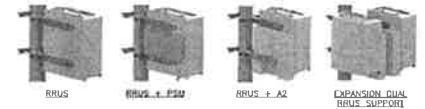


RR-FA2

RRUS BRACKET COMMSCOPE RR-FA2	
DIMENSIONS (HxWxL)	16.4" x 8.67" x 18" (416.56mm x 218.44mm x 457.2mm)
WEIGHT	36 lb (16.329 kg)
MOUNTING DIAMETER, MAXIMUM	5.6" (142.24mm)
MOUNTING DIAMETER, MINIMUM	0" (0mm)

- COMMSCOPE RR-FA2 - HOT DIP GALVANIZED STEEL BRACKET FOR BOTH THE SINGLE AND DUAL BAND ERICSSON RRUS.**
- STIFFENER BRACKET ADDED TO REDUCE EFFECTS OF EXTERNAL FACTORS SUCH AS WIND LOAD AND VIBRATION
 - SUITABLE FOR MOUNTING DIRECTLY OVER SECTION FRAM ANTENNA PIPES
 - HOT DIP GALVANIZED STEEL
 - ASC CERTIFIED MANUFACTURING PROCESSES

5 RRUS BRACKET SPECIFICATION
SCALE: N.T.S.



CLAMP MOUNTING RANGE	TUBES	SQUARE PROFILES	90° ANGLE
MINIMUM	#25 mm (1.0 in)	35 x 35 mm (1.4 x 1.4 in)	35 x 35 mm (1.4 x 1.4 in)
MAXIMUM	#114 mm (4.5 in)	80 x 80 mm (3.2 x 3.2 in)	80 x 80 mm (3.2 x 3.2 in)

HOT DIP GALVANIZED STEEL BRACKET

- MATERIAL: S355MC ZV, FASTENERS 8.8 FV OR EQUIVALENT
- MINIMUM 70 UM ZINC COATING, DESIGNED FOR 500 YEARS CORROSION-FREE
- DESIGNED TO 63 M/S WIND SPEED REQUIREMENT (150 MPH)

SUPPORTS RRUS/RRUS01, RRUS11/12, RRUS32 WITH RRUS02 OR PSU

- SXX1091946/1 FOR FIRST RRUS & SXX1091946/2 TO ADD SECOND RRUS

RRUS BRACKET SXX1091946/1 & SXX1091946/2 SPECIFICATION
SCALE: N.T.S.

MasTec
Network Solutions
1351 E. Irving Park Rd
Roscoe, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60140
Ph: (630) 627-1800
Fax: (630) 627-1165
APEX_JOB_NO.: NS22-114

WT - HOWELL & RAWSON
SITE NO. W10390
7337 SOUTH HOWELL AVENUE
OAK CREEK, WI 53154



NO.	DATE	REVISION	BY	CHKD	APPD
1	06/11/22	FINAL SET REVIEW FOR CONSTRUCTION	AA	AW	AW
2	05/19/22	FINAL SET REVIEW FOR CONSTRUCTION	AA	AW	AW
3	02/22/22	FINAL SET REVIEW FOR CONSTRUCTION	AA	AW	AW
4	01/26/21	ISSUED FOR REVIEW	AA	AW	AW
5	01/26/21	ISSUED FOR REVIEW	AW	AW	AW

SCALE: AS SHOWN DESIGNED BY: WT DRAWN BY: AA

AT&T MOBILITY	
EQUIPMENT SPECIFICATION 2	
W10390-08-2	1/2

SECTOR	ANTENNA NUMBER	POLARITY/PORT	ANTENNA MODEL NUMBER	ANTENNA VENDOR	TMA/ RRU MODEL NUMBER	AZMUTH	ANTENNA CENTERLINE FROM GROUND	ANTENNA TIP HEIGHT	ANTENNA TYPE	DC SURGE AND DISTRIBUTION	COAX/ FIBER/ DC POWER CABLES		
											COAX CABLE	OTHER CABLES	LENGTH
A	A1	FNET 700	NRH4-65B-R6	COMMSCOPE	RRUS 4428 B14	30°	120'-0"	123'-0"	FNET 700	(1) RAYCAP DC6-48-60-18-BC (2) RAYCAP DC9-48-60-24-0C-CV	(7) #8AWG DC POWER CABLES (6) #8AWG DC POWER CABLES (1) 18 PAIR FIBER CABLE (1) 24 PAIR FIBER CABLE	240'-0"	
		AWS			RRUS 4426 B04				LTE/5G AWS				
		WCS			RRUS 4415 B30				LTE WCS				
	A3	5G DoD	AR 6419 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	30°	121'-9"	123'-0"	5G DoD				
		5G CBAND	AR 6449 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	30°	118'-3"	119'-6"	5G CBAND				
		700 850 1900	NRH4-65B-R6	COMMSCOPE	DB RRUS 4449 B5/B12	30°	120'-0"	123'-0"	LTE 700 5G 850 LTE 1900				
	A4	700	NRH4-65B-R6	COMMSCOPE	DB RRUS 4449 B5/B12	30°	120'-0"	123'-0"	LTE 700				
		850							5G 850				
		1900							LTE 1900				
	B	B1	FNET 700	NRH4-65B-R6	COMMSCOPE	RRUS 4428 B14	150°	120'-0"	123'-0"				FNET 700
			AWS			RRUS 4426 B04							LTE/5G AWS
			WCS			RRUS 4415 B30							LTE WCS
B3		5G DoD	AR 6419 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	150°	121'-9"	123'-0"	5G DoD				
		5G CBAND	AR 6449 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	150°	118'-3"	119'-6"	5G CBAND				
		700 850 1900	NRH4-65B-R6	COMMSCOPE	DB RRUS 4449 B5/B12	150°	120'-0"	123'-0"	LTE 700 5G 850 LTE/5G 1900				
C		C1	FNET 700	NRH4-65B-R6	COMMSCOPE	RRUS 4428 B14	270°	120'-0"	123'-0"	FNET 700			
			AWS			RRUS 4426 B04				LTE/5G AWS			
			WCS			RRUS 4415 B30				LTE WCS			
		C3	5G DoD	AR 6419 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	270°	121'-9"	123'-0"	5G DoD			
			5G CBAND	AR 6449 B77D	ERICSSON	INTEGRATED WITHIN ANTENNA	270°	118'-3"	119'-6"	5G CBAND			
			700 850 1900	NRH4-65B-R6	COMMSCOPE	DB RRUS 4449 B5/B12	270°	120'-0"	123'-0"	LTE 700 5G 850 LTE/5G 1900			

THIS ANTENNA MATRIX TABLE IS PREPARED BASED ON RFDS DATED 11/09/2022 REVISION # V1.0 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION.

1 ANTENNA MATRIX NIS

MasTec
Network Solutions
1351 E. Irving Park Rd
Beverly, IL 60113

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph: (630) 627-1800
Fax: (630) 627-1165
APEX JOB No. 7522-114

WT - HOWELL & RAWSON
SITE NO. WI0390
7337 SOUTH HOWELL AVENUE
OAK CREEK, WI 53154

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2 08/11/22	FROM: CTS REVIEW FOR COMMENTS	SA	AA	SC
3 05/01/22	FROM: CTS REVIEW FOR COMMENTS	SA	PA	RS
4 02/24/22	FROM: CTS REVIEW FOR COMMENTS	SA	PA	RS
5 01/04/22	ISSUED FOR REVIEW	SA	PA	RS
6 01/04/22	REVISIONS	BY	CHK	APP
DATE	BY	DATE	BY	DATE

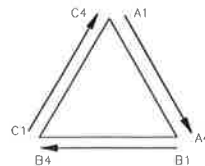
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Antenna Matrix

W0390-09

CABLE MARKING COLOR CONVENTION TABLE								
ALPHA, A, X, #1 SECTOR ANTENNA PORT (+/-)	A1-1 +45	A1-2 -45	A2-1 +45	A2-2 -45	A3-1 +45	A3-2 -45	A4-1 +45	A4-2 -45
	RED	RED	RED	RED	RED	RED	RED	RED
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
BAND (LOW/HI) *SEE NOTES 13 AND 15	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
BETA, B, Y, #2 SECTOR ANTENNA PORT	B1-1 +45	B1-2 -45	B2-1 +45	B2-2 -45	B3-1 +45	B3-2 -45	B4-1 +45	B4-2 -45
	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
BAND (LOW/HI) *SEE NOTES 13 AND 15	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
GAMMA, C, Z, #3 SECTOR ANTENNA PORT	C1-1 +45	C1-2 -45	C2-1 +45	C2-2 -45	C3-1 +45	C3-2 -45	C4-1 +45	C4-2 -45
	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
BAND (LOW/HI) *SEE NOTES 13 AND 15	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
DELTA, D, #4 SECTOR ANTENNA PORT	D1-1 +45	D1-2 -45	D2-1 +45	D2-2 -45	D3-1 +45	D3-2 -45	D4-1 +45	D4-2 -45
	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
BAND (LOW/HI) *SEE NOTES 13 AND 15	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET	ORANGE / VIOLET
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW
	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW	SLATE / YELLOW

FIGURE 1: ANTENNA ORIENTATION



NOTE: ALPHA STARTS AT 0 (NORTH) OR FIRST AZIMUTH AFTER 0
 NOTE: BETA IS FIRST AZIMUTH AFTER ALPHA IN CLOCK-WISE DIRECTION
 NOTE: GAMMA IS FIRST AZIMUTH AFTER BETA IN CLOCK-WISE DIRECTION
 NOTE: DELTA IS FIRST AZIMUTH AFTER GAMMA IN CLOCK-WISE DIRECTION
 NOTE: AZIMUTH IS IDENTIFIED BY THE PANEL, NOT THE ELEMENTS INSIDE



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Version 2.8 -- Updated 5/28/2014

CABLE MARKING TAGS

TO PROVIDE ADDITIONAL IDENTIFICATION OF CABLES SHALL BE IDENTIFIED WITH A METAL TAG MADE OF STAINLESS STEEL OR BRASS AND STAMPED WITH THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSIVE PROOF WIRE OR WAX STRING AROUND THE CABLE. THE TAG SHOULD BE LABELED AS SHOWN BELOW IN FIGURE 2.

FIGURE 2: TAG DETAIL EXAMPLE



CABLE MARKING LOCATIONS TABLE		
TAPE	TAG	LOCATIONS
X		EACH TOP JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
X		EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE SITS OR TRANSMITTER BUILDING.
	X	MARKING TAGS SHALL BE ATTACHED AT CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER
X		ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF BOTTOM JUMPER.

- NOTE 1: ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE.
- NOTE 2: ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF "X" OF SPACING BETWEEN EACH COLOR.
- NOTE 3: ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND MAY BE ONLY "X" WIDE. EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
- NOTE 4: EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH "X" COLOR BANDS JUST PRIOR TO ENTERING THE SITS OR TRANSMITTER BUILDING.
- NOTE 5: ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF "X" BANDS ON EACH END OF THE BOTTOM JUMPER.
- NOTE 6: ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEARLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
- NOTE 7: EACH COLOR BAND SHALL HAVE A MINIMUM OF (3) WRAPS AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- NOTE 8: X-POLE ANTENNAS SHOULD USE "X1-1" FOR THE "+45" PORT, "X2-2" FOR THE "-45" PORT.
- NOTE 9: COLORBAND #4 REFERS TO THE FREQUENCY BAND ORANGE=850, VIOLET=1900, USED ON JUMPERS ONLY.
- NOTE 10: RF FEEDLINE SHALL BE IDENTIFIED WITH A METAL TAG (STAINLESS OR BRASS) AND STAMPED WITH THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER.
- NOTE 11: ANTENNAS MUST BE IDENTIFIED, USING THE SECTOR LETTER AND ANTENNA NUMBER, WITH A BLACK MARKER PRIOR TO INSTALLATION.
- NOTE 12: ONLY "SECTOR-SPLIT" ANTENNA COAX SHALL CONTAIN A 5TH COLORBAND TO INDICATE "LEFT" OR "RIGHT" BEAM.
- NOTE 13: "SECTOR-SPLIT" ANTENNA COAX SHALL USE BLACK TAPE AS A PLACEHOLDER ON MAINLINE FOR COLORBAND #4 (FREQ BAND).
- NOTE 14: "SECTOR-SPLIT" ANTENNAS SLATE FOR THE LEFT BEAM, AND YELLOW FOR THE RIGHT BEAM.
- NOTE 15: "LOW" BAND REFERS TO 700MHZ OR 850MHZ, "HI" BAND REFERS TO 1900MHZ OR 2100MHZ.

MasTec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 927-1165
APEX JOB No. MS22-114

WT - HOWELL & RAWSON
SITE NO. WI0390
7337 SOUTH HOWELL AVENUE
OAK CREEK, WI 53154

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2	02/14/22	FINAL COX REVIEW FOR CONSTRUCTION	14	10	02
1	02/15/22	FINAL COX REVIEW FOR CONSTRUCTION	14	10	02
0	02/14/22	FINAL COX REVIEW FOR CONSTRUCTION	14	10	02
0	02/14/22	RELEASE FOR REVIEW	14	10	02
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0	DATE	REVISION	BY	CHK	APP

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COAX COLOR CODING	
Orange Bands	02
MS390-10	2
11 of 11	

WISIL STANDARD FIBER-OPTIC DEPLOYMENT PLANS (Version 2.8 - Updated 5/28/2014)

NOTE: ** DENOTES SPECIAL DEPLOYMENT WHERE RRH IS TECHNOLOGY SPLIT WITH UMITS AND LTE
NOTE: RRHS LISTED IN PARENTHESES AND ITALICS INDICATE ERICSSON "A2" MODULES

FIBER TRUNK #1						
RRH NAME	SECTOR	TECHNOLOGY	BAND	FIBER TRAY ID	FIBER TRAY PORT	SQUID/TRUNK PAIR
LTE-700-A1	A	LTE	700	A	1	1
LTE-700-B1	B	LTE	700	A	2	2
LTE-700-C1	C	LTE	700	A	3	3
LTE-2100-A2 (L77/200A2)	A	LTE	2100	A	4	4
LTE-2100-B2 (L77/200B2)	B	LTE	2100	A	5	5
LTE-2100-C2 (L77/200C2)	C	LTE	2100	A	6	6
LTE-1900-A10 (L77/1900A10)	A	LTE	1900	A	7	7
LTE-1900-B10 (L77/1900B10)	B	LTE	1900	A	8	8
LTE-1900-C10 (L77/1900C10)	C	LTE	1900	A	9	9
LTE-850-A10 (L77/850A10)	A	LTE	850	A	10	10
LTE-850-B10 (L77/850B10)	B	LTE	850	A	11	11
LTE-850-C10 (L77/850C10)	C	LTE	850	A	12	12
SPARE	B			B	7	13
SPARE	B			B	8	14
SPARE	B			B	9	15
SPARE	B			B	10	16
SPARE	B			B	11	17
SPARE	B			B	12	18

FIBER TRUNK #2						
RRH NAME	SECTOR	TECHNOLOGY	BAND	FIBER TRAY ID	FIBER TRAY PORT	SQUID/TRUNK PAIR
UMTS-850-A4	A	UMTS	850	C	1	1
UMTS-850-B4	B	UMTS	850	C	2	2
UMTS-850-C4	C	UMTS	850	C	3	3
UMTS-1900-A5	A	UMTS	1900	C	4	4
UMTS-1900-B5	B	UMTS	1900	C	5	5
UMTS-1900-C5	C	UMTS	1900	C	6	6
UMTS-1900-A6	A	UMTS	1900	C	7	7
UMTS-1900-B6	B	UMTS	1900	C	8	8
UMTS-1900-C6	C	UMTS	1900	C	9	9
LTE-700-DE-A7	A	LTE	700DE	C	10	10
LTE-700-DE-B7	B	LTE	700DE	C	11	11
LTE-700-DE-C7	C	LTE	700DE	C	12	12
LTE-WCS-A8	A	LTE	WCS	B	1	13
LTE-WCS-B8	B	LTE	WCS	B	2	14
LTE-WCS-C8	C	LTE	WCS	B	3	15
SPARE	B			B	4	16
SPARE	B			B	5	17
SPARE	B			B	6	18

SECTORS	ALPHA	RED
	BETA	BLUE
	GAAMA	GREEN
	UMTS	SLATE
	LTE	ORANGE
FREDBAND	700	BROWN
	850	VIOLET
	1900	ORANGE
	2100	WHITE
	WCS	YELLOW
	700DE	SLATE
PORT	MASTER	VIOLET
	SPLIT/SLAVE	YELLOW
>10MHz A2 MODULE F4		BROWN
>10MHz A2 MODULE F2		SLATE

NOTE: "RED", "BLUE", AND "GREEN" ARE NOT USED ON ANY OTHER COLOR BAND AND ALWAYS BE THE 1st COLOR BAND

MIDWEST FIBER-OPTIC JUMPER COLOR CODE STANDARD (Version 2.8 - Updated 5/28/2014)

SECTOR	TECHNOLOGY	BAND	RADIO NAME	COLOR CODE	NOTES
A	LTE	700	LTE-700-A1	RED	ORANGE BROWN VIOLET
A	LTE	2100	LTE-2100-A2	RED	ORANGE WHITE VIOLET
A	LTE	2100	LTE-2100-A3	RED	ORANGE WHITE BROWN "A2" MODULE, SEE NOTE 1 BELOW
A	UMTS	850	UMTS-850-A4	RED	SLATE VIOLET YELLOW "TECHNOLOGY-SPLIT"
A	LTE	850	LTE-850-A4S	RED	ORANGE VIOLET YELLOW "TECHNOLOGY-SPLIT"
A	UMTS	1900	UMTS-1900-A5	RED	SLATE ORANGE VIOLET "TECHNOLOGY-SPLIT"
A	LTE	1900	LTE-1900-A6	RED	ORANGE ORANGE SLATE "A2" MODULE, SEE NOTE 1&2 BELOW
A	LTE	700DE	LTE-700DE-A7	RED	ORANGE YELLOW VIOLET
A	LTE	WCS	LTE-WCS-A8	RED	ORANGE SLATE VIOLET
A	LTE	850	LTE-850-B8	RED	ORANGE VIOLET VIOLET
A	LTE	1900	LTE-1900-B10	RED	ORANGE ORANGE VIOLET
A	LTE	1900	LTE-1900-A11	RED	ORANGE ORANGE BROWN "A2" MODULE, SEE NOTE 1 BELOW
B	LTE	700	LTE-700-B1	BLUE	ORANGE BROWN VIOLET
B	LTE	2100	LTE-2100-B3	BLUE	ORANGE WHITE VIOLET
B	LTE	2100	LTE-2100-B3	BLUE	ORANGE WHITE VIOLET "A2" MODULE, SEE NOTE 1 BELOW
B	UMTS	850	UMTS-850-B4	BLUE	SLATE VIOLET VIOLET "TECHNOLOGY-SPLIT"
B	UMTS	850	LTE-850-B4S	BLUE	ORANGE VIOLET YELLOW "TECHNOLOGY-SPLIT"
B	UMTS	1900	UMTS-1900-B5	BLUE	SLATE ORANGE VIOLET
B	LTE	1900	LTE-1900-B6	BLUE	ORANGE ORANGE SLATE "A2" MODULE, SEE NOTE 1&2 BELOW
B	LTE	700DE	LTE-700DE-B7	BLUE	ORANGE YELLOW VIOLET
B	LTE	WCS	LTE-WCS-B8	BLUE	ORANGE SLATE VIOLET
B	LTE	850	LTE-850-B9	BLUE	ORANGE VIOLET VIOLET
B	LTE	1900	LTE-1900-B10	BLUE	ORANGE ORANGE VIOLET
B	LTE	1900	LTE-1900-B11	BLUE	ORANGE ORANGE BROWN "A2" MODULE, SEE NOTE 1 BELOW
C	LTE	700	LTE-700-C1	GREEN	ORANGE BROWN VIOLET
C	LTE	2100	LTE-2100-C2	GREEN	ORANGE WHITE VIOLET
C	LTE	2100	LTE-2100-C3	GREEN	ORANGE WHITE BROWN "A2" MODULE, SEE NOTE 1 BELOW
C	UMTS	850	UMTS-850-C4	GREEN	SLATE VIOLET VIOLET
C	LTE	850	LTE-850-C4S	GREEN	ORANGE VIOLET YELLOW "TECHNOLOGY-SPLIT"
C	UMTS	1900	UMTS-1900-C5	GREEN	SLATE ORANGE VIOLET
C	LTE	1900	LTE-1900-C5S	GREEN	ORANGE ORANGE YELLOW "TECHNOLOGY-SPLIT"
C	LTE	1900	LTE-1900-C6	GREEN	ORANGE ORANGE SLATE "A2" MODULE, SEE NOTE 1&2 BELOW
C	LTE	700DE	LTE-700DE-C7	GREEN	ORANGE YELLOW VIOLET
C	LTE	WCS	LTE-WCS-C8	GREEN	ORANGE SLATE VIOLET
C	LTE	850	LTE-850-C9	GREEN	ORANGE VIOLET VIOLET
C	LTE	1900	LTE-1900-C10	GREEN	ORANGE ORANGE VIOLET
C	LTE	1900	LTE-1900-C11	GREEN	ORANGE ORANGE BROWN "A2" MODULE, SEE NOTE 1 BELOW

NOTE 1: A SECONDARY JUMPER TO A2 MODULES IS REQUIRED WHEN A CARRIER BANDWIDTH EXCEEDS 10MHz. A2 COLOR CODE IS REQUIRED.
NOTE 2: WHEN DEPLOYING 2 LTE CARRIERS WITHIN THE SAME BAND, F1 IS IDENTIFIED BY BROWN, F2 IS IDENTIFIED BY SLATE.

MasTec
Network Solutions
1351 E. Irving Park Rd
Roscoe, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 29th Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB NO. NS22-114

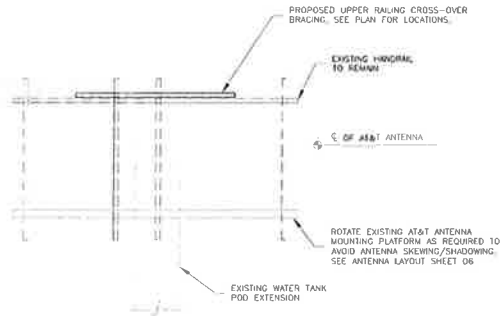
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7337 SOUTH HOWELL AVENUE
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DATE	BY	REVISION	BY	DATE
10/11/12	FWK	ENR REVIEW FOR COMMENTS	JA	10/11/12
11/05/12	FWK	ENR REVIEW FOR COMMENTS	JA	11/05/12
01/24/13	FWK	ENR REVIEW FOR CONSTRUCTION	JA	01/24/13
01/28/13	FWK	ENR REVIEW FOR REVIEW	JA	01/28/13
04/18/13	FWK	REVISION	JA	04/18/13
04/18/13	FWK	REVISION	JA	04/18/13

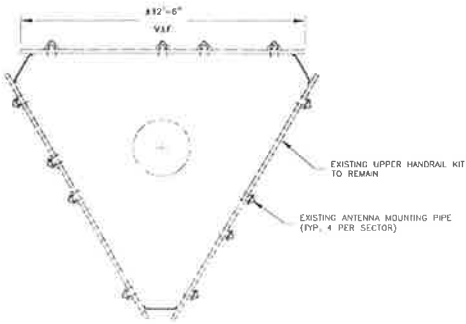
AT&T MOBILITY	
FIBER-OPTIC JUMPER COLOR CODING	
W0350-11	2

ONLY FRONT FACE INFORMATION
6. SHOWN FOR CLARITY

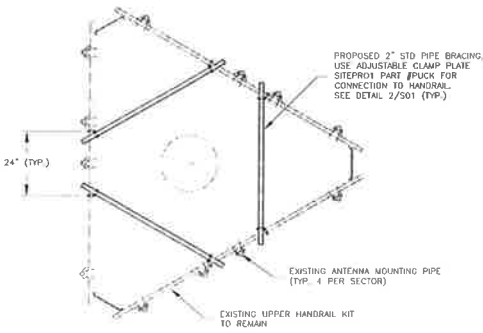


PARTIAL TOWER ELEVATION
SCALE: NONE

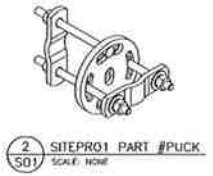
NOTE:
EXISTING OBSTRUCTION
LIGHT ON TOP OF
TOWER TO REMAIN.



EXISTING PLAN VIEW - UPPER RAILING LEVEL
SCALE: NONE



PROPOSED PLAN VIEW - UPPER RAILING LEVEL
SCALE: NONE



2 SITEPRO1 PART #PUCK
SCALE: NONE

- NOTES:**
- ALL MATERIALS ARE GALVANIZED
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING SIZES AND DIMENSIONS IN FIELD. NOTIFY ENGINEERS FOR ANY DISCREPANCY PRIOR TO CONSTRUCTION.
 - RELOCATE EXISTING COAX/JUMPERS/MISC. ITEMS AS REQUIRED

MasTec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60146
Ph: (630) 627-1800
Fax: (630) 627-1185
APEX JOB NO. NS22-11*

WT - HOWELL & RAWSON
SITE NO. WID390
7337 SOUTH HOWELL AVENUE
DAK CREEK, WI 53154



1	08/11/22	FINAL CDR REVISED PER COMMENTS	10	AW	MS
1	08/25/22	FINAL CDR REVISED PER COMMENTS	10	AW	MS
6	08/27/22	FINAL CDR REVISED PER COMMENTS	10	AW	MS
4	09/06/22	REVISED FOR REVIEW	10	AW	MS
03	09/06	REVISIONS	10	AW	MS
SCALE: AS SHOWN			DESIGNED BY: 10	PLANNED BY: 10	

AT&T MOBILITY	
MOUNT MODIFICATION	
ISSUE NUMBER	01
WO390-501	2
H & H	

OAK CREEK ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____

Notary Seal

(Signature of Notary)

My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____
_____, the _____ of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

COMMON COUNCIL REPORT

Item: 25 foot public water main easement at 140 E. Rawson Avenue

Recommendation: That the Common Council makes a motion to approve Resolution 12452-120523 for the 25 foot public water main easement at 140 E. Rawson Avenue. (Tax Key No. 733-9991-001)(1st Aldermanic District)

Fiscal Impact: None

Critical Success Factor(s):

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

Background: The developer working on the Rawson Business Park project at 140 E Rawson Avenue has purchased the road right-of-way for the service drive from Milwaukee County. The service drive is located on the north side of E. Rawson Avenue just east of S. Howell Avenue. This required that the existing public water main be placed into an easement for future maintenance needs. The developer had the exhibits drafted for the easement.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Kristina Strmsek
Assistant Comptroller

Approved:



Michael J. Sullivan, PE
General Manager

Attachments: 12452-120523 Resolution, Easement

RESOLUTION NO. 12452-120523

BY: _____

**RESOLUTION FOR PUBLIC WATER MAIN
EASEMENT AT 140 E. RAWSON AVENUE**

(TAX KEY NO. 733-9991-001)

(1ST ALDERMANIC DISTRICT)

WHEREAS, the Developer, St. John Properties, of the Rawson Business Park project purchased the road right-of-way from Milwaukee County at 140 E. Rawson Avenue along the service drive, and;

WHEREAS, the existing public water main was in the road right-of-way, and;

WHEREAS, a new 25-foot public water main easement will be created to follow the path of the existing public water main on the property, and;

WHEREAS, the developer prepared the easement exhibit for the project, and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the public water main easement be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of December, 2023.

Passed and adopted this 5th day of December, 2023.

President, Common Council

Approved this 5th day of December, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Document Number	Document Title	Recording Area
EASEMENT NO	_____	
PROJECT NO.	_____	
RESOLUTION NO.	_____	
ADDRESS NO.	140 E Rawson Avenue	
GRANTOR(S)	East Rawson Avenue, LLC	Melissa Karls City of Oak Creek 8040 S 6 th Street Oak Creek, WI 53154 Name and Return Address
M/A	2560 Lord Baltimore Dr Baltimore, MD 21244	

733-9991-001
Parcel Identification Number (PIN)

25 FOOT PUBLIC WATER MAIN EASEMENT

THIS INDENTURE, made this _____ day of _____, 2023, by and between, East Rawson Avenue, LLC, a Maryland limited liability company, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a water main and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", within the approximately 25 foot wide easement area depicted and legally described on Exhibit "A",

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

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid water main and appurtenances thereto.

The Grantee acknowledges that Grantor's land contains a frontage road this is subject to an access easement to provide legal pedestrian and vehicular access from Rawson Avenue to multiple adjacent parcels north of Rawson Avenue. In exercising Grantee's rights under this easement, Grantee agrees to schedule installation, maintenance, repair, and replacement activities so as to minimize disruption of access over the frontage road from the adjacent parcels to Rawson Avenue.

The Grantee agrees to restore or cause to have restored the property (including, without limitation, restoring any damage to the frontage road) at Grantee's expense as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the Grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer. Notwithstanding the foregoing, the Grantee confirms that the City Engineer has approved the frontage road and Grantee confirms that said frontage road is not a structure in violation of this paragraph.

The aforesaid water main and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation,

operation, maintenance, removal, use or existence of the aforesaid water main and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantor:

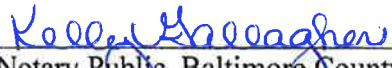
East Rawson Avenue, LLC

By: Edward St. John, LLC, a Delaware limited liability company, its Manager


By: Edward A. St. John, General Manager

STATE OF MARYLAND)
)SS.
BALTIMORE COUNTY)

Personally came before me this 13 day of October, 2023, the above-named, Edward A. St. John, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of East Rawson Avenue, LLC.


Notary Public, Baltimore County, MD

KELLY GALLAGHER
Notary Public-Maryland
Harford County
My Commission Expires
May 22, 2025

My commission expires: May 22 2025

Grantee:

CITY OF OAK CREEK

By: _____
DANIEL J. BUKIEWICZ, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023, DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2023.

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by Brian Johnston, Utility Engineer

Approved as to form by:

Melissa L. Karls, City Attorney

EXHIBIT "A"

PUBLIC WATER MAIN EASEMENT

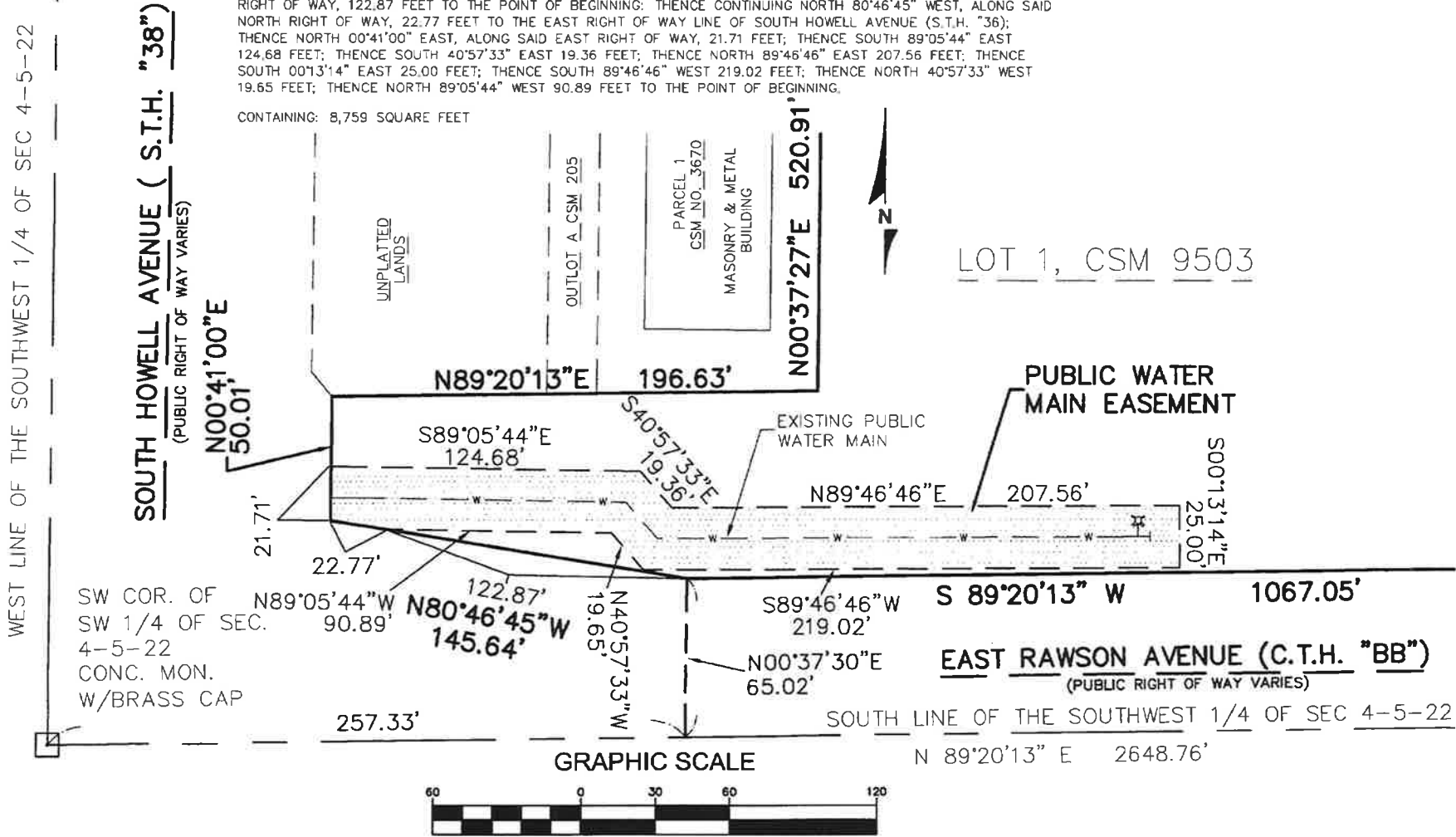

engineering
 civil design and consulting
 9205 W. Center Street
 Suite 214
 Milwaukee, WI 53222
 PH. (414) 443-1312
www.cj-engineering.com

LEGAL DESCRIPTION:

PART OF LOT 1 CSM 9503, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 89°20'13" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 257.33 FEET; THENCE NORTH 00°37'30" E, 65.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST RAWSON AVENUE (C.T.H. "BB"); THENCE NORTH 80°46'45" WEST, ALONG SAID NORTH RIGHT OF WAY, 122.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 80°46'45" WEST, ALONG SAID NORTH RIGHT OF WAY, 22.77 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH HOWELL AVENUE (S.T.H. "36"); THENCE NORTH 00°41'00" EAST, ALONG SAID EAST RIGHT OF WAY, 21.71 FEET; THENCE SOUTH 89°05'44" EAST 124.68 FEET; THENCE SOUTH 40°57'33" EAST 19.36 FEET; THENCE NORTH 89°46'46" EAST 207.56 FEET; THENCE SOUTH 00°13'14" EAST 25.00 FEET; THENCE SOUTH 89°46'46" WEST 219.02 FEET; THENCE NORTH 40°57'33" WEST 19.65 FEET; THENCE NORTH 89°05'44" WEST 90.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,759 SQUARE FEET

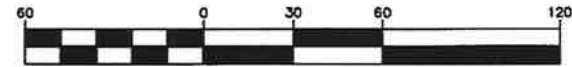


WEST LINE OF THE SOUTHWEST 1/4 OF SEC 4-5-22

SOUTH HOWELL AVENUE (S.T.H. "38")
(PUBLIC RIGHT OF WAY VARIES)

SW COR. OF
SW 1/4 OF SEC.
4-5-22
CONC. MON.
W/BRASS CAP

GRAPHIC SCALE



1 inch = 60 ft

JULY 19, 2023

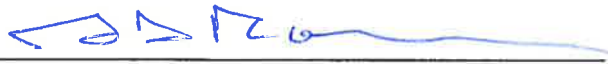
CJE NO.: 1644-02R0-CSM

LENDER CONSENT TO EASEMENT

The undersigned CIBC BANK USA, an Illinois state chartered bank, as the current holder of that certain Amended and Restated Construction Mortgage of Real Property, Security Agreement of Personal Property, Assignment of Rents and Profits and Fixtures Financing Statement (the "Mortgage") from East Rawson Avenue, LLC on Lot 1 of CSM 9503 (which land contains the easement area that is the subject of the foregoing water main easement) which Mortgage was recorded August 31, 2023 with the Milwaukee County Register of Deeds as Document Number 11363663, hereby consents to the utility easement rights granted in the foregoing 25 Foot Public Water Main Easement.


Lender:

CIBC BANK USA, an Illinois state chartered bank

By: 
James D. Roemer, Managing Director

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me this 13 day of OCTOBER, 2023 the above named James D. Roemer, as the Managing Director of CIBC Bank USA, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such Illinois state chartered bank.


Notary Public, State of Wisconsin
My commission: 7/20/22



COMMON COUNCIL REPORT

Item: 25 foot public sanitary sewer easement at 140 E. Rawson Avenue

Recommendation: That the Common Council makes a motion to approve Resolution 12453-120523 for the 25 foot public sanitary sewer easement at 140 E. Rawson Avenue. (Tax Key No. 733-9991-001)(1st Aldermanic District)

Fiscal Impact: None

Critical Success Factor(s):

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

Background: The developer working on the Rawson Business Park project at 140 E Rawson Avenue has purchased the road right-of-way for the service drive from Milwaukee County. The service drive is located on the north side of E. Rawson Avenue just east of S. Howell Avenue. This required that the existing public sanitary sewer be placed into an easement for future maintenance needs. The developer had the exhibits drafted for the easement.

Options/Alternatives: None

Respectfully submitted:



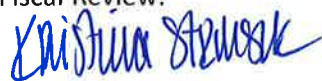
Andrew J. Vickers, MPA
City Administrator

Prepared:



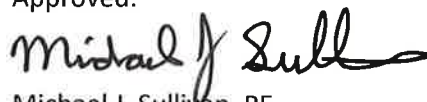
Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Kristina Strmsek
Assistant Comptroller

Approved:



Michael J. Sullivan, PE
General Manager

Attachments: 12453-120523 Resolution, Easement

RESOLUTION NO. 12453-120523

BY: _____

**RESOLUTION FOR PUBLIC SANITARY SEWER
EASEMENT AT 140 E. RAWSON AVENUE**

(TAX KEY NO. 733-9991-001)

(1ST ALDERMANIC DISTRICT)

WHEREAS, the Developer, St. John Properties, of the Rawson Business Park project purchased the road right-of-way from Milwaukee County at 140 E. Rawson Avenue along the service drive, and;

WHEREAS, the existing public sanitary sewer was in the road right-of-way, and;

WHEREAS, a new 25-foot public sanitary sewer easement will be created to follow the path of the existing public sanitary sewer on the property, and;

WHEREAS, the developer prepared the easement exhibit for the project, and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the public water main easement be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of December, 2023.

Passed and adopted this 5th day of December, 2023.

President, Common Council

Approved this 5th day of December, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Document Number	Document Title	Recording Area
EASEMENT NO	25 Foot Public Sanitary Sewer Easement	
PROJECT NO.		
RESOLUTION NO.		
ADDRESS NO.	140 E Rawson Avenue	
GRANTOR(S)	East Rawson Avenue, LLC	
M/A	2560 Lord Baltimore Dr Baltimore, MD 21244	Melissa Karls City of Oak Creek 8040 S 6 th Street Oak Creek, WI 53154 Name and Return Address

733-9991-001
Parcel Identification Number (PIN)

25 FOOT PUBLIC SANITARY SEWER EASEMENT

THIS INDENTURE, made this _____ day of _____, 2023, by and between, East Rawson Avenue, LLC, a Maryland limited liability company, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a sanitary sewer and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", within the approximately 25 foot wide easement area depicted and legally described on Exhibit "A",

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

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid sanitary sewer and appurtenances thereto.

The Grantee acknowledges that Grantor's land contains a frontage road this is subject to an access easement to provide legal pedestrian and vehicular access from Rawson Avenue to multiple adjacent parcels north of Rawson Avenue. In exercising Grantee's rights under this easement, Grantee agrees to schedule installation, maintenance, repair, and replacement activities so as to minimize disruption of access over the frontage road from the adjacent parcels to Rawson Avenue.

The Grantee agrees to restore or cause to have restored the property (including, without limitation, restoring any damage to the frontage road) at Grantee's expense as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the Grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer. Notwithstanding the foregoing, the Grantee confirms that the City Engineer has approved the frontage road and Grantee confirms that said frontage road is not a structure in violation of this paragraph.

The aforesaid sanitary sewer and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation,

operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantor:

East Rawson Avenue, LLC

By: Edward St. John, LLC, a Delaware limited liability company, its Manager


By: Edward A. St. John, General Manager

STATE OF MARYLAND)
)SS.
BALTIMORE COUNTY)

Personally came before me this 13 day of October, 2023, the above-named, Edward A. St. John, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of East Rawson Avenue, LLC.


Notary Public, Baltimore County, MD

My commission expires: May 22, 2025

KELLY GALLAGHER Notary Public-Maryland Harford County My Commission Expires May 22, 2025
--

Grantee:

CITY OF OAK CREEK

By: _____
DANIEL J. BUKIEWICZ, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023, DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2023.

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by Brian Johnston, Utility Engineer

Approved as to form by:

Melissa L. Karls, City Attorney

EXHIBIT "A"

PUBLIC SANITARY SEWER EASEMENT

CJ
engineering
 civil design and consulting
 9205 W. Center Street
 Suite 214
 Milwaukee, WI 53222
 PH. (414) 443-1312
 www.cj-engineering.com

LEGAL DESCRIPTION:

PART OF LOT 1 CSM 9503, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

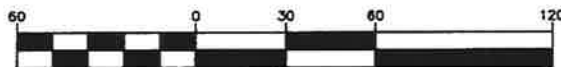
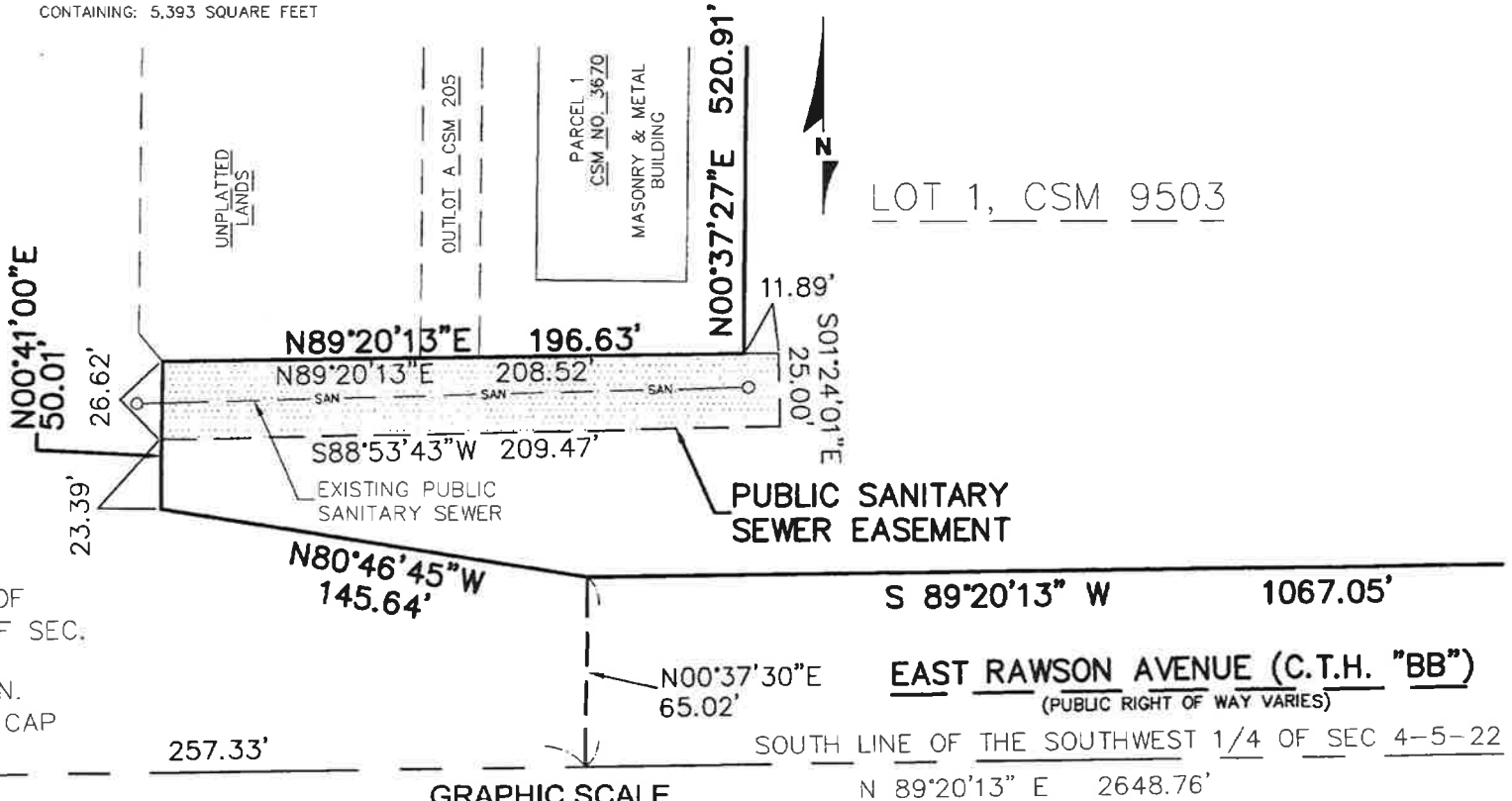
COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 89°20'13" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 257.33 FEET; THENCE NORTH 00°37'30" E, 65.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST RAWSON AVENUE (C.T.H. "BB"); THENCE NORTH 80°46'45" WEST, ALONG SAID NORTH RIGHT OF WAY, 145.64 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH HOWELL AVENUE (S.T.H. "36"); THENCE NORTH 00°41'00" EAST, ALONG SAID EAST RIGHT OF WAY, 23.39 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST RIGHT OF WAY, NORTH 00°41'00" EAST, 26.62 FEET; THENCE NORTH 89°20'13" EAST 208.52 FEET; THENCE SOUTH 01°24'01" EAST 25.00 FEET; THENCE SOUTH 88°53'43" WEST 209.47 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,393 SQUARE FEET

WEST LINE OF THE SOUTHWEST 1/4 OF SEC 4-5-22

SOUTH HOWELL AVENUE (S.T.H. "38")
 (PUBLIC RIGHT OF WAY VARIES)

SW COR. OF
 SW 1/4 OF SEC.
 4-5-22
 CONC. MON.
 W/BRASS CAP



1 inch = 60 ft

JULY 19, 2023

CJE NO.: 1644-02R0-CSM

COMMON COUNCIL REPORT

Item: Memorandum of Understanding (MOU) between the City of Oak Creek and the Wisconsin Elections Commission regarding the use of Badger Books.

Recommendation: That the Common Council adopt Resolution No. 12454 - 1205023 approving the MOU to comply with the terms of use of Badger Books with the Wisconsin Elections Commission.

Fiscal Impact: None

Critical Success Factor(s):

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

Background: The Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes.

On July 18, 2023, the City of Oak Creek authorized participation in the Badger Book Program through Common Council action. This action approved the use of the electronic poll book software created by the Wisconsin Elections Commission. The City will abide by the terms of use provided by the MOU.

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Catherine A. Roeske, CMC/WCMC
City Clerk

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: Memorandum of Understanding (MOU) - Wisconsin Elections Commission

RESOLUTION NO. 12454 - 120523

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OAK CREEK AND
WISCONSIN ELECTIONS COMMISSION REGARDING BADGER BOOKS

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Memorandum of Understanding between the City of Oak Creek and Wisconsin Elections Commission regarding Badger Books (the "MOU") is hereby approved.

BE IT FURTHER RESOLVED that the City Administrator is authorized to sign the MOU.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this ____ day of _____, 2023.

Passed and adopted this ____ day of _____, 2023.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2023.

Mayor Daniel J. Bukiewicz

ATTEST:


Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



Memorandum of Understanding


By and Between

City  of Oak Creek

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User City  of Oak Creek in Milwaukee County, Wisconsin, Administrator/Chair Andrew J. Vickers ("Municipal User"), Address 8040 S. 6th St., Oak Creek, WI 53154, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. **Scope**

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunseting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunseting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunseting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunseting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place. **At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity.** Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

- elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.
- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
 - ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

- A. Term: The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. Representations: Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. Warranties: The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. Indemnification: The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. Confidentiality: The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed _____ Date _____

Andrew J. Vickers

Printed name

Oak Creek

Municipality Name

WisVote Relier

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed _____ Date _____

Printed name

WisVote Provider Name (County)

Signed _____ Date _____

Printed Name

Milwaukee

County Name

COMMON COUNCIL REPORT

Item: Appointment of Election Inspectors

Recommendation: That the Common Council approves the appointment of Election Inspectors for a two year period of January 1, 2024 through December 31, 2025 as listed on the attachment.

Fiscal Impact: None

Critical Success Factor(s):

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

Background: Election Inspectors are appointed at the end of odd-numbered years for a two-year period, in accordance with Wisconsin State Statute 7.30(4). The attached listing of names and addresses are the Election Inspector nominees. The City did receive nominees from the Republican Party and the Democratic Party, they are included in the listing.

Since 2024 will be a major election year, recruitment for new Election Inspectors will continue into 2024. As new Election Inspectors are recruited or if political party nominations become available, additional appointments will be recommended for approval.

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Catherine A. Roeske, CMC/WCMC
City Clerk

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: Election Inspector Appointment Listing

First Name	Last Name	Party Affiliation	Street Address	City
Carol J	Anderson	Unaffiliated	435 E. Fitzsimmons Road	Oak Creek
Carol	Baltutis	Unaffiliated	7585 S. Manitowoc Ave	Oak Creek
Charles	Baltutis	Unaffiliated	7585 S. Manitowoc Ave.	Oak Creek
Mary	Barker	Unaffiliated	8537 S. Breaburn Drive	Oak Creek
Mary	Billo	Democrat	9052 S Carollton Drive	Oak Creek
John	Biro	Democrat	1091 E. Libby Court	Oak Creek
Evan	Blievernicht	Unaffiliated	2583 W. Orchard Hills Drive #108	Oak Creek
Donna	Blonski	Unaffiliated	614 E. Pergola Place	Oak Creek
KC	Bobolz	Unaffiliated	10600 S. Richard Rd.	Oak Creek
Jerry	Buckmaster	Republican	4220 E. Alton Road	Oak Creek
Thomas	Burosh	Democrat	741 W. Creekway Court	Oak Creek
Donna	Campos	Unaffiliated	8935 S. Woodcreek #114	Oak Creek
Dale	Charneski	Unaffiliated	2272 W. Vista Bella Drive	Oak Creek
Adrianna	Cortez	Unaffiliated	9260 S. Nicholson Road	Oak Creek
Jacquelyn	Damask	Republican	9701 S. Chicago Road	Oak Creek
Dean	Daniels	Democrat	1426 Buckwood Court	Oak Creek
Sandra	Dudley	Republican	2270 W. Vista Bella Drive	Oak Creek
Carol	Esteves	Unaffiliated	414 E. Oakwood Road	Oak Creek
Virginia	Ertman	Unaffiliated	9734 S. Shepard Hills Circle	Oak Creek
Karen	Fahrenkrug	Unaffiliated	8131 S. Alisa Lane	Oak Creek
Kelly	Gehrke	Unaffiliated	3173 E. Lindy Lane	Oak Creek
Michael	Gehrke	Unaffiliated	3173 E. Lindy Lane	Oak Creek
Patricia	Getschman	Unaffiliated	7971 S. 6th Street, Apt. 418	Oak Creek
Nancy	Gondek	Unaffiliated	8935 S. Wood Creek Dr. #217	Oak Creek
Pamela	Gotch	Unaffiliated	400 E. Centennial Drive Apt. #231	Oak Creek
Todd	Casell Grover	Unaffiliated	431 E. Evandale Drive	Oak Creek
Eileen	Hamilton	Unaffiliated	340 E. Fitzsimmons Rd.	Oak Creek
David	Hanson	Republican	8532 S. Bedford Way	Oak Creek
Patricia	Hansen	Unaffiliated	8935 S. Wood Creek Dr. # 320	Oak Creek
Carrie	Haselow	Unaffiliated	3345 S. 6th Street	Milwaukee
Rhonda	Helton	Unaffiliated	8570 S. Sharon Drive	Oak Creek
Samantha	Henschel	Democrat	7546 S. Nicholas Drive Unit 205	Oak Creek
Genene	Hibbler	Unaffiliated	6585 S. Crane Drive	Oak Creek
Candy	Hoyt	Unaffiliated	3940 S Prairie Hill Lane Apt. 309	Greenfield
Jill	Huff	Unaffiliated	8836 S. 6th Ave.	Oak Creek
Mary	Hunt	Unaffiliated	2537 W. Hilltop Ln.	Oak Creek
Timothy	Jackalone	Unaffiliated	3541 E. Oakwood Road	Oak Creek
Elaine	Kelly	Unaffiliated	6441 S. Crabapple Court #4	Oak Creek
Darcey	Kendl	Unaffiliated	9348 S. Regency Drive	Oak Creek
Megan	Knight	Unaffiliated	2190 E. Hidden Creek Ct. #104	Oak Creek
Theresa	Knorr	Unaffiliated	435 W. Aspen Drive Unit 9	Oak Creek
Grace	Kragness	Unaffiliated	9300 S. Nicholson Road	Oak Creek
Debra	Krajnak	Unaffiliated	3501 E. Oakwood Rd.	Oak Creek
Mary	Kramer	Unaffiliated	3451 E Bonnie Dr	Oak Creek
Linda	Krivanek	Unaffiliated	2015 W. Wood Ave.	Oak Creek
Patrice	Krukowski	Unaffiliated	8209 S. Glenfield Drive	Oak Creek
Joan	Kuspa	Unaffiliated	8000 S. Market Street Apt. 431	Oak Creek

Dan	Lewandowski	Unaffiliated	6881 S. Birdsong Dr. #103	Oak Creek
Judith	Levar	Unaffiliated	1321 E. Elm Rd.	Oak Creek
Dawn	Leys	Unaffiliated	3875 E. Elm Rd.	Oak Creek
Ruthann	Liegler	Unaffiliated	3604 E. American Ave	Oak Creek
Terence	Liegler	Unaffiliated	3604 E. American Ave	Oak Creek
Joan	Liempeck	Unaffiliated	2205 E. Excalibur Court	Oak Creek
Cindy	Lochemes	Unaffiliated	911 E. Melody Drive	Oak Creek
Grace	Matranga	Unaffiliated	4034 W. Anthony Drive	Franklin
Brett	Maus	Unaffiliated	8935 S. Woodcreek Dr. #314	Oak Creek
Emily	Meyer	Unaffiliated	9766 S. Shepard Hills Drive	Oak Creek
Samantha	McGhee	Unaffiliated	7782 S. Drexel Ridge Way	Oak Creek
Jennifer	Myers	Unaffiliated	999 E. Michigan Ave.	Oak Creek
Jackie	Napoli	Unaffiliated	3261 E. Lindy Lane	Oak Creek
Lynn	Pawelski	Unaffiliated	850 W. Creekway Court	Oak Creek
Suzanne	Peske	Unaffiliated	430 E. Robert Road	Oak Creek
Lynn	Polinski	Unaffiliated	8280 S. Willow Ct.	Oak Creek
Zodie Marie	Reigel	Republican	4220 E. Alton Road	Oak Creek
Peggy S	Renner-Howell	Unaffiliated	55 E. Fieldstone Circle #4	Oak Creek
Kelly	Richman	Democrat	6894 S. Rolling Meadows Court	Oak Creek
Jacquelyn	Roeske	Unaffiliated	1412 E. Buckwood Court	Oak Creek
Marilyn	Rome	Unaffiliated	545 Estates Place	Oak Creek
Elizabeth	Rost	Republican	250 E. Stuart Drive	Oak Creek
Ellen	Rozdzialowski	Unaffiliated	555 E. Golden Lane	Oak Creek
Sarah	Rybacki	Unaffiliated	6903 S. 13th Street	Oak Creek
Jonathan	Sadowski	Republican	2257 W. Vista Bella Drive	Oak Creek
Susan	Schrank	Unaffiliated	8870 S. Chesapeake Court	Oak Creek
Genie	Seep	Unaffiliated	8751 S. Wood Creek Drive Apt. #8	Oak Creek
Sarah	Seward	Unaffiliated	9165 S. Arbor Creek Drive	Oak Creek
Joy	Simpson	Unaffiliated	494 W. Sunnyview Dr. #3	Oak Creek
Ocelia	Simpson	Unaffiliated	494 W. Sunnyview Dr. #3	Oak Creek
Barb	Sommers	Unaffiliated	10305 Root River Drive	Caledonia
Evelyn	Spadinger	Unaffiliated	2274 W. Vista Bella Drive	Oak Creek
James	Stark	Unaffiliated	10377 S. Justin Drive	Oak Creek
Carol	Steffens	Unaffiliated	10724 S. Christina Court	Oak Creek
James	Steffens	Unaffiliated	10724 S. Christina Court	Oak Creek
Steven	Stein	Unaffiliated	1227 W. York Street	Oak Creek
Gail	Stefanik	Unaffiliated	2225 E. Chestnut Dr.	Oak Creek
Carol	Stillwell	Unaffiliated	3808 E. O'Brien Road	Oak Creek
Susan	Szoda	Unaffiliated	1200 E David Lane	Oak Creek
Carmen	Tavarez	Unaffiliated	1375 W. Violet Drive	Oak Creek
Mary	Tetzlaff	Unaffiliated	1002 E. Drexel Ave.	Oak Creek
Mark	Timmers	Unaffiliated	331 E Wynbrook Drive	Oak Creek
Dennis	Walder	Unaffiliated	495 E. Parkway Estates Dr.	Oak Creek
Janice	Walder	Unaffiliated	495 E. Parkway Estates Dr.	Oak Creek
Judy	Wehrli	Unaffiliated	839 W. Grange Ave.	Milwaukee
Michael	Westfahl	Unaffiliated	10830 S. Harrian Lane	Oak Creek
Janice	Wilinski	Unaffiliated	7240 S. Howell Ave.	Oak Creek
Debra	Williams	Unaffiliated	8771 S. Carol Court	Oak Creek
Mary	Zahn	Unaffiliated	8935 S. Wood Creek Dr. #113	Oak Creek

Roberta	Zapp	Unaffiliated	9455 S. Regency Drive	Oak Creek
David	Alonso	Unaffiliated	6614 S. Crane Drive	Oak Creek
Elizabeth	Havas	Unaffiliated	3479 W. Red Leaf Court	Franklin
Nil	Massaneda	Unaffiliated	561 E. Arthur Drive	Oak Creek
Yihao	Sun	Unaffiliated	8409 S. Polomino Drive	Oak Creek
Rebekah	Dashner	Unaffiliated	10235 S. Judith Place	Oak Creek
Simran	Mahal	Unaffiliated	6725 S. 20th Street	Oak Creek
Nicola	Li	Unaffiliated	8409 S. Palomino Drive	Oak Creek
Bella	Delgado	Unaffiliated	9817 S. Mustang Place	Oak Creek
Elizabeth	Havas	Unaffiliated	3479 W. Red Leaf Court	Franklin
David	Alonso	Unaffiliated	6614 S. Crane Drive	Oak Creek
Nicholas	Clarke	Unaffiliated	9716 S. Scenic Court	Oak Creek
Tessa	Kaluser	Unaffiliated	8170 S. 20th Street	Oak Creek
Julia	Lang	Unaffiliated	1060 E. Prairie View Drive	Oak Creek
Anirudhraj	Patteti	Unaffiliated	970 E. Mackinac Ave.	Oak Creek
Ariana	Litchford	Unaffiliated	2021 W. Oakwood Road	Oak Creek
Amanda	Baumann	Unaffiliated	2523W Heaven View lane	Oak Creek
Emma	Reyna	Unaffiliated	7679 S. Quincy Ave.	Oak Creek
Harjasan	Singh	Unaffiliated	1151 W. Sunrise Pass	Oak Creek
Bryce	Hanson	Unaffiliated	3861 E. Green Meadows Drive	Oak Creek
Adam	Johnson	Unaffiliated	4806 S. 22nd Place	Milwaukee

Election Inspectors Nomination List

RECEIVED

NOV 29 2023

CITY OF OAK CREEK

Dear Catherine Roeske,
(municipal clerk)

Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election
Inspectors in Milwaukee County,
(county)

I, Hilario DeLeon, Chairman of the Republican Party of Milwaukee
(name) (position) (county)

County hereby nominate the named individuals below.

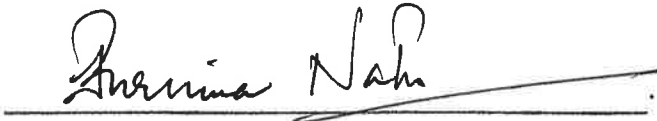
Certification

I, hereby, certify that I have contacted each nominee whose name appears on this list and each
nominee on this list has agreed to serve as an election inspector.



County Party Chair

Date



County Party Secretary

Date

Please do not hesitate to contact me with any questions or if you need any additional
information.

Jonathan Wichman
(Name)

414-333-0225
(Phone)

chaic@wichmanforwisconsin.com
(Email)

First	Last	Phone	Email	Address
Russ	Vinkavich	262-488-7587	rvinkavich@icloud.com	930 E Oakwood Rd Oak Creek WI 53154
Janice	Tsetsas	414-477-6601	JantsClassicTunes@outlook.com	976 East Bridgewater Court, Oak Creek 53154
Deborah	Whitehall	14143337381	debwhi63@gmail.com	3430 E COUNTY LINE RD Oak Creek
Jeff	Christianson	(414) 216-7464	jchris9012@gmail.com	2695 E Sharon Dr, Oak Creek, WI 53154
Pete	Shmidt	847 848 1716	Pschmidt2822@yahoo.com	7993 s Drexel ridge way apt 208 oak creek, WI 53154
Jerry	Laabs	(414) 852-7372	laabs357@att.net	10650 S Sommers Circle Oak Creek
Terry	Kowalski	414 405 8143	terrykowalski@ymail.com	181 W Aspen Ct, Unit 2 Oak Creek WI 53154
Scott	Johansson	(414) 369-0065	sjohansson12009@hotmail.com	4316 S Nicholson Ave #51 St. Francis, WI 53235



Dan Bukiewicz
Mayor, City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

Catherine Roeske
Clerk, City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

November 2, 2023

Dear Mayor Bukiewicz and Clerk Roeske:

On behalf of the Democratic Party of Milwaukee County, and pursuant to Wis. Stat. §§ 7.30 and 7.52, enclosed please find the Democratic nominees for the position of Election Inspector at polling places and the municipality's alternate absentee canvass site, or "central count," if in use. As required by Wis. Stat. § 7.30(4)(b), we certify that we or our designee has contacted each nominee who appears on the enclosed list and that each nominee has agreed to serve as an election official. We further certify that, as of the date each nominee was contacted and to the best of our ability to verify, they were an eligible elector of Milwaukee County. In addition, we have marked nominees who are eligible electors of the City of Oak Creek and are accordingly eligible to serve at central count pursuant to Wis. Stat. § 7.52(1)(b).

Best regards,


Christine Sinicki (Nov 5, 2023 08:29 CST) (sign)

Chris Sinicki
Chair
Democratic Party of Milwaukee County


Jacob Malinowski (Nov 7, 2023 20:13 CST) (sign)

Jacob Malinowski
Secretary
Democratic Party of Milwaukee County

DEMOCRATIC PARTY OF MILWAUKEE COUNTY
 List of Election Inspector Nominees - November 2023

CITY OF OAK CREEK - MILWAUKEE COUNTY								
First Name	Last Name	Street Address	Mailing City	ZIP Code	Email Address	Phone Number	Voting Municipality	Notes
Brendan	Carranza	3812 North 76th St Apt 2	Oak Creek	53222	bmccarranza42@gmail.com	414-530-7464	CITY OF OAK CREEK - MILWAUKEE COUNTY	
Joseph J	Hoeller	8527 S Breaburn Dr	Oak Creek	53154	josephhoeller2@gmail.com	414-761-4969	CITY OF OAK CREEK - MILWAUKEE COUNTY	
Sunit	Kaur	561 E Arthur Dr	Oak Creek	53154	Sunit00@yahoo.com	414-704-4016	CITY OF OAK CREEK - MILWAUKEE COUNTY	

Catherine Roeske

From: Jonathan W <jonathan_wichmann@outlook.com>
Sent: Wednesday, November 29, 2023 3:22 PM
To: Catherine Roeske
Subject: Re: [EXTERNAL] Poll Worker List

Hi Catherine -
We just had a few more poll worker volunteers come in. Can you add these to the list as well?
Thanks!

Michael	Wankowski	(414) 530-0220	mod63w@yahoo.com	3440 E Oak Creek Dr. Oak Creek, WI 531
Craig	Mengeling	(414) 336-2110	food.trucks@yahoo.com	3823 W Iona Terrace Milwaukee 5322
Kathy	Haugh	(414) 732-3991	khaugh@wi.rr.com	3624 W Cypress Lane Franklin, WI 53
Karen	Bliske	(414) 915-4513	karen.bliske@wellsfargoadvisors.com	10310 W St. Martin's Road Franklin 53

COMMON COUNCIL REPORT

Item: Edgemont Estates Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12457-120523 approving the Edgemont Estates Development Agreement with SWITCHBACK ENTERPRISES, LLC for the design and construction of public improvements for the development located at 10670 S. Nicholson Road. (Tax Key No. 958-9995-006) (Project Nos. 23055 and 23056) (5th District).

Fiscal Impact: Developer will be responsible for their established share of the costs related to the work covered under this Development Agreement.

Critical Success Factor(s):

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

Background: SWITCHBACK ENTERPRISES, LLC has proposed developing lands at 10670 S. Nicholson Road, creating a 14-lot subdivision, and four outlots. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public infrastructure and storm water management required for a functional site development. The public infrastructure includes water main, sanitary sewer, storm sewer, street lighting, concrete sidewalk, curb & gutter, stone base, and asphalt pavement. The proposed water main will connect to the existing water main located in S. Nicholson Road, and the proposed sanitary sewer main will connect to the existing sanitary sewer main located in E. Elm Road. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

Options/Alternatives: If the Development Agreement is not approved the public improvements would not be permitted to be installed and the site would remain in its current undeveloped state.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



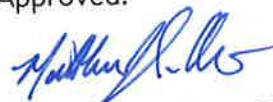
Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Edgemont Estates Development Agreement, Resolution 12457-120523

RESOLUTION NO. 12457-120523

BY: _____

**RESOLUTION APPROVING THE
EDGEMONT ESTATES DEVELOPMENT AGREEMENT**

TAX KEY NO. 958-9995-006

(5th ALDERMANIC DISTRICT)

WHEREAS Chapter 14 of the City of Oak Creek Municipal Code requires that a Development Agreement be entered into prior to the required public improvements being installed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement, attached hereto and incorporated herein by reference, by and between SWITCHBACK ENTERPRISES, LLC and the CITY OF OAK CREEK, is hereby approved.

BE IT FURTHER RESOLVED that any necessary technical corrections to the Development Agreement that are approved by the City Engineer and City Attorney are hereby authorized.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Development Agreement on behalf of the City, and upon execution by both the City and the Developer, the City Clerk is hereby 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 5th day of December, 2023.

Passed and adopted this 5th day of December, 2023.

Kenneth Gehl, Common Council President

Approved this 5th day of December, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Document Number

EDGEMONT ESTATES
INFRASTRUCTURE
DEVELOPMENT AGREEMENT
Document Title

Recording Area

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

958-9995-006

Parcel Identification Number (Pin)

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between SWITCHBACK ENTERPRISES, LLC, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

UNPLATTED LANDS BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 34, TOWN 5 NORTH, RANGE 22 EAST, ALSO BEING THE POINT OF BEGINNING, THENCE N 00°47'59" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34, 238.10 FEET; THENCE N

89°12'01" E, ALONG AN EXTENSION OF AND THE SOUTH LINE OF LOT 1 OF CSM 5982, 246.52 FEET TO THE SOUTH EAST CORNER OF SAID CSM; THENCE N 00°47'59" W, ALONG THE EAST LINE OF LOT 1 OF CSM 5982, 120.00 FEET TO THE NORTHEAST CORNER OF SAID CSM; THENCE S 89°12'01" W, ALONG THE NORTH LINE OF LOT 1 OF CSM 5982, AND EXTENSION OF SAID LINE, 246.52 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE N 00°47'59" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34, 80.00 FEET; THENCE N 89°12'01" E, ALONG AN EXTENSION OF AND THE SOUTH LINE OF CSM 1746, 260.75 FEET TO THE SOUTHEAST CORNER OF CSM 1746; THENCE N 00°47'17" W, ALONG THE EAST LINE OF CSM 1746, LOT 1 OF CSM 134, PARCEL 1 OF CSM 5699, AND PARCEL 1 OF CSM 6386, 823.48 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF CSM 6386 AND SOUTH LINE OF OUTLOT 4 OF CSM 4184; THENCE N 59°58'16" E, ALONG THE SOUTH LINE OF OUTLOT 4 OF CSM 4184, 131.54 FEET TO THE SOUTH LINE OF OUTLOT 1 OF CSM 4184; THENCE N 89°29'33" E, ALONG THE SOUTH LINE OF OUTLOT 1 OF CSM 4184, 279.82 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CSM 8351; THENCE S 00°47'02" E, ALONG THE WEST LINE OF LOT 1 OF CSM 8351, 1327.02 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S 89°25'51" W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, 190.75 FEET; THENCE N 00°29'09" W, 300.00 FEET; THENCE S 89°15'58" W, 210.00 FEET; THENCE S 00°29'08" E, 299.39 FEET, TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S 89°25'51" W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, 254.41 FEET TO THE POINT OF BEGINNING.

Said lands contain 541,768 square feet or 12.437 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a preliminary subdivision plat titled "Edgemont Estates", Tax Key No. 958-9995-006, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City Municipal Code for the purpose of creating a 14-lot subdivision, and four (4) outlots, hereinafter called the "Development"; and

WHEREAS, the proposed preliminary plat was conditionally approved by the City Plan Commission as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to final approval of the Development by the City; and

WHEREAS, Sec. 236.13(2)(a), Wis. Stats., and Chapter 14 of the City Municipal Code provide that, as a condition of approval, the City Common Council may require that the Developer make and install any public improvements reasonably necessary for the Development; and

WHEREAS, Developer will submit to the City final engineering plans which, when approved by the City, shall set forth the final plans and specifications of the improvements necessary for the Development; and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for the Development; and

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. Final Engineering Plans. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by Ellena Engineering Consultants, LLC with the latest revision date, to be approved and signed by the City Engineer.
2. Existing Improvements. The Development is served and will benefit by the existing sanitary sewer as installed within E. Elm Road and the existing water main as installed within S. Nicholson Road.
3. Deferred Special Assessments – There are no outstanding special assessment payments required for this Agreement. Developer shall also sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B.
4. Bike Path and Impact Fees - A bike path acquisition fee of \$50.00 per parcel or dwelling unit, as applicable, is required of all residential developments. The impact fees established for the City under Ordinance 2562 shall also apply to this development. The Developer agrees to pay the \$50.00 bike path fee and the appropriate impact fees, per dwelling unit, created by this Development, at the time a building permit is issued.
5. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
 - A. Public improvements, hereinafter called the "Improvements", shall include the following;
 - 1) All required work for water main, sanitary sewer, storm sewer, street lighting, concrete sidewalk, curb and gutter, stone base, and asphalt pavement.
 - 2) All required work to complete connection to existing water main located in S. Nicholson Road.

- 3) All required work to complete connection to existing sanitary sewer main located in E. Elm Road.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements.
 - C. In the event the Developer does not complete the installation of the Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.
 - D. In accordance with Sections 3.200 through 3.222 of the City Municipal Code and under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other applicable statutory provisions, the City may exercise its power to levy special assessments for the public improvements that have not been installed by the Developer.
6. Project Construction Sequence. The proposed development will be constructed in its entirety as shown in Exhibit C. Before construction of improvements commences, including building construction, the Developer must receive the City Engineer's written approval to proceed, which approval shall not be unreasonably withheld, delayed, or conditioned for all public infrastructure, grading and drainage, erosion control, MMSD and DNR approval for the Development. Sequencing related to the construction of certain improvements are specified below.
 - A. All site utility work will be continuous and not phased.
 - B. Following Developer's execution and City Common Council approval of this Agreement and the City Engineer's written approval of the plans, grading and erosion control may proceed.
 - C. All public infrastructure shall be installed for the entire site, and approved by the City Engineer, prior to the approval of the Final Plat.
 - D. Detention ponds shall be constructed, and entire site stabilized, and approved by the City Engineer, prior to the approval of the Final Plat.
5. Items Required Prior to installation of Erosion Control - Prior to the commencement of construction consistent with the required erosion control plan, the City Engineer shall confirm and Developer shall provide proof of:

- A. Approval of all plans required in Paragraph IV of Exhibit A.
 - B. Issuance of erosion control permit.
6. Items Required Prior to start of Site Work - Prior to the commencement of site work, including but not limited to clearing and grubbing, grading, and construction of the approved storm water management facilities, the City Engineer shall confirm and, where applicable, Developer shall provide proof of:
- A. Approval of all plans required in Paragraph II and III in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District for the storm water management plan.
 - E. Developer has attained and provided to the City Engineer the approved Notice of Intent from the Wisconsin Department of Natural Resources.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
7. Items Required Prior to start of Public Infrastructure Construction - Prior to the commencement of construction of public infrastructure construction, the City Engineer shall confirm and, where applicable, Developer shall provide proof of:
- A. Approval of all plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - E. Developer has arranged for the City to inspect the proposed construction of the public infrastructure.

- F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.

8. Final Plat Approval

- A. Upon final certification by the City Engineer, which certification shall not be unreasonably withheld, delayed, or conditioned, that all of the required public improvements and requirements as outlined in this Agreement are constructed, inspected and found to be in compliance with City requirements and (1) proof is filed with the City Engineer that a Homeowner's Association has been created and/or said Association is on file with the Register of Deeds office; (2) proof of the public infrastructure costs associated with streets, sewers, water main, lights, trees, etc., have been filed with the City Finance Director and (3) lien waivers shall be filed with the City Engineer as proof that all subcontractors have been paid, the final plat approval shall be presented to the Plan Commission and Common Council.
- B. The Plan Commission has granted conditional preliminary approval of the plat of the development which is attached hereto as Exhibit E (the "Preliminary Plat"). The Preliminary Plat includes Lots 1-14 and four (4) outlots.

9. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials for public improvements.

10. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of one year from the date of dedication of the public improvements. Pursuant to Paragraph 12.A., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the public street shall begin upon completion of the asphalt binder course installation and terminate upon approval of the final plat. Responsibility for the streets and lights will be assigned as follows;

- A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility until approval of the final plat. Snow plowing and maintenance will be the City's responsibility after approval of the final plat.
- B. Street lighting maintenance, including any repairs or knock downs, shall be the Developer's responsibility until approval of the final plat, and thereafter shall be

the City's responsibility.

- C. If street repairs, plowing, street lighting repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the final plat and the City Common Council acceptance of the improvements and release from the Development Agreement.

- 11. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of public improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, prior to their formal dedication of the public improvements to the City as provided in Paragraph 5.A. hereof.

12. Financial Guarantees and Billing

- A. Security Deposit - Prior to and as a condition of Final Engineering Plan approval, the Developer shall deposit the sum of money in cash or certified check as required under Paragraph 10 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this Agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder following the expiration of any applicable notice and cure period, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City for the purposes set forth above, Developer agrees, within ten (10) days after the written demand therefore is

made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to make to the City:

- 1) Completion of landscaping within public right-of-way, if any, including establishment of vegetative cover.
- 2) Payment of reasonable anticipated in-house administrative and inspection fees with deposit of \$5,000.
- 3) Maintenance of public improvements as described in Paragraph 11.
- 4) \$250 per street tree spaced at 50 feet along both sides of Edgemont Court.

The City will release to the Developer all funds from the Collateral, including interest, after the Developer fully and faithfully complies with all of the provisions of this Agreement and completes the above-listed items, all to the satisfaction of the City Engineer, which approval shall not be unreasonably withheld, delayed, or conditioned, less amounts, if any previously applied by the City for the obligations secured hereby and after City Council fully releases Developer from its obligations under this Agreement. If the Developer's obligations hereunder to the City, including but not limited to, costs of the above-enumerated improvements, exceed the amount of the Collateral, the Developer is responsible for payment of the balance to the City within 30 days of billing.

B. Billing - The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. The City shall, without notice of hearing, impose a special assessment for the amount of said unpaid costs upon the Property, payable with the next succeeding tax roll.

13. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Improvements outlined in Exhibit A to the Agreement.
14. Deed Restrictions - The Developer shall prepare and submit for review and approval, which shall not be unreasonably withheld, delayed, or conditioned, a draft of deed restrictions governing the proposed parcels. The City-approved deed restrictions shall be recorded separately with the Register of Deeds for Milwaukee County, Wisconsin, along with the final plat. Said restrictions shall incorporate, but not be limited to those set forth in Exhibit D of this Agreement.
15. Easements - The Developer shall acquire and dedicate to the City all public easements

the Improvements specified in Chapter 14 of the Municipal Code.

- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement, subject to the Workmanship Guarantee set forth in Paragraph 10 above and as further described throughout this Agreement..
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Developer shall provide documentation, before final plat approval, that a Homeowner's association has been established.
- J. Developer agrees to allow the City to issue utility construction permits within the proposed City right of way prior to the right of way dedication at final plat approval.
- K. No building permit(s) shall be issued until a final plat is approved.
- L. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and any other documents or agreements expressly referred to herein or any City codes and ordinances or the Final Engineering Plans shall be interpreted such that this Agreement controls, then the City codes and ordinances control, and then the Final Engineering Plans control.
- M. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.
- N. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

In presence of:

DEVELOPER
SWITCHBACK ENTERPRISES, LLC

By: [Signature]
John Coury, Member

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 20 day of November, 2023, the above-named John Coury of SWITCHBACK ENTERPRISES, LLC to me known to be the person who executed the foregoing instrument and to me known to be such Member of said corporation, acknowledged that he executed the foregoing instrument as such officer.



[Signature]
Notary Public, Milwaukee County, WI
My Commission expires: is permanent

(signatures continued on following page)

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023, DANIEL J. BUKIEWICZ, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument as such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2023.

Notary Public
Milwaukee County, Wisconsin
My commission: _____.

This instrument was drafted by Ashley N. Kiepczynski of the City of Oak Creek Engineering Department.

Approved as to form:

Melissa L. Karls, City Attorney

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT EDGEMONT ESTATES

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the "City of Oak Creek Engineering Design Manual," adopted by the Common Council on July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

The following are the general required improvements, plans, and conditions, all of which will be provided with greater specificity on the Final Engineering Plans, which are incorporated herein by reference:

II. GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing condition and proposed finished floor grades.
2. System plan showing all tributary areas to the proposed site drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. House grading plan showing minimum setback and offset dimensions along with proposed house grades.
4. Storm water management plan that meets current City Ponding Ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on property corners, side yard breaks, main ditches, and detention ponds. The plan shall be prepared by a

consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:

- a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, lot pads, and drainage swales. All lot pads may be graded 2-ft below finished proposed yard grade to accommodate basement spoils.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
 - E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
 - F. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.
 - G. Established grass seed or sod must be in place in the terrace area, minimum of 6-ft behind the curb, before the final plat will be issued.
 - H. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill, or as otherwise approved by Developer's geotechnical engineer.

III. STORM DRAINAGE SYSTEM

A. Required Improvements

Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the Development.

B. Plans and Specifications

- 1) Storm sewer plans.

- 2) Storm sewer calculations.
- 3) Storm sewer system plan update.
- C. Mainline storm sewer shall be installed to provide a downspout connection to all proposed buildings unless they drain directly to a stormwater management facility.
- D. Additional considerations will be required on all ditch slopes exceeding five (5) percent. All roadside ditches or areas within drainage easements shall have a minimum one (1) percent slope. Ditch flow line slopes with less than one (1) percent will require storm sewer.
- E. All roof drains and sump pumps will discharge into a storm sewer or to other outlets approved by the City Engineer.

IV. EROSION AND RUN-OFF CONTROL

A. Required Improvements

Installation and construction of Best Management Practices in the proposed Development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.
- D. Both during and after construction, the surface of exposed bare soils shall be protected in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection

and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to workers and equipment in and around the perimeter of a new structure.

V. SANITARY SEWER – PUBLIC

A. Required Improvements

Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this Development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, and design calculations.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by MMSD, the State of Wisconsin, and South-eastern Wisconsin Regional Planning Commission.
5. Separate sanitary sewer easements for each parcel, where appropriate, shown on the final plat.

C. Installation of one sanitary sewer lateral from the sanitary sewer main, to property line for each proposed lot.

D. Upon completion, furnish and provide to the City an itemized list of actual construction costs for sanitary sewer.

VI. WATER - PUBLIC

A. Required Improvements

Design, install, and provide a complete public water distribution system and install water main designed to meet the ultimate needs of this Development and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of

Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.
2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
3. Separate water main easements for the site, where appropriate, shall be recorded on the final plat.

C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

D. Installation of one water lateral from the water main, to the property line of each proposed lot.

E. Provide hydrant marker flags for each installed public fire hydrant.

VII. STREETS

A. Required Improvements

A 29', back of curb to back of curb, roadway construction with 31" concrete curb and asphalt pavement within the public right-of-way along Edgemont Court. The pavement section shall be comprised of a 10" crushed stone base, pavement edge drains, 31" curb and gutter section, 3-1/4" asphalt binder course and a 1-3/4" layer of asphalt surface course, 5' sidewalk and street lighting.

All pavement markings required for this Development shall be approved by the City Engineer and meet the MUTCD requirements.

B. Plans and Specifications

1. Street plans including plan and profile view, road cross-section and specifications.
2. Pavement design calculations.

3. Proposed established street grade drawing.
- C. Clean-up, repairs, and restoration of all pavement, subgrade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.
 - D. Asphalt materials to follow section 460 of the Standard Specifications.

VII. STREET LIGHTING

A. Required Improvements

A 480-volt LED street lighting system including poles, fixtures, controller, concrete anchor bases, cable-in-duct, junction boxes and other appurtenances is required.

B. Plans and Specifications

1. Street lighting plans, on the paving plans, showing the anchor base, C-N-D, connection to existing lighting system, and junction box locations.
2. Lighting design calculations.

- C. The Developer shall be required to maintain/repair the street lighting until the streets are dedicated to the City.
- D. The luminaire is to be LED as approved by the Engineering Department.

VIII. MISCELLANEOUS

DEVELOPER SHALL:

- A. be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. repair all damage to roads and appurtenances caused by construction operations.
- C. arrange and pay for procurement and installation of approved traffic and street signs.
- D. submit a landscape plan for any screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.

- E. allow for street trees along the proposed roadways in the development. The number of street trees is based on, but not limited to one tree every fifty feet, on each side of the roadway. The City Forester will select the species, location of planting, select the individual trees from the nursery and purchase the trees with the security deposit funds. The trees shall be installed by City forces after lots are developed and the yards are established.
- F. acquire all required underground utility easements.
- G. show all sanitary, drainage, and other public utility easements on the plat. If required easements are omitted, or errors are detected on the plat, the Developer shall make all necessary modifications to the plat at its expense.
- H. design and install all required sidewalk and/or bikeways.
- I. provide ornamental street lighting plans and installation concurrently with road construction in accordance with City specifications.
- J. provide paved temporary cul-de-sac, as required, for the future extension of the roadway.

IX. SPECIFICATIONS

The Improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

Approved by:

 Matthew J. Sullivan, P.E.
 City Engineer

 Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

We, the undersigned, being the Owners of the property that shall benefit by the following proposed public improvements:

Water main, Sanitary Sewer, Storm Sewer, Streets and Street lighting contemplated under this agreement

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.204 of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes and Section 3.203 of the City Municipal Code, and we further agree and acknowledge the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit:

UNPLATTED LANDS BEING A PART OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 22 EAST, CITY OF
OAK CREEK, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

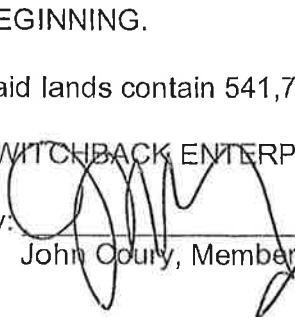
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 34, TOWN 5 NORTH,
RANGE 22 EAST, ALSO BEING THE POINT OF BEGINNING, THENCE N 00°47'59"
W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34, 238.10
FEET; THENCE N 89°12'01" E, ALONG AN EXTENSION OF AND THE SOUTH LINE
OF LOT 1 OF CSM 5982, 246.52 FEET TO THE SOUTH EAST CORNER OF SAID
CSM; THENCE N 00°47'59" W, ALONG THE EAST LINE OF LOT 1 OF CSM 5982,
120.00 FEET TO THE NORTHEAST CORNER OF SAID CSM; THENCE S 89°12'01"
W, ALONG THE NORTH LINE OF LOT 1 OF CSM 5982, AND EXTENSION OF SAID
LINE, 246.52 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34;
THENCE N 00°47'59" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF
SECTION 34, 80.00 FEET; THENCE N 89°12'01" E, ALONG AN EXTENSION OF AND
THE SOUTH LINE OF CSM 1746, 260.75 FEET TO THE SOUTHEAST CORNER OF
CSM 1746; THENCE N 00°47'17" W, ALONG THE EAST LINE OF CSM 1746, LOT 1

OF CSM 134, PARCEL 1 OF CSM 5699, AND PARCEL 1 OF CSM 6386, 823.48 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF CSM 6386 AND SOUTH LINE OF OUTLOT 4 OF CSM 4184; THENCE N 59°58'16" E, ALONG THE SOUTH LINE OF OUTLOT 4 OF CSM 4184, 131.54 FEET TO THE SOUTH LINE OF OUTLOT 1 OF CSM 4184; THENCE N 89°29'33" E, ALONG THE SOUTH LINE OF OUTLOT 1 OF CSM 4184, 279.82 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CSM 8351; THENCE S 00°47'02" E, ALONG THE WEST LINE OF LOT 1 OF CSM 8351, 1327.02 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S 89°25'51" W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, 190.75 FEET; THENCE N 00°29'09" W, 300.00 FEET; THENCE S 89°15'58" W, 210.00 FEET; THENCE S 00°29'08" E, 299.39 FEET, TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S 89°25'51" W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, 254.41 FEET TO THE POINT OF BEGINNING.

Said lands contain 541,768 square feet or 12.437 acres.

SWITCHBACK ENTERPRISES, LLC

By:


John Coury, Member


Date

EXHIBIT C
PROJECT SITE

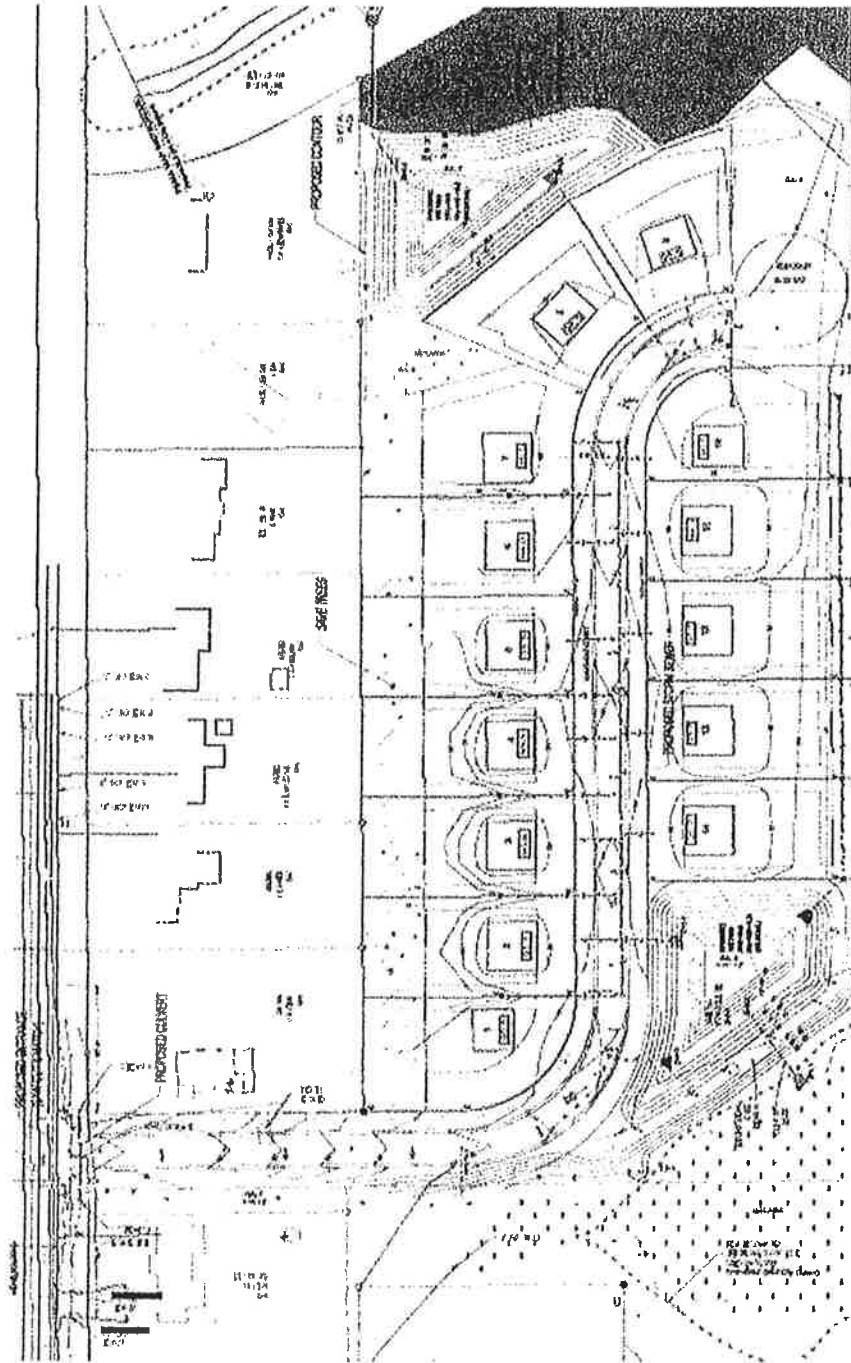


EXHIBIT D

DEED RESTRICTIONS

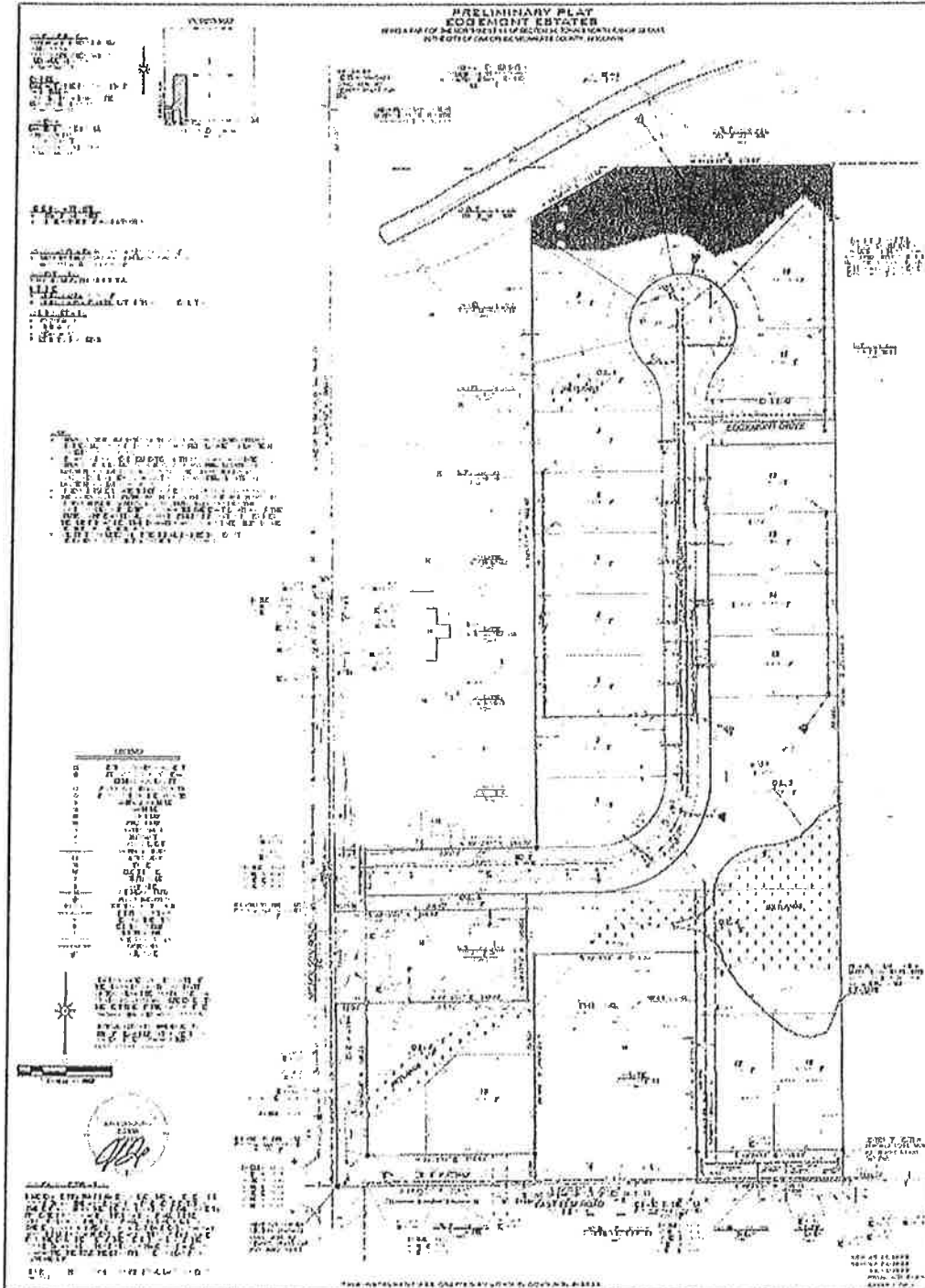
- A. Developer, as used in the context of these deed restrictions shall mean the Developer, his heirs, personal representatives, successors and assigns.
- B. Electric, telephone, and cable television services shall be provided by the installation of underground service lines.
- C. A copy of the approved grading plans referred to in Exhibit A of the development agreement shall be on file at the office of the City Engineer.
- D. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) requires the issuance of a permit by the City and/or the State of Wisconsin, as may be applicable.
- E. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, lot pads, and at other critical locations as determined by the City Engineer, complies with the approved grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.

If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to the City Engineer prior to final plat approval. Property owner is responsible to conform to the master grading plan.

- F. A permanent lawn shall be established on each parcel within one year after the issuance of the occupancy permit.
- G. The permanent maintenance of all drainage swales shall be vested with the Developer until individual lots are deeded over to the new property owner.
- H. The property owner or the Developer (whomever is the current land owner) shall be responsible for damage to and replacement of all existing utilities and improvement facilities damaged by such property owner or Developer during the period of home construction and/or lot grading or improvements as may be caused by the property owner, Developer or their respective contractors while within the certified survey map limits or an adjacent parcel or within the abutting street right-of-way.

- I. A driveway approach in accord with the provisions of Chapter 6 of the Oak Creek Municipal Code shall be installed to service each parcel within one year after the issuance of the occupancy permit. A permit from the City Engineer is required for this construction.
- J. All outlots, common areas, pedestrian pathways, storm water detention facilities and wetland areas that are not located within lots shall be owned and maintained by the Homeowners Association, unless noted on the final plat as being dedicated to the public.
- K. The City does not enforce deed restrictions, except for those that are supported by City ordinance.

EXHIBIT E
PRELIMINARY PLAT





COMMON COUNCIL REPORT

Item: Certified Survey Map - 3444 E. Ryan Rd. - Laurie Helgason P.R., on behalf of the estate of Theresa Aghbashian

Recommendation: That the Council adopts Resolution No. 12456-120523, a resolution approving a Certified Survey Map submitted by Laurie Helgason P.R. on behalf of the estate of Theresa Aghbashian for the property at 3444 E. Ryan Rd. (3rd Aldermanic District).

Fiscal Impact: The proposal is to create one (1) new single-family residential lot. Lot 1 is currently developed with a single-family residence, and is not proposed for further development at this time. Development of Lot 2 will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and impact fees. This property is not part of a TID.

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

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) dividing the property at 3444 E. Ryan Road into two (2) single-family residential parcels. Each of the proposed lots meets the minimum requirements for the Rs-3, Single Family Residential zoning district. Council will note that Lot 1 is currently developed with an existing residence. Lot 2 would be created to the north, taking access from Kinney Lane. Required rights-of-way for both Kinney Lane and Ryan Road will be dedicated as part of this CSM. The existing 20-foot-wide water main easement is shown in the same location as the dedication along Kinney Lane. Neither proposed parcel is located in a floodplain.

The Plan Commission reviewed this request during their November 28, 2023 meeting, and recommended approval subject to the following condition:

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.

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Approved:

Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12456-120523

Location Map

Proposed CSM (3 pages)

RESOLUTION NO. 12456-120523

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
LAURIE HELGASON P.R., ON BEHALF OF THE ESTATE OF THERESA AGHBASHIAN

3444 E. Ryan Rd.
(3rd Aldermanic District)

WHEREAS, LAURIE HELGASON P.R., ON BEHALF OF THE ESTATE OF THERESA AGHBASHIAN, 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 condition:

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 condition:

That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of December, 2023.

Passed and adopted this 5th day of December, 2023.

President, Common Council

Approved this 5th day of December, 2023.

Mayor

ATTEST:

City Clerk

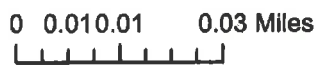
VOTE: Ayes _____ Noes _____

Location Map

3444 E. Ryan Rd.



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



- Parcels
- Zoning
- Official Map

Legend

- Flood Fringe
- Floodway
- Parcels selection

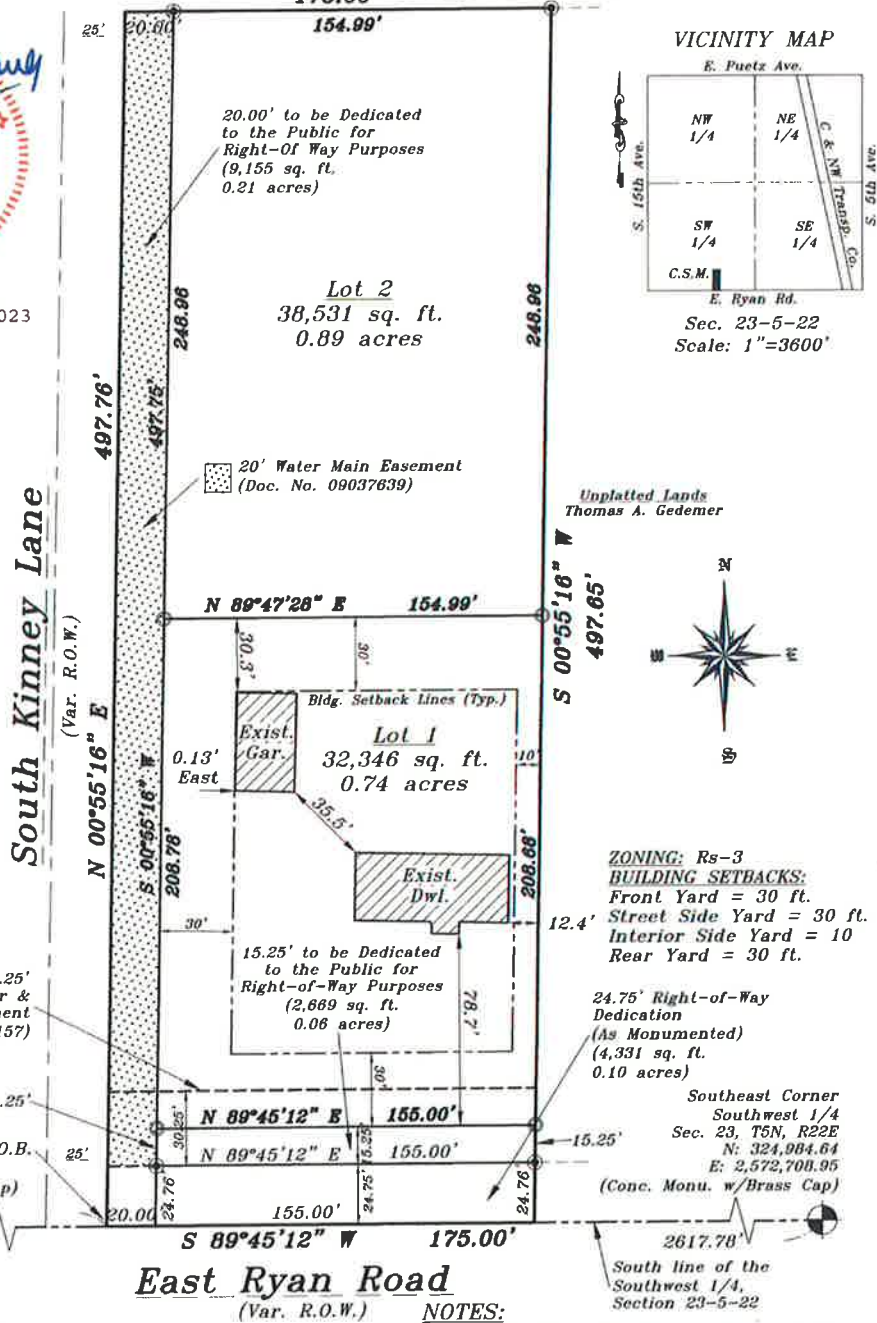
CERTIFIED SURVEY MAP NO. _____

Being a redivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



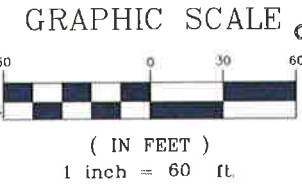
October 18, 2023
Rev. November 15, 2023

N 89°47'28" E Lot 13, Block 3
175.00' Northbrook Addn. No 1



Prepared for:
Laurie Helgason
Christine Zinkiewicz
3444 East Ryan Road
Oak Creek, WI 53154

Prepared by:
Dennis C. Sauer P.L.S-2421
Metropolitan Survey Service, Inc.
8482 S. 76th St.
Franklin, WI 53132
(414) 529-5380



Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD27), with the South line of the SW 1/4 of Section 23, T5N, R22E having an assumed bearing of N 89°45'12" E.

CERTIFIED SURVEY MAP NO. _____

Being a redivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

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

That I have surveyed, divided and mapped a redivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 23, 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 Southwest 1/4; thence N 89°45'12" E along the South line of said Southwest 1/4 and the centerline of East Ryan Road, 1590.96 feet to a point of the intersection of the centerline of said East Ryan Road and the extended east right-of-way line of South Kinney Lane and the point of beginning; thence N 00°55'16" E along said east right-of-way line, 497.76 feet; thence N 89°47'28" E, 175.00 feet; thence S 00°55'16" W, 497.65 feet to the South line of said Southwest 1/4 and the centerline of East Ryan Road; thence S 89°45'12" W along the South line of said Southwest 1/4 and the centerline of East Ryan Road, 175.00 feet to the point of beginning. Excepting the South 40.00 feet and the West 20.00 feet to be dedicated for public right-of-way purposes.

Said lands containing 87,082 square feet (2.00 acres) including public right-of-way dedications.


That I have made such survey, land division and map by the direction of Laurie Helgason and Christine Zinkiewicz, owners of said land.

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

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

October 18, 2023
Date
Rev. November 15, 2023




Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Laurie Helgason
Christine Zinkiewicz
3444 East Ryan Road
Oak Creek, WI 53154

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

CERTIFIED SURVEY MAP NO. _____

Being a redivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

We, Laurie Helgason and Christine Zinkiewicz, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

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

Laurie Helgason

Christine Zinkiewicz

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20__, Laurie Helgason and Christine Zinkiewicz, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

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

Daniel J Bukiewicz, Chairman
City of Oak Creek

Kari Papelbon, Secretary
City of Oak Creek

COMMON COUNCIL APPROVAL

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

Daniel J Bukiewicz, Mayor
City of Oak Creek

Catherine A. Roeske, Clerk
City of Oak Creek

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



October 18, 2023
Rev. November 15, 2023



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 12/5/23 License Committee Report.

Fiscal Impact: License fees in the amount of \$200.00 were collected.

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

Background:

1. Grant an Operator’s license to (favorable background reports received):
 - * Selena J. Gaud (Classic Lanes)
 - * Rebecca L. Kwiecinski (Woodman’s)

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/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 November 29, 2023 Vendor Summary Report in the total of \$322,324.83

Fiscal Impact: Total claims paid of \$322,324.83.

Critical Success Factor(s):c

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

Background: Of note are the following payments:

1. \$20,933.68 to E. H. Wolf & Sons, Inc. (pg #3) for fuel inventory.
2. \$13,479.55 to Edgewater Resources, LLC (pg #3) for Lakefront Bluff Stabilization project management. Project #23005.
3. \$12,442.39 to Faulks Bros. Construction, Inc. (pg #3) for infield mix and volleyball court sand. Project #23026
4. \$103,502.88 to GFL Environmental (pg #4) for November trash and recycling.
5. \$6,203.11 to Graef (pg #4) for Puetz/Liberty Intersection Improvements. Project #22006.
6. \$13,756.68 to Milwaukee County EMS (pgs #6-7) for annual fees.
7. \$23,915.05 to Ramboll US Consulting Inc. (pg #8) for professional services related to Lakeshore Commons and Beazer & Connell.
8. \$67,363.75 to WE Energies (pgs #12-13) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Assistant City Administrator/Comptroller

Attachments: 11/29/2023 Invoice GL Distribution Report