



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

COMMON COUNCIL MEETING AGENDA

FEBRUARY 15, 2021
7:00 P.M.

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

The City's Vision

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

IMPORTANT NOTICE

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

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

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

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

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

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

4. **Special Assessment:** Consider the City's intent to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property along E. Rawson Ave., from 890 feet east of S. Clement Avenue to S. Rolling Meadow Ct. (Project No. 20103) (1st District).
5. **Resolution:** Consider Resolution No. 12227-021521, a final Resolution authorizing water main improvements and levying special assessments against benefited properties along E. Rawson Avenue from 890 feet east of S. Clement Avenue to S. Rolling Meadows Ct. (Tax Key Nos. 731-09993-000, 731-0151-001, 731-9990-000) (Project No. 20203) (1st District).

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

New Business

FACILITIES

6. **Motion:** Consider a *motion* to approve the purchase of the Trane Tracer SC control system upgrade for Department of Public Works in the amount of \$86,642.00 (by Committee of the Whole).
7. **Motion:** Consider a *motion* to approve the purchase of the Trane Tracer SC control system upgrade for the Oak Creek Police Station in the amount of \$149,462.00 (by Committee of the Whole).

POLICE

8. **Resolution:** Consider *Resolution* No. 12223-021521, establishing various fees, permits and charges charged by the City of Oak Creek, to be effective 2/16/2021 (by Committee of the Whole).
9. **Motion:** Consider a *motion* to approve the purchase of the L-Tron OSCR 360 High Resolution Capture Kit in the amount of \$11,119.95 (by Committee of the Whole).

LICENSE COMMITTEE

10. **Motion:** Consider a *motion* to grant the various license requests as listed on the 2/15/21 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

11. **Motion:** Consider a *motion* to approve the February 9, 2021 Vendor Summary Report in the total amount of \$837,350.01. Of this total, \$16,833.71 will impact the 2020 fiscal year. The remaining amount, \$820,516.30 will impact the 2021 fiscal year (by Committee of the Whole).

MISCELLANEOUS

12. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
 - (a) Section 19.85(1)(c) to discuss the performance evaluation for the City Administrator.
13. **Motion:** Consider a *motion* to reconvene into open session.
14. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

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

Publish 2/3/21

CITY OF OAK CREEK

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR WATER MAIN AND APPURTENANCES

IN ACCORDANCE WITH RESOLUTION NO. 12215-011921

(PROJECT NO. 20103)

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

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

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

PLEASE TAKE NOTICE that the Common Council of the City of Oak Creek has declared its intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property in the following location:

PROJECT NO. 20103 WATER MAIN AND APPURTENANCES

All property along E. Rawson Avenue listed below:

1610, 1800, and 1828 E Rawson Avenue

From: 890 feet east of S. Clement Avenue
To: S. Rolling Meadow Court

The report of the Utility Engineer showing preliminary proposed plans, estimated cost of improvements and proposed assessments are on file in the office of the Utility Engineer and may be inspected there Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the proposed assessments on Monday, February 15, 2021 at 7 p.m. in the City Hall Council Chambers. All particulars presented will be finally determined.

By order of the Common Council.

Dated this 3rd day of February, 2021

/s/ Catherine A. Roeske
City Clerk

COMMON COUNCIL REPORT

Item: Special Assessments for Rawson Avenue Water Relay

Recommendation: That the Common Council adopts Resolution No. 12227-021521, a final resolution authorizing water main improvements, and levying special assessments against benefited properties along E. Rawson Avenue from 890 feet east of S. Clement Avenue to S. Rolling Meadows Court. (Tax Key Nos. 731-9993-000, 731-0151-001, 731-9990-000)(Project No. 20103)(1st Aldermanic District)

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$552,000

Critical Success Factor(s):

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

Background: This project was initiated by the Oak Creek Water and Sewer Utility Commission and completes a 12" water main loop along the north side of E. Rawson Avenue to remove two dead ends. The proposed line will run along E. Rawson Avenue from 890 feet east of S. Clement Avenue to S. Rolling Meadow Court. It includes directional drilling 1,385 LF of 12" water main pipe with appurtenances and associated restoration. This will improve water quality and fire flow to this area based on the model created for the Water Master Plan. The fire flow on the west end of the project is estimated to more than double and a 63% increase on the east end. This is over 5,000 gpm of fire flow available.

Options/Alternatives: Do nothing.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: 12227-021521 Final Assessment Resolution, map

RESOLUTION NO. 12227-021521

BY: _____

**FINAL RESOLUTION AUTHORIZING RAWSON AVENUE
WATER MAIN AND APPURTENANCES
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED
PROPERTIES AND APPROVING PRELIMINARY PLANS**

(PROJECT NO. 20103)

(1ST ALDERMANIC DISTRICT)

WHEREAS, the Common Council of the City of Oak Creek, held a public hearing at the City Hall at 7:00 p.m. on February 15, 2021 for the purpose of hearing all interested persons concerning preliminary Resolution No. 12215-011921, the report of the Utility Engineer on the proposed improvements and construction of water main and appurtenances, and on benefits conferred upon properties in the following location:

PROJECT NO. 20103 RAWSON AVENUE WATER MAIN AND APPURTENANCES

All benefited property along the north side of E. Rawson Avenue:

1610, 1800, and 1828 E Rawson Avenue

From: 890 feet east of S. Clement Avenue

To: S. Rolling Meadows Court

and has heard all persons desiring audience at such hearing and has considered the Engineer's Report.

WHEREAS, the City proposed to install said improvements and the owners abutting said improvements will benefit from the installation of same; and

WHEREAS, the Utility Engineer has prepared preliminary plans for said improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek as follows:

1. That the aforementioned improvements be installed.
2. That the report of the Utility Engineer pertaining to construction of the above-described public improvements, is hereby adopted and approved.
3. That the above-described public improvements constitute an exercise of the City's Police power and benefit the properties being assessed.
4. That each abutting property owner shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rate as set forth in Common Council Resolution No. 12205-121520.

5. That the Schedule of Assessments shown on the report is true and correct, has been determined on a reasonable basis, and is hereby confirmed.
6. A. That the assessments may be paid in cash or in 5/10 annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% per annum on the unpaid balance.
- B. For those properties which are vacant or have one residential dwelling unit, that are two and one-half (2½) acres or more in area, or have three hundred thirty (330) feet or more of assessed frontage, payment shall be made within twenty (20) years of the date of the levy in equal annual installments on the property tax bill with interest at the rate of 4% per annum on the unpaid balance.
7. That the said preliminary plans are hereby approved.
8. That the City Clerk is hereby authorized to advertise for bids for the above-mentioned improvements and shall advertise for such bids in the official newspapers.
9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.
10. That the City Clerk is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against the property to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of February, 2021.

 President, Common Council

Passed and adopted this 15th day of February, 2021.



 Mayor

ATTEST:

 City Clerk

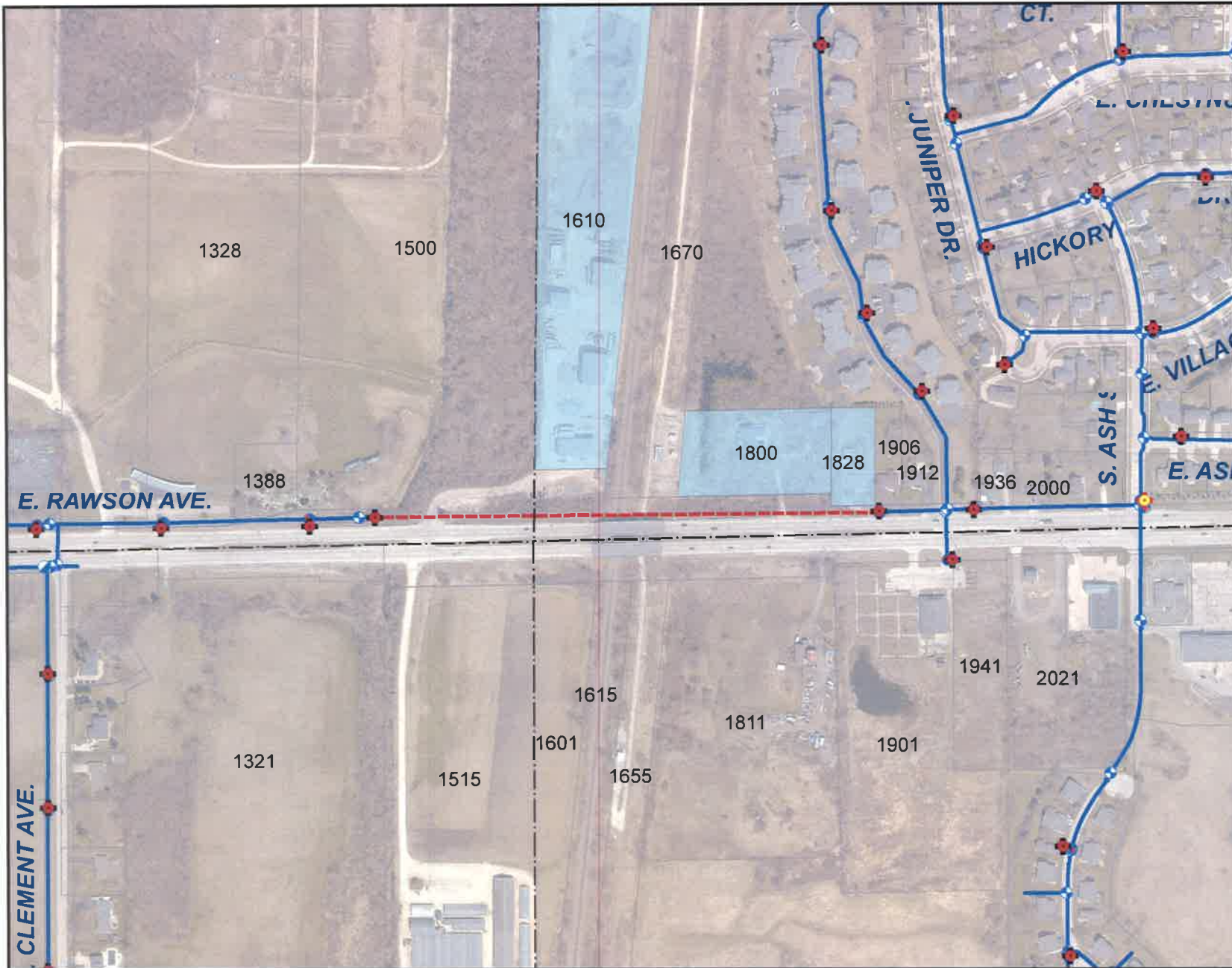
VOTE: Ayes _____ Noes _____

Project No. 20103 Proposed Water Main Extension E. Rawson Avenue

 Proposed Water Main
 Affected Property



1 inch = 400 feet



Date Printed: 1/20/2021



COMMON COUNCIL REPORT

Item: Purchase of HVAC control system upgrades for Oak Creek Department of Public Works.

Recommendation: That the Common Council approves the purchase of the Trane Tracer SC control system upgrade for Department of Public Works in the amount of \$86,642.00

Fiscal Impact: The funding for this equipment will be obtained through the \$89,00.00 amount approved for 2021 CIP Project 21002.

Critical Success Factor(s):

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

Background: The Department of Public Works HVAC (temperature) control system and software all require upgrades. The current HVAC control system and software for Department of Public Works is approximately 11 years old. This system is no longer supported by the manufacturer and replacement components are generally no longer available. The department is seeking approval to upgrade this control system and software to the same model currently installed in City Hall, Fire Station 1 & 3.

In addition to having manufacturers support and available replacement components, the proposed control system will improve the overall efficiency of the HVAC system. The newer technology will also provide building maintenance personnel with web-based tools that will allow for easier access to system diagnostics and controls.

Options/Alternatives: NA

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Richard Kulka
Facility Manager

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: Trane Proposal



Trane Controls Proposal



Controls Proposal For:

Richard Kulka
City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154 U.S.A.

Local Trane Office:

Trane U.S. Inc.
234 W. Florida Street, 6th Floor
Milwaukee, WI 53204 U.S.A.

Local Trane Representative:

Allan Lantz
Account Manager
Office: (414) 266-5222
Cell: (262) 308-4002
Email: alantz@trane.com

Proposal ID:

2754813

U.S. Communities:

Quote Number: 33-135908-19-003
Co-op Contract Number: USC 15-JLP-023

Date: January 28, 2021



Trane Controls Proposal

Job Name:
City of Oak Creek - DPW Building Controls Upgrade

Proposal Number:
2754813

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
90 Days

Scope of Work – Trane Tracer Control System Upgrade

TRANE TRACER CONTROL SYSTEM

- Project Management & Coordination
- Project Engineering & "As Built" Control Drawings
- Trane Tracer SC+ Main System Controller (Qty 1)
 - Includes:
 - Demo existing Trane Tracer Summit BCU Controller
 - Furnish, install & wire Trane Tracer SC+ Main System Controller in existing Enclosure
 - Furnish, install & wire UPS Battery Back-Up w/Enclosure
 - Set-Up & Licensing
 - Graphics
 - Training – 4 hours
- BACnet MS/TP Communication Link
 - Includes:
 - Demo existing communication link (wire only)
 - Installation of communication link to all BACnet MS/TP field devices (reuse existing conduits)
 - Communication link in conduit, if required, except at roof deck or plenum ceiling areas
- Hot Water System (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Trane Make-Up Air Units (Qty 2)
 - Includes:
 - Demo existing Trane Controllers
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers in existing Enclosures
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- VCP-1 Panel – Wash Bay (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure



- VCP-2 Panel (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure
- Exhaust Fan Controllers (Qty 8)
 - Includes:
 - Demo existing Trane Controllers & Enclosures
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Enclosures
- Reheat Coil (Qty 1)
 - Includes:
 - Demo existing Trane Controller & Enclosure
 - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
 - Demo existing Trane Zone Sensor
 - Furnish, install & wire new Trane Zone Sensor
- Unit Heaters (Qty 3)
 - Includes:
 - Demo existing Trane Controllers & Enclosures
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Enclosures
 - Demo existing Trane Zone Sensors
 - Furnish, install & wire new Trane Zone Sensors
- Gas Unit Heaters (Qty 7)
 - Includes:
 - Demo existing Trane Controllers & Enclosures
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Enclosures
 - Demo existing Trane Zone Sensors
 - Furnish, install & wire new Trane Zone Sensors
- Trane Rooftop Unit (Qty 1)
 - Includes:
 - Demo existing TCI Card
 - Furnish, install & wire BACnet BCI-R Card
- Bypass Damper (Qty 1)
 - Includes:
 - Demo existing Trane Controller & Enclosure
 - Furnish, install & wire Trane BACnet MS/TP UC Controller
- Trane VAV Boxes w/Hot Water Reheat & Finned Tube Radiation (Qty 12)
 - Includes:
 - Demo existing Trane Controllers
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Actuators
 - Demo existing Trane Zone Sensors
 - Furnish, install & wire Trane Zone Sensors
- Programming & Commissioning
- (1) Year Parts & Labor Warranty on supplied components



Clarifications & Exclusions:

- Applicable taxes are not included.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- The above pricing does not include any of the equipment listed above (existing).
- The above pricing does not include labor to assist balancing of air and/or water systems.
- The above pricing does not include connecting of the Trane Tracer Control System components to the customer's local area network (LAN). All data ports, switches, routers and cabling to be provided by others.
- The above pricing is based on reusing of existing control conduits and conductors. Any new exposed wiring would be installed in conduit. Any wiring above the plenum would be plenum rated and ran in existing raceways or properly supported.
- The above pricing does not include 120V power supplies for the temperature control panels (existing).
- The above pricing is based on reusing any existing end devices such as valve assemblies, damper actuators, relays, current sensors, pressure transducers, smoke detectors, transformers, sensor wells and control enclosures.
- The above pricing does not include rewiring/reworking of any existing interlock wiring.
- The above pricing assumes reusing/reconnecting existing NO2 & CO System for the garage area.
- The above pricing does not include integration of any equipment not specified above.
- The above pricing does not include labor to assist Commissioning Agent for verification of the systems.
- The above pricing does not include motor starters or VFD's for any equipment.
- The above pricing does not include Fire/Life Safety equipment, dampers or controls.
- The above pricing includes a (1) year parts and labor warranty on supplied components which includes labor for modifications to the controls system for defects in workmanship only. Any customer requests for modifications to the controls system that are not considered a defect in workmanship would be billed separately at Trane current T&M service rates.
- The above pricing does not include providing any software.
- Any additional troubleshooting and/or repairs to the existing equipment are not include and would be quoted separately with the work performed upon customer approval.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



Pricing and Acceptance

Trane Tracer Control System Upgrade:

Total Net Price (Excluding Sales Tax)\$ 86,642.00

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Submitted By: Allan Lantz	Office: (414) 266-5222 Proposal Date: January 28, 2021

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	_____ 
_____	Authorized Representative
Printed Name	_____ Account Manager
_____	Title
Title _____	_____ 01-28-21
Purchase Order _____	Signature Date
Acceptance Date _____	



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
4. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
6. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
7. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
8. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
9. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
10. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
11. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
12. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)



COMMON COUNCIL REPORT

- Item:** Purchase of HVAC control system upgrades for Oak Creek Police Station
- Recommendation:** That the Common Council approves the purchase of the Trane Tracer SC control system upgrade for the Oak Creek Police Station in the amount of \$149,462.00.
- Fiscal Impact:** The funding for this equipment will be obtained through the \$152,000.00 amount approved for 2021 CIP Project 21001.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Oak Creek Police Department HVAC (temperature) control system and software all require upgrades. The current HVAC control system and software for Police station is approximately 17 years old. This system is no longer supported by the manufacturer and replacement components are generally no longer available. The department is seeking approval to upgrade this control system and software to the same model currently installed in City Hall and Fire Station 1 & 3.

In addition to having manufacturers support and available replacement components, the proposed control system will improve the overall efficiency of the HVAC system. The newer technology will also provide building maintenance personnel with web-based tools that will allow for easier access to system diagnostics and control.

Options/Alternatives: NA

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Richard Kulka
Facility Manager

Fiscal Review:

Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: Trane Proposal



Trane Controls Proposal



Controls Proposal For:

Richard Kulka
City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154 U.S.A.

Local Trane Office:

Trane U.S. Inc.
234 W. Florida Street, 6th Floor
Milwaukee, WI 53204 U.S.A.

Local Trane Representative:

Allan Lantz
Account Manager
Office: (414) 266-5222
Cell: (262) 308-4002
Email: alantz@trane.com

Proposal ID:

2916056

U.S. Communities:

Quote Number: 33-135908-20-001
Co-op Contract Number: USC 15-JLP-023

Date: January 28, 2021



Trane Controls Proposal

Job Name:
City of Oak Creek – Police Station Controls Upgrade

Proposal Number:
2916056

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
90 Days

Scope of Work – Trane Tracer Control System Upgrade

TRANE TRACER CONTROL SYSTEM

- Project Management & Coordination
- Project Engineering & "As Built" Control Drawings
- Trane Tracer SC+ Main System Controller w/Trane COMM 3/4 Bridge (Qty 1)
 - Includes:
 - Demo existing Trane Tracer Summit BCU Controller & Enclosure
 - Furnish, install & wire Trane Tracer SC+ Main System Controller w/Trane COMM 3/4 Bridge & Enclosure
 - Furnish, install & wire UPS Battery Back-Up w/Enclosure
 - Set-Up & Licensing
 - Graphics & Point Mapping
 - Training – 4 hours
- BACnet MS/TP Communication Link
 - Includes:
 - Demo existing communication link (wire only)
 - Installation of communication link to all BACnet MS/TP field devices (reuse existing conduits)
 - Communication link in conduit, if required, except at roof deck or plenum ceiling areas
- Trane Air Handling Units (Qty 2)
 - Includes:
 - Demo existing Trane Controllers & Enclosures
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Enclosures
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices & Dirty Filter Switch on AHU-2
- Trane VAV Boxes w/Hot Water Reheat (Qty 38)
 - Includes:
 - Demo existing Trane Controllers
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Actuators
 - Demo existing Trane Zone Sensors
 - Furnish, install & wire Trane Zone Sensors
 - Furnish, install & wire Fuses



- Semco Energy Recovery Unit (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Hot Water System (Qty 1)
 - Includes:
 - Demo existing Trane Controller & Enclosure
 - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Chilled Water System (Qty 1)
 - Includes:
 - Demo existing Trane Controller & Enclosure
 - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
 - Integration of existing Trane Air Cooled Rotary Chiller w/Trane Communication Module
- Make-Up Air Units (Qty 2)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Firing Range System (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller in existing Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Fan Coil Unit (Qty 1)
 - Includes:
 - Demo existing Trane Controller
 - Furnish, install & wire Trane BACnet MS/TP UC Controller
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices
- Exhaust Fans (Qty 7)
 - Includes:
 - Wire existing End Devices to Trane BACnet MS/TP UC Controllers
- CO & NO2 Sensors
 - Includes:
 - Demo existing Trane Controllers & Enclosures
 - Furnish, install & wire Trane BACnet MS/TP UC Controllers w/Enclosures
- Finned Tube Radiation
 - Includes:
 - Demo existing Trane Controller & Enclosure
 - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
 - Demo existing Temperature Sensing Devices
 - Furnish, install & wire new Temperature Sensing Devices



- Programming & Commissioning
- Air Balancing & Balancer Support
- (1) Year Parts & Labor Warranty on supplied components

Clarifications & Exclusions:

- Applicable taxes are not included.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- The above pricing does not include any of the equipment listed above (existing).
- The above pricing includes labor to assist balancing of air systems.
- The above pricing does not include connecting of the Trane Tracer Control System components to the customer's local area network (LAN). All data ports, switches, routers and cabling to be provided by others.
- The above pricing is based on reusing of existing control conduits and conductors. Any new exposed wiring would be installed in conduit. Any wiring above the plenum would be plenum rated and ran in existing raceways or properly supported.
- The above pricing does not include 120V power supplies for the temperature control panels (existing).
- The above pricing assumes that the existing Trane VAV Boxes are not plunger style boxes.
- The above pricing is based on reusing any existing end devices such as valve assemblies, damper actuators, relays, current sensors, pressure transducers, smoke detectors, transformers, sensor wells and control enclosures.
- The above pricing does not include rewiring/reworking of any existing interlock wiring.
- The above pricing does not include controls for the existing Unit Heaters, Cabinet Unit Heaters and/or Convectors.
- The above pricing assumes reusing/reconnecting existing NO2 & CO Sensors.
- The above pricing does not include integration of any equipment not specified above.
- The above pricing does not include labor to assist Commissioning Agent for verification of the systems.
- The above pricing does not include motor starters or VFD's for any equipment.
- The above pricing does not include Fire/Life Safety equipment, dampers or controls.
- The above pricing includes a (1) year parts and labor warranty on supplied components which includes labor for modifications to the controls system for defects in workmanship only. Any customer requests for modifications to the controls system that are not considered a defect in workmanship would be billed separately at Trane current T&M service rates.
- The above pricing does not include providing any software.
- Any additional troubleshooting and/or repairs to the existing equipment are not include and would be quoted separately with the work performed upon customer approval.



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Pricing and Acceptance

Trane Tracer Control System Upgrade:

Total Net Price (Excluding Sales Tax) \$149,462.00

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Submitted By: Allan Lantz <hr/> CUSTOMER ACCEPTANCE <hr/> Authorized Representative <hr/> Printed Name <hr/> Title <hr/> Purchase Order <hr/> Acceptance Date <hr/>	Office: (414) 266-5222 Proposal Date: January 28, 2021 TRANE ACCEPTANCE Trane U.S. Inc.  <hr/> Authorized Representative <hr/> Account Manager Title <hr/> 01-28-21 Signature Date <hr/>
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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
4. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
6. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
7. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
8. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
9. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
10. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
11. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
12. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

COMMON COUNCIL REPORT

Item: Revising Municipal Court Fees.

Recommendation: That the Common Council adopt Resolution No. 12223-021521, a resolution establishing various fees, permits and charges charged by the City of Oak Creek, to be effective 2/16/2021.

Fiscal Impact: Municipal Court: Fees imposed by the Municipal Court for violations of the Municipal Code generate revenue for the City.

Critical Success Factor(s):

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

Background: Municipal Court: On December 1, 2020, Municipal Court fines were presented as part of the yearly fee Resolution. At that time, Municipal Court fees had not been increased in over 5 years. The entire fee structure was increased by 10% across the board, however, at the it was noted that there were some inconsistencies with similar violations. At the request of several council members, the entire fee schedule was reviewed for inconsistencies to ensure similar violations were in line. Additionally, rebalancing similar violation fees would ensure that upon issuance, the correct violation is issued in a fair and impartial manner.

As a result of the second review, thirty-two fines were amended.

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

Prepared:



Steven Anderson
Police Chief

Fiscal Impact:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Alice Rudebusch
Municipal Judge

Attachments: Resolution No. 12223-021521

RESOLUTION NO. 12223-021521

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:

MUNICIPAL COURT

CodeValue	CodeText	Scheduled Fine	Mandatory Appearance Flag
oc10.101	Bicycle Registration - License Required	\$345.00	
oc10.102	Bicycle Lighting Equipment Required	\$345.00	
oc10.105	Play Vehicles Prohibited On City Street	\$345.00	
oc10.105(a)	Regulation of Skateboards or Skates	\$345.00	
oc10.106(a)	General Bicycle Regulation - Street Operation	\$345.00	
oc10.108	Play Vehicles On Private Property/Public Owned Par	\$345.00	
oc10.121	Applicability of Traffic Regulations to Snowmobile	\$345.00	
oc10.122	Unattended Vehicles	\$345.00	
oc10.123	Snowmobile - Operation on Public Property Prohibit	\$345.00	
oc10.124(a)	Snowmobile - Speed in Excess of Posted Limit	\$345.00	
oc10.124(b)	Snowmobile - Operation on Sidewalk	\$345.00	
oc10.124(c)	Snowmobile - Operation on Private Property	\$345.00	
oc10.124(d)	Snowmobile - Operate with less than 3" snow cover	\$345.00	
oc10.124(f)	Snowmobile - Hours of Operation	\$345.00	
oc10.141	Unauth operation of off-road mv on pub/priv prop	\$345.00	
oc10.141(c)	Unauthorized Off-road Operation Prohibited	\$345.00	
oc10.141(c)(1)	Unauthorized Off-road Operation of a Motor Vehicle	\$345.00	
oc10.141(c)(2)	Operation of Motorized Play Vehicles on Public Pro	\$345.00	
oc10.141(c)(3)a.	Motorized Play Vehicles - Operation on Private Pro	\$345.00	
oc10.141(c)(3)b.	Unauthorized Off-Road Operation Hours Violation	\$345.00	
oc10.141(c)(3)c.	Unauthorized Operation on Streets and Sidewalks	\$345.00	
oc10.141(c)(3)d.	Motorized Play Vehicles - Speed in Excess of 25mph	\$345.00	
oc10.141(c)(3)e.	Motorized Play Vehicles - With More than 1 Passeng	\$345.00	
oc10.141(c)(3)f.	Operation of Motorized Play Vehicles w/o Headgear	\$345.00	
oc10.141(c)(3)g.	Operation of Motorized Play Vehicles on Streets	\$345.00	
oc10.141(c)(3)h.	Operation of Motorized Play Vehicle Under 12 year	\$345.00	
oc10.141(c)(3)i.	Operation of Motorized Vehicles - Excessive Noise	\$345.00	
oc10.141(c)(3)j.	Operation of Motorized Play Vehicles in City Parks	\$345.00	
oc10.20(c)(2)	Violation of Restrictions on Heavy Traffic on Stre	\$345.00	
oc10.346.55(3)	Parking on Posted Private Property w/o Consent	\$22.00	
oc10.40(a)	Parking Violation in Posted Street Maintenance Area	\$22.00	
oc10.40(b)	Parking Violation Posted Special Event	\$22.00	
oc10.40(c)	Parking Violation During Snow Removal/Emergency	\$22.00	
oc10.41(a)(1)	Parking - Prohibited Within an Intersection	\$22.00	
oc10.41(a)(10)	Parking - Posted No Parking Zone	\$22.00	

oc10.41(a)(11)	Parking - No Parking on any Bridge	\$22.00	
oc10.41(a)(12)	Parking - Facing the Wrong Way Within Lane	\$22.00	
oc10.41(a)(13)	Parking - No Parking in Posted Loading Zone	\$22.00	
oc10.41(a)(14)	Parking - Within 4 ft. of private drive or driveway	\$22.00	
oc10.41(a)(15)	Parking - In Park After Hours	\$22.00	
oc10.41(a)(16)	Parking - Within 15ft. of a Refuse Container	\$22.00	
oc10.41(a)(17)	Parking - Withing 65ft. prior to and 15ft. after Public Transit	\$22.00	
oc10.41(a)(2)	Parking - Prohibited on a Crosswalk	\$22.00	
oc10.41(a)(3)	Parking - Prohibited on a Sidewalk	\$22.00	
oc10.41(a)(4)	Parking - Causing a Traffic Obstruction	\$22.00	
oc10.41(a)(5)	Parking - Double Parking in Roadway	\$22.00	
oc10.41(a)(6)	Parking - Within a Fire Lane	\$22.00	
oc10.41(a)(7)	Parking - Posted No Stopping or Standing	\$22.00	
oc10.41(a)(8)	Parking - Obstructing or Impeding Traffic	\$22.00	
oc10.41(a)(9)	Parking - Within 10ft. of a Fire Hydrant	\$22.00	
oc10.41(b)	Parking - In Private Driveway Without Permission	\$22.00	
oc10.41(c)	Parking - Block Private Drive, Alley or Fire Lane	\$22.00	
oc10.41(d)	Parking - Repair of Vehicle In Public Lot or Street	\$22.00	
oc10.41(e)	Sale of Motor Vehicle From Private Residence	\$345.00	
oc10.42	Parking - Posted Disabled Vehicles Only	\$99.00	
oc10.43	Parking - Leaving Keys in Unattended Vehicle	\$22.00	
oc10.44(a)	Parking - Winter (2am-6am M-F 12/01-04/01)	\$22.00	
oc10.44(b)	Parking - Winter (2:30am-6am Sat-Sun 12/01-04/01)	\$22.00	
oc10.46	Unlawful Removal of Parking Citations	\$345.00	
oc10.47	Operating without Valid DL - Private Property	\$345.00	
oc10.48	Illegally Parked Vehicle - Red Tag	\$22.00	
oc10.49(b)	Speed Limit On School Premises 15 mph	\$345.00	
oc10.49(d)(1)	Unsafe Driving On School Premises	\$345.00	
oc10.50	Parking - Non-Motorized Vehicles for 24 hours	\$22.00	
oc10.51	Compression Brake Use Prohibited on Hwy.	\$345.00	
oc10.60(a)	Unnecessary Smoke & Odors Produced	\$345.00	
oc10.60(b)	Unnecessary Acceleration/Display of Power Prohibit	\$345.00	
oc10.60(c)	Avoidance of Traffic Control Device Prohibited	\$345.00	
oc10.60(d)	Operation In Restricted Area	\$345.00	
oc10.60(e)	Stopping and Parking In Restricted Area	\$22.00	
oc10.61(a)	Pedestrian Failure to Obey Traffic Control Devices	\$345.00	
oc10.61(b)	Pedestrian Crossing In Prohibited Area	\$345.00	
oc10.62(a)	Operate Motor Vehicle on Pedestrian Ways	\$345.00	
oc10.62(b)	Operate MV on Pedestrian Ways; Use of Highways	\$345.00	
oc10.63	Railroad Trains Not to Block Crossings	\$345.00	
oc10.64(a)	Driving Over Curbing Prohibited	\$345.00	
oc10.64(b)	Driving Over Safety Zones or Islands Prohibited	\$345.00	
oc10.65(c)	Junked Motor Vehicles Prohibited	\$136.00	
oc10.66	Inoperable & Unregistered Vehicle	\$345.00	
oc11.02(a)	Attempt to Commit An Act	\$172.00	
oc11.02(b)	Parties to Acts: Knowledge	\$172.00	
oc11.100	Public Nuisances Prohibited	\$345.00	
oc11.102(g)	Noxious Odors	\$345.00	
oc11.102(i)	Animals Not To Run At Large	\$172.00	
oc11.125.07(1)	Sell or Procure Intoxicant for Underage Person	\$206.00	
oc11.125.07(2)	Sale of Alcohol to Intoxicated Person	\$206.00	
oc11.125.07(3)	Permit Underage Person to Consume on Premises	\$206.00	
oc11.125.07(4)(b)	Possess Intoxicant by Juvenile (13-14)	\$45.00	Y
oc11.125.07(4)(b)	Possess Intoxicant by Juvenile (15-16)	\$109.00	Y

oc11.125.07(4)(b)	Possess Intoxicant by Juvenile (15-16) 2nd	\$206.00	Y
oc11.125.07(4)(b)	Possess Intoxicant by Underage Adult (17-22)	\$206.00	
oc11.125.07(4)(b)	Possess Intoxicant by Underage Adult (17-22) 2nd	\$345.00	
oc11.125.07(4)(b)	Possess Intoxicant by Underage Adult (17-22) 3rd	\$483.00	
oc11.125.07(4)(b)	Possess Intoxicant by Underage Adult (17-22) 4th+	\$760.00	
oc11.125.085(3)	Makes/Alters/Duplicates Official ID Card	\$275.00	
oc11.125.68(8)	Sale From Original Container - Diluted Liquor	\$345.00	
oc11.134.66(2)	Retail Sale of Tobacco to Minor	\$345.00	
oc11.167.10	Fireworks Regulated	\$345.00	
oc11.20(a)	Discharge Of Firearms Regulated	\$345.00 \$275.00	
oc11.20(b)	Hunting And Trapping Prohibited	\$345.00 \$330.00	
oc11.20(c)	Shooting Into City Limits	\$345.00	
oc11.20(d)	Discharging Explosive Device w/in City Limits	\$345.00	
oc11.20(e)	Throwing Or Shooting Missiles Prohibited	\$206.00	
oc11.20(f)	Shooting/Discharging Bow & Arrow or Crossbow	\$345.00	
oc11.21(a)	Concealed Weapons Prohibited	\$413.00 \$206.00	
oc11.21(b)	Carrying Concealed Weapon In Public Establishments	\$413.00 \$345.00	
oc11.21(d)(1)	Possession of Certain Weapons	\$413.00 \$345.00	
oc11.21(e)	Fixed blade knife longer than 3" long	\$345.00	
oc11.22(b)	Residential Picketing Prohibited	\$206.00 \$136.00	
oc11.23(a)	Sale and Discharge of Fireworks Prohibited	\$345.00	
oc11.23(d)	Certain Fireworks Prohibited on Public Property	\$345.00	
oc11.24(a)	Obstructing Streets	\$206.00	
oc11.24(b)	Obstructing Sidewalk Prohibited	\$206.00	
oc11.25(a)(1)	Loitering on Public Property Prohibited	\$206.00	
oc11.25(a)(5)	Loitering in/about school	\$206.00	
oc11.25(b)(1)	Loitering Prohibited - Private Property	\$206.00	
oc11.25(c)	Loitering or Prowling Prohibited	\$206.00	
oc11.25(d)(1)	Loitering Prohibited Where Alcohol is Dispensed	\$206.00	
oc11.25(d)(1)	Loitering By Underage Person	\$206.00	
oc11.25(d)(2)	Permitting Loitering Where Underage Person Present	\$206.00	
oc11.25(e)	Soliciting Prostitution	\$413.00 \$206.00	
oc11.252.25	Violation of Law Relating to Health (1st Offense)	\$275.00	
oc11.252.25	Violation of Law Relating to Health (2nd Offense)	\$412.00	
oc11.252.25	Violation of Law Relating to Health (3rd+ Offense)	\$550.00	
oc11.254.92	Possession of Cigarettes by Juvenile	\$206.00	
oc11.26(a)(1)	Loud and Unnecessary Noise Prohibited	\$206.00	
oc11.26(b)	Unreasonably Loud Noise Regulated	\$206.00	
oc11.26(c)(2)	Loud & Unnecessary Noise - Sound	\$206.00	
oc11.26(c)(3)	Loud & Unnecessary Noise - Animals	\$206.00	
oc11.26(c)(4)	Loud & Unnecessary Noise - Vehicle	\$206.00	
oc11.27	Trespass	\$345.00	
oc11.28	Defecating Or Urinating In Public	\$206.00	
oc11.29(a)(1)	Unauthorized Presence on School Property	\$345.00	
oc11.29(c)	Loitering Near School Prohibited	\$345.00	
oc11.29(d)	Possession of Intoxicants on School Property	\$345.00	
oc11.29.288	Throwing Refuse in Waters	\$345.00	
oc11.30(a)	Failure To Obey Officer- Lawful Order	\$345.00	
oc11.30(b)	Resisting or Interfering With An Officer	\$413.00	
oc11.31(a)	Possession of Controlled Substances	\$345.00	
oc11.31(b)(1)	Possession of Marijuana	\$240.00	
oc11.32	Crossing a Police Line	\$345.00	
oc11.323.28	Failure to Comply with Emergency Management Order	\$206.00	
oc11.33(a)(1)	Misuse of Emergency Number - Intent/not exist	\$345.00	

oc11.33(a)(2)	Misuse of Emergency Number - Intent/not related	\$345.00	
oc11.33(b)	Misuse of Emergency Number - Parental Responsibili	\$345.00	
oc11.33(c)	Misuse of Emergency Number	\$345.00	
oc11.34(a)(1)	Hotel Registration Required	\$345.00	
oc11.35	Sale of Motor Vehicle From Private Residence	\$345.00	
oc11.37	Synthetic Marijuana	\$240.00	
oc11.38	Possession of Weapons in City Buildings Prohibited	\$413.00 \$345.00	
oc11.39	City Employee Carrying Weapon During Work	\$345.00	
oc11.40	Criminal Damage or Theft of Property Prohibited	\$345.00	
oc11.41(a)	Littering Prohibited	\$206.00	
oc11.41(c)	Illegal dumping	\$206.00	
oc11.41(d)(1)	Placing Handbills in Public Prohibited	\$206.00	
oc11.41(d)(2)	Unlawful to leave handbills, advertising material	\$206.00	
oc11.42	Abandoned Refrigerators Prohibited	\$206.00	
oc11.43	Library Book Violation	\$136.00	
oc11.44	Violation of Cemetery Regulations	\$345.00	
oc11.45	Damage to Public Property	\$345.00	
oc11.46(a)	Issuance of Worthless Checks	\$345.00	
oc11.47	Regulation Of Smoking	\$206.00 \$136.00	
oc11.47(d)(2)	Smoking Prohibited In/On School Property	\$206.00 \$136.00	
oc11.48	Vandalism - Graffiti Related	\$345.00	
oc11.60(b)	Permitting Underage Person Where Alcohol Dispensed	\$345.00	
oc11.61(a)	Use of Alcohol Beverage on Public Property w/o CC	\$136.00	
oc11.61(b)	Use of Alcohol Beverage on Public Property	\$136.00	
oc11.779.02(5)	Theft by Contractor	\$345.00	
oc11.80(a)	Curfew Violation	\$136.00	
oc11.80(c)	Curfew Violation - Parental Responsibility	\$136.00	
oc11.82	Possession of Drug Paraphernalia by Minor	\$206.00	
oc11.83(a)	Contributing to Truancy	\$345.00	
oc11.83(b)(1)	Parent Liability for Truancy	\$510.00	Y
oc11.83(c)(3)	Truancy	\$136.00	
oc11.83(c)(4)	Habitual Truant	\$206.00 \$136.00	Y
oc11.84(a)	Unlawful Sheltering of Minors	\$345.00	
oc11.85(b)(1)	Sale of Spray Paint/Wide Tip Markers to Minors	\$345.00	
oc11.85(b)(2)	Possession of Spray Paint/Markers by Minor	\$206.00	
oc11.86(c)	Parental Responsibility for Juvenile Misconduct	\$345.00	
oc11.939.05(2)(b)	Aiding and Abetting	\$413.00	
oc11.940.19(1)	Battery - Simple Assault	\$413.00	
oc11.941.01	Negligent Operation of a Vehicle	\$275.00	
oc11.941.10	Negligent Handling of Burning Materials	\$345.00 \$206.00	
oc11.941.12	Interfering with Firefighting	\$413.00 \$136.00	
oc11.941.13	Intentionally Sounding a False Alarm	\$345.00	
oc11.941.20	Reckless Use of Weapon	\$413.00	
oc11.941.23	Carrying a Concealed Weapon	\$413.00	
oc11.941.235	Carrying a Firearm in a Public Building	\$413.00	
oc11.941.316	Intentionally abuses a Hazardous Substance	\$345.00	
oc11.941.36	Fraudulent Tapping of Electric/Gas/Water	\$345.00	
oc11.941.37	Obstruct Emergency or Rescue Personnel	\$413.00	
oc11.942.05	Opening Letters without Consent	\$345.00	
oc11.943.11	Entry into Locked Vehicle	\$345.00	
oc11.943.125	Entry into Locked Coin Box	\$345.00	
oc11.943.15	Entry into Locked Site	\$345.00	
oc11.943.21	Fraud on Restaurant or Innkeeper	\$345.00	
oc11.943.22	Use of Cheating Tokens	\$345.00	

oc11.943.23	Operating Vehicle without Owner's Consent	\$345.00
oc11.943.34(1)	Receiving Stolen Property	\$345.00
oc11.943.37	Alteration of Property ID Marks	\$345.00
oc11.943.38(3)	Forgery	\$345.00
oc11.943.41	Credit Card Crimes	\$345.00
oc11.943.46	Theft of Cable Services	\$275.00 \$206.00
oc11.943.50	Retail Theft	\$275.00
oc11.943.55	Removal of a Shopping Cart	\$345.00
oc11.943.61	Theft of Library Material	\$345.00
oc11.944.15	Fornication	\$413.00 \$275.00
oc11.944.17	Sexual Gratification	\$413.00 \$275.00
oc11.944.20	Lewd and Lascivious Behavior	\$413.00 \$345.00
oc11.944.21	Obscene Material or Performance	\$345.00 \$206.00
oc11.944.23	Making Lewd, Obscene or Indecent Drawings	\$345.00 \$206.00
oc11.944.30	Prostitution	\$413.00
oc11.944.31	Patronizing Prostitutes	\$413.00
oc11.944.33	Pandering	\$413.00
oc11.944.36	Solicitation of Drinks Prohibited	\$413.00
oc11.945.02	Gambling	\$345.00
oc11.945.03	Commercial Gambling	\$760.00
oc11.945.04	Permit Premises Use for Commercial Gambling	\$760.00
oc11.946.40	Refuse to Aid Peace Officer	\$206.00
oc11.946.41	Resisting or Obstructing an Officer	\$413.00
oc11.946.42	Escape	\$760.00
oc11.946.44	Assist or Permit Escape	\$345.00
oc11.946.65	Obstructing Justice	\$345.00
oc11.946.66	False Complaints of Police Misconduct	\$345.00
oc11.946.69	Falsely Act as Public Officer/Employee	\$345.00
oc11.946.70	Impersonating a Peace Officer	\$345.00
oc11.946.72	Tampering with Public Records/Notices	\$345.00
oc11.947.01	Disorderly Conduct	\$275.00
oc11.947.012	Unlawful Use of Telephone	\$345.00
oc11.947.0125	Unlawful Use of Computerized Communication Systems	\$345.00
oc11.947.013	Harassment	\$345.00
oc11.947.015	Bomb Scares	\$760.00
oc11.947.06	Unlawful Assembly	\$206.00
oc11.948.40	Contribute to Delinquency of a Child	\$345.00 \$206.00
oc11.951.02	Mistreating Animals	\$240.00
oc11.961.573(1)	Possess Drug Paraphernalia	\$240.00
oc11.961.573(2)	Possess Drug Paraphernalia - Under 17	\$206.00
oc12.01(c)(1)	Parks - Littering Prohibited	\$206.00 \$136.00
oc12.01(c)(10)	Parks - Speed in excess of 10mph in City Park	\$136.00
oc12.01(c)(11)	Parks - Glass Beverage Bottles in Parks Prohibited	\$136.00
oc12.01(c)(12)	Parks - Reckless Driving Prohibited	\$136.00
oc12.01(c)(13)	Parks - Parking in Unauthorized Areas	\$22.00
oc12.01(c)(14)	Parks - Riding Horses in Parks	\$136.00
oc12.01(c)(15)	Parks - Removing Tree Protectors Prohibited	\$136.00
oc12.01(c)(16)	Parks - Golfing Prohibited Except In Designated A	\$136.00
oc12.01(c)(17)	Parks - No Shooting of Arrows Except in Designated	\$345.00 \$136.00
oc12.01(c)(18)	Parks - Use of Parks Areas W/O Payment of Park Fee	\$136.00
oc12.01(c)(19)	Parks - Possession or Discharge of Any Weapon Proh	\$345.00 \$136.00
oc12.01(c)(2)	Parks - Bill Posting Prohibited	\$206.00 \$136.00
oc12.01(c)(20)	Parks - Cleaning Fish in Non-Designated Areas Proh	\$136.00
oc12.01(c)(21)	Parks - Controlled Substances in parks Prohibited	\$345.00 \$136.00

oc12.01(c)(22)	Parks - Vendors In Parks Required to be Licensed	\$345.00 \$136.00	
oc12.01(c)(23)	Parks - No Alcoholic Beverage w/o Permit	\$136.00	
oc12.01(c)(24)	Parks - Violation of Posted Prohibited Activities	\$136.00	
oc12.01(c)(25)	Parks - Regulations on Park Hours	\$136.00	
oc12.01(c)(26)a	Parks - Permit Required for Public Assemblies	\$206.00 \$136.00	
oc12.01(c)(26)b	Parks - Interference With Park Permittee	\$136.00	
oc12.01(c)(26)c	Parks - Permittee Interference With Persons in Park	\$136.00	
oc12.01(c)(28)	Parks - Fishing Violations	\$136.00	
oc12.01(c)(28)d	Parks - Boats Prohibited in City Parks	\$136.00	
oc12.01(c)(29)	Parks - Unreasonably Loud Noise Prohibited	\$206.00 \$136.00	
oc12.01(c)(3)	Parks - Throwing Stones and Missiles Prohibited	\$206.00 \$136.00	
oc12.01(c)(30)	Parks - Smoking Prohibited in all Park Buildings	\$206.00 \$136.00	
oc12.01(c)(32)	Parks - Interference With Park Employees	\$136.00	
oc12.01(c)(4)	Parks - Removal of Park Equipment Prohibited	\$136.00	
oc12.01(c)(5)	Parks - Trapping	\$345.00 \$136.00	
oc12.01(c)(6)	Parks - Making of Fires	\$136.00	
oc12.01(c)(7)	Parks - Protection of Park Property	\$136.00	
oc12.01(c)(8)	Parks - Motorized Vehicles on Non-Parking Areas	\$136.00	
oc12.01(c)(9)	Parks - No Snowmobiles Shall Operate in City Parks	\$136.00	
oc12.02	Parks - Remote Controlled Air Vehicles Prohibited	\$136.00	
oc12.03	Parks - Damage to Turf Prohibited	\$345.00	
oc13.09(5)	Erosion and Sediment Control Plan	\$345.00	
oc15.12(a)	Building Permit Required	\$345.00	
oc15.12(b)(1)a	Permit Required - Structure	\$345.00	
oc15.12(D)(4)	Failure to Establish Lawn on Property	\$345.00	
oc15.300	Maintain exterior of property to be safe/clean/san	\$345.00	
oc15.48	Electrical Inspections	\$345.00	
oc15.50(a)	Electrical Contractor License Required	\$345.00	
oc15.51(a)	Electrical Permit Required	\$345.00	
oc15.69	Private Sewage System	\$1,111.00	
oc15.69(c)(1)a	Private Sewage System - Install without Permit	\$1,111.00	
oc15.69(i)	Private Sewage System - Failing Private System	\$1,111.00	
oc16.07(a)(b)	Requirements for Safe and Sanitary Maintenance	\$345.00	
oc16.09(j)	Grading, Landscaping and Drainage of Premises	\$345.00	
oc16.09(k)	Maintenance of Orderly Premises	\$345.00	
oc17.0224(6)	Use Restrictions - Christmas Tree Sales	\$345.00	
oc17.0224(d)(8)	Use Restrictions - Violation of Permit	\$345.00	
oc17.0307	Single family housing - more than 2 people non-related to owner	\$345.00	
oc17.0315	Outdoor storage in B-4 district	\$345.00	
oc17.0403(f)(2)	Driveway surface to be asphalt/concrete	\$345.00	
oc17.0405(a)(1)	Car & Truck Parked on Front Yard/Lawn	\$345.00	
oc17.0405(a)(5)	Parking semi in res dist w/o access to Class A Hwy	\$345.00	
oc17.0405(b)(2)	Boat & Trailer Parked on Front Lawn of Property	\$345.00	
oc17.0405(c)	Limit 1 rec veh in res dist-Not [Greater Than] 8.5'w/13'hi/32'	\$345.00	
oc17.0405(g)	Parking Semi in Residential Zoning District	\$345.00	
oc17.0501(a)	Accessory use of a property - outdoor storage	\$345.00	
oc17.0501(b)(1)	Accessory structures in front yard	\$345.00	
oc17.0501(d)(2)(j)	No Ad shall be placed containing property address	\$345.00	
oc17.0704(b)	On Premise Signs Permitted w/o Permit	\$345.00	
oc17.0706	On Premise Signs Permitted w/o Permit	\$345.00	
oc17.0707	Off Premise Signs	\$345.00	
oc17.0709(d)	Temporary Banners & Construction Signs	\$345.00	
oc6.23(a)	Obstructions and Encroachments Prohibited	\$345.00	

oc6.24	Snow and Ice Removal	\$136.00	
oc6.60	Driveway Approaches and Sidewalks	\$345.00	
oc7.02(a)	Sale of Cigarettes without License	\$345.00	
oc7.101	Parking Outside of Mobile Home Parks	\$345.00	
oc7.101(b)(1)	Mobile Home Park License Required	\$345.00	
oc7.140	Transient Merchant License Required	\$345.00 \$330.00	
oc7.160(a)	License Required for Certain Athletic Events	\$345.00	
oc7.188(a)	False Alarms	\$345.00	
oc7.20(b)(1)	Amusement Device License Required	\$345.00	
oc7.20(b)(2)	Amusement Operator's License Required	\$345.00	
oc7.20(b)(3)	Amusement Machine License Required	\$345.00	
oc7.200(a)(1)	License Required Public Dance Halls	\$345.00	
oc7.200(2)	License Required Tavern Dance Halls	\$345.00	
oc7.202(a)	License Required Auto Salvage Yards	\$345.00	
oc7.203(5)(a)(1)	Adult Entertainment License Required	\$345.00	
oc7.204(3)	Escort License Required	\$566.00	
oc7.21(c)	Amusement Arcade License Required	\$345.00	
oc7.23(a)	Arcade Business Operation Violation	\$345.00	
oc7.40(e)	Dog Running at Large Prohibited	\$172.00	
oc7.40(g)	Vicious Dog Prohibited	\$275.00	
oc7.41(a)(3)	Harboring Vicious Animals Prohibited	\$345.00	
oc7.41(b)	Quarantine for Rabies	\$345.00	
oc7.42	Animals Biting Persons Requirements	\$345.00	
oc7.43	Opening Door to Allow Dog At Large	\$160.00	
oc7.44	Limitation of Three Dogs on Premises	\$345.00	
oc7.45	Dog Litter	\$345.00	
oc7.46(a)	Injury to Property By Animals	\$345.00	
oc7.46(b)	Barking Dogs and Crying Cats	\$345.00	
oc7.46(c)(6)	Trapping of Animals Prohibited on Public Property	\$345.00	
oc7.47(a)(1)	Possession and Sale of Protected Animals	\$345.00	
oc7.47(c)	Keeping of Wild Animals Prohibited	\$345.00	
oc7.47(c)(21)	Wild Animal Prohibited - Wolf Hybrids	\$345.00	
oc7.47(c)(8)	Wild Animals Prohibited - Snakes	\$345.00	
oc7.48(1)	Dangerous Animals Restricted	\$345.00	
oc7.49(a)	Licensing of Cats Required	\$345.00	
oc7.61	Operate kennel without permit	\$345.00	
oc7.81	Sale of Alcohol without License	\$345.00	
oc7.89	Liquor License Closing Hours Violation	\$345.00	
oc8.03(e)(1)	Human Health Hazards Prohibited	\$345.00	
oc8.04	Deposit of Deleterious Substances	\$345.00	
oc8.08(b)	Failure to Eliminate Rodent Harborage	\$345.00	
oc8.10(b)(1)(a)	Operate Business without State Permit/Certificate	\$345.00	
oc8.10(f)(1)	Operate Mobile Food Establishment without License	\$345.00	
oc8.10(m)(1)	Fail to Properly use Disposable Gloves	\$345.00	
oc8.21	Storage Of Polluting Substances	\$345.00	
oc8.23(e)4.	Illicit Discharges and Connections	\$345.00	
oc8.41(f)	Solid Waste - Trash Container Storage/Placement	\$206.00	
oc8.46(a)	Scavenging Prohibited	\$206.00	

BE IT RESOLVED, that this Resolution replaces the Municipal Court fines as listed on pages 22- 28 of Resolution No. 12203-120120.

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 _____



Meeting Date: February 15, 2021

Item No. 9

COMMON COUNCIL REPORT

- Item:** Purchase of L-Tron OSCR 360 High Resolution Capture Kit
- Recommendation:** The Common Council approve the purchase of the L-Tron OSCR 360 High Resolution Capture Kit.
- Fiscal Impact:** The L-Tron OSCR 360 High Resolution Capture Kit was submitted as a CIP item and approved through the 2021 budget. The cost for purchase is \$11,119.95
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Oak Creek Police Department processes many crime scenes as a necessity for a thorough investigation. This has been done by utilizing a combination of a digital SLR camera and a digital video recorder. The L-Tron OSCR 360 High Resolution Capture Kit is a system that will capture the entire scene, whether indoors or outdoors, in a 360 degree format within seconds. This is a more efficient means for capturing these scenes and will enhance the finished product of the investigation. This equipment could also be used to document critical structures within the community if necessary for future use.

This item was approved as a CIP item for the 2021 budget. The previous quote was for \$11,324.90 while the updated quote is for \$11,119.95.

Options/Alternatives: As a part of the CIP process other systems were looked at and the L-Tron OSCR 360 High Resolution Capture Kit was chosen to be the most suitable to meet our needs.

If not purchased the Department would continue to utilize the digital SLR camera and digital video recorder to document the scenes.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Steven Anderson
Chief of Police

Fiscal Review:

Maxwell Gaglin, MPA
Assistant City Administrator / Comptroller

Attachments: 2021 CIP request

Quote from L-Tron dated January 2, 2021



7911 Lehigh Crossing, Suite 6, Victor, NY 14564
 t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ19624
 Date Jan 5, 2021

To
Oak Creek Police Department
 Andy Sagan
 Asagan@oakcreekwi.org
 301 West Ryan Road
 Oak Creek, WI 53154

Phone: 414-766-7610
Fax:

Inquiry: Verbal
Sales Rep: Dave Wakefield
Ship: Ground
Delivery: 2-4 weeks ARO
FCA: Shipping point
Terms: Net 30

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
OSCR360 High Resolution Capture Kit				
1	OSCR-LAW-STD-DC-HR	OSCR360 Solution Standard Law Data Collection Kit with High Resolution Camera. Includes - OSCR360 data collection tablet software license - 8" Android Rugged Tablet - Tablet case - 360 Degree High Resolution Panoramic Camera with Lens Cover - Sensor Tube with GPS, and Compass sensors - Standard Tripod - Triple port USB Fast charger - Charging cables - Soft Equipment Carrying Case	\$5,290.00	\$5,290.00
1	OSCR-LAW-STD-DC-SMS	OSCR360 Tablet Software Updates, Upgrades, and Maintenance. First Year -- REQUIRED --	\$559.00	\$559.00
1	INTRO-DC-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$559.00	-\$559.00
OSCR360 Desktop Presentation Package Floating License				
1	OSCR-FLT-PRO-DPS	OSCR360 Solution Professional Desktop Presentation Package. Licensed per User Includes: (1) OSCR360 Desktop Demonstrative Exhibit Development Software Floating concurrent user License	\$5,625.00	\$5,625.00
1	OSCR-FLT-PRO-DPS-SMS	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License, First Year -- REQUIRED --	\$1,124.00	\$1,124.00
1	INTRO-FLT-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$1,124.00	-\$1,124.00
Optional Special Use Tripods				
1	OSCR-Indoor-Tripod	OSCR indoor tripod with small footprint	\$204.95	\$204.95
SUBTOTAL				\$11,119.95

Dave Wakefield

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

Qty	Part #	Description	Unit Price	Ext. Price
Optional Capture Kit Maintenance (choose 1)				
1	OSCR-LAW-STD-DC-SMS-1	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (1 year extension, 2 years total)	\$559.00	\$559.00
1	OSCR-LAW-STD-DC-SMS-2	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (2 year extension, 3 years total)	\$1,118.00	\$1,118.00
1	OSCR-LAW-STD-DC-SMS-3	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (3 year extension, 4 years total)	\$1,643.00	\$1,643.00
1	OSCR-LAW-STD-DC-SMS-4	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (4 year extension, 5 years total)	\$2,168.00	\$2,168.00
Optional Desktop Software Maintenance Floating License (choose 1)				
1	OSCR-FLT-PRO-DPS-SMS-1	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (1 yr extension, 2 yrs total)	\$1,124.00	\$1,124.00
1	OSCR-FLT-PRO-DPS-SMS-2	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (2 yr extension, 3 yrs total)	\$2,248.00	\$2,248.00
1	OSCR-FLT-PRO-DPS-SMS-3	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (3 yr extension, 4 yrs total)	\$3,305.00	\$3,305.00
1	OSCR-FLT-PRO-DPS-SMS-4	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (4 yr extension, 5 yrs total)	\$4,361.00	\$4,361.00
Optional Special Use Tripods				
1	OSCR-Mast-275	OSCR 27.5 ft Tripod Mast. Carbon Fiber.	\$699.95	\$699.95



2021 CAPITAL IMPROVEMENT/EQUIPMENT PROGRAM (CIP/CEP)

Department: Police Department	Contact Person: Chief Steven Anderson
Request Title: Purchase (1) L-TRON OSCR 360 High Resolution Capture Kit	
General Description: 360 Degree Crime Scene Camera	
Justification and Intent: <p>The Oak Creek Police Department is looking to purchase the L-TRON OSCR 360 High Resolution Capture Kit to enhance the efficiency of digitally capturing incident scenes.</p> <p>Currently, the Oak Creek Police Department documents crime scenes using a combination of a Nikon D610 DSL (35mm style) camera and a Canon XA10 digital video camera. This is effective, but can take a substantial amount of time not only to capture, but also to review and create presentations for charging with the District Attorney.</p> <p>Additionally, on fatal accidents and homicide scenes, the Oak Creek Police Department uses the Wisconsin State Patrol to assist with full scale reconstruction due to the department's lack of technology. The laser scanning systems (LIDAR) used by the Wisconsin State Patrol are expensive and require extensive training at additional cost. This option is also not available for more common crime scenes we process, such as burglary, theft, battery, domestic violence, etc.</p> <p>Recently new technology has emerged that will help bridge the gap for scene documentation for crime scenes. The L-TRON OSCR 360 High Resolution Capture Kit allows officers, detectives, and evidence technicians to capture full 360-degree photos of crime scenes in seconds without additional training costs and at a much lower cost than the other options on the market.</p> <p>The process is easy to use and takes approximately 4-10 seconds per image. The photos are spherical rather than a panorama, and stitching is immediate with nothing missing in the photo. The L-TRON OSCR 360 will allow for us to create virtual tours of crime scenes for court purposes. It will also allow us to create them for critical infrastructure such as government buildings, schools, etc. These 360-degrees images could provide invaluable information to the department should any major incidents take place in our schools or other Oak Creek government buildings.</p>	
Description of Alternatives: <p>GeoSLAM SEB-PANO systems - Full 360-degree laser scanning system Cost: \$35,000 - \$55,000 (Requires additional training not included in price)</p> <p>Leica BLK 360 Scanning System - Full 360-degree laser scanning system Cost: \$22,817.30 (Requires additional training not included in price)</p>	
Description of Disposal, if Applicable: N/A	
Impact on other Projects: N/A	



2021 CAPITAL IMPROVEMENT/EQUIPMENT PROGRAM (CIP/CEP)

Cost Analysis: (Quotes, estimates, breakdown of potential cost and how you arrived here)

Purchase One (1) L-TRON OSCR 360 High Resolution Capture Kit (Floating Software License). This is the preferred option as it will provide the ability for multiple staff to utilize the product under the license.

Cost: \$11,324.90

Annual Impact on Operating Budget: (Will we have an additional reoccurring operating cost?)

\$1,458.00 Annual Cost for Tablet/Desktop Presentation Software Updates, Upgrades, and Maintenance (cost waived for first year).



2021 CAPITAL IMPROVEMENT/EQUIPMENT PROGRAM (CIP/CEP)



7911 Lehigh Crossing, Suite 6, Victor, NY 14564
t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ19624

Date May 4, 2020

To
Oak Creek Police Department
Andy Sagan
Asagan@oakcreekwi.org
301 West Ryan Road
Oak Creek, WI 53154
Phone: 414-766-7610
Fax:

Inquiry: Verbal
Sales Rep: Dave Wakefield
Ship: Ground
Delivery: 2-4 weeks ARO
FOB: Shipping point
Terms: Net 30

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
OSCR360 High Resolution Capture Kit				
1	OSCR-LAW-STD-DC-HR	OSCR360 Solution Standard Law Data Collection Kit with High Resolution Camera. Includes - OSCR360 data collection tablet software license - 8" Android Rugged Tablet - Tablet case - 360 Degree High Resolution Panoramic Camera with Lens Cover - Sensor Tube with GPS, and Compass sensors - Standard Tripod - Triple port USB Fast charger - Charging cables - Soft Equipment Carrying Case	\$5,290.00	\$5,290.00
1	OSCR-LAW-STD-DC-SMS	OSCR360 Tablet Software Updates, Upgrades, and Maintenance. First Year -- REQUIRED --	\$559.00	\$559.00
1	INTRO-DC-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$559.00	-\$559.00
OSCR360 Desktop Presentation Package Floating License				
1	OSCR-FLT-PRO-DPS	OSCR360 Solution Professional Desktop Presentation Package. Licensed per User Includes: (1) OSCR360 Desktop Demonstrative Exhibit Development Software Floating concurrent user License	\$5,625.00	\$5,625.00
1	OSCR-FLT-PRO-DPS-SMS	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License, First Year -- REQUIRED --	\$1,124.00	\$1,124.00
1	INTRO-FLT-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$1,124.00	-\$1,124.00
Optional Special Use Tripods				
1	OSCR-Indoor-Tripod	OSCR indoor tripod with small footprint	\$204.95	\$204.95
SUBTOTAL				\$11,119.95

Dave Wakefield

Page 1 of 2

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER. STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT 1 of 2



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 2/15/2021 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,577..50 were collected.

Critical Success Factor(s):

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

Background:

1. Grant an Operator's license to:
 - * Shane M. Zoltak (Woodman's)
 - * Kayla M. Routt (Woodman's)
 - * James J. Grabowski (Sidetracked)
 - * Izzat Begum-Zoha (Woodman's)
 - * Gavin R. Daniels (Woodman's)
2. Grant Secondhand Article licenses to Diana Saadeh-Jajeh, GameStop #6246, 8171 S. Howell Ave.
3. Grant a 2021 Mobile Home Park license to the following:
 - * ACG Oak Creek, LLC dba ACG Oak Creek, 2301 W. College Ave.
 - * TCSC LLC dba HyView Mobile Home Park, 2331 W. College Ave.
4. Grant a 2021 Dog Kennel license to the following:
 - * Life's Ruff LLC dba Central Bark, 1075 W. Northbranch Dr., Unit B
 - * Brentwood Animal Hospital, 318 W. Ryan Rd.
 - * Brett Ippolite, dba Camp Bow Wow, 8411 S. Liberty Ln.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Attachments: none



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the February 9, 2021 Vendor Summary Report in the total of \$837,350.01.

Fiscal Impact: Total claims paid of \$837,350.01. Of this grand total paid, \$16,833.71 will impact the 2020 fiscal year. The remaining amount, \$820,516.30, will impact the 2021 fiscal year.

Critical Success Factor(s):

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

Background: Of note are the following payments:

1. \$17,443.50 to Buelow Vetter (pg #4) for legal services.
2. \$91,974.80 to Compass Minerals Company (pg #5) for salt inventory.
3. \$86,221.10 to Dell Marketing, LP (pg #6) for 2021 computer replacements, Project #21023.
4. \$15,402.52 to E. H. Wolf & Sons, Inc. (pg #6) for fuel inventory.
5. \$35,915.90 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment, Project #19024.
6. \$106,919.32 to GFL Environmental (pg #7) for January trash and recycling.
7. \$13,056.66 to Kansas City Life Insurance Co. (pg #9) for March disability insurance.
8. \$5,062.94 to Kathryn J. Sweetman (pg #9) for tax overpayment refund.
9. \$5,120.00 to Professional Service Industries (pg #12) for semi-annual monitoring of Drexel landfill.
10. \$5,000.00 to Reserve Account (pg #12) for postage refill.
11. \$6,740.52 to Securian Financial Group, Inc. (pgs #12-13) for March employee life insurance.
12. \$46,031.00 to The Sherwin-Williams Co. (pg #13) for Graco line laser, Project #21015.
13. \$227,703.74 to Stella & Chewy's LLC (pg #14) for TIF 8 payment per Development Agreement.
14. \$40,756.99 to US Bank (pgs #19-29) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
15. \$10,066.16 to Viking Electric Supply, Inc. (pg #15) for street lighting and signal maintenance supplies, Project #17024.

16. \$40,536.10 to WE Energies (pgs #15-16) for street lighting, electricity & natural gas.

17. \$11,181.29 to WI Court Fines & Surcharges (pg #16) for January court fines.

Options/Alternatives: None

Respectfully submitted:



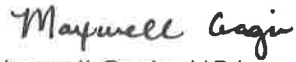
Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 2/9/2021 Invoice GL Distribution Report