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common council  
reports.



Common Council  
Chambers  
8640 S. Howell Ave.  
PO Box 27  
Oak Creek, WI 53154  
(414) 768-6500

**REVISED  
COMMON COUNCIL MEETING  
AGENDA  
MONDAY, MARCH 31, 2014  
AT 7:00 P.M.**

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**COUNCIL MEETINGS CAN BE SEEN LIVE ON GOVERNMENT ACCESS CHANNELS 25 AND 99**

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1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 3/18/14

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 14-06, Congratulations to the 2013-14 Oak Creek Girls Basketball Team State Champions (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation No. 14-07 to Nicholas D. Kampa for Dedicated Service to the City of Oak Creek as a member of the Board of Health (by Committee of the Whole).

New Business

**MAYOR & COMMON COUNCIL**

6. **Ordinance:** Consider Ordinance No. 2716, amending Section 2 of Ordinance No. 2700, relating to the salary for the Full-Time Public Health Nurse (by Committee of the Whole).
7. **Informational:** City Attorney Opinion 686 – Car Allowance.
8. **Informational:** City Attorney Opinion 687 – Public Comment Period at Common Council Meetings.
9. **Motion:** Consider a motion to solicit Request for Proposals (RFP) for public sector software and implementation services (by Committee of the Whole).
10. **Motion:** Consider a motion to request a letter to Milwaukee County be sent for installation of signage on 13<sup>th</sup> Street between Rawson Avenue and Drexel Avenue with “rough road” or other appropriate signage (1<sup>st</sup> District).
11. **Motion:** Consider a motion to approve the 2014 Vendor Summary Report in the amount of \$603,111.07 (by Committee of the Whole).

## **STREETS, PARKS & FORESTRY**

12. **Motion:** Consider a *motion* to concur with the recommendation of the Street, Parks and Forestry Acting Superintendent to purchase one (1) Crafcro Super Shot 125 Melter from Sherwin Industries in the amount of \$48,115.00 (by Committee of the Whole).

## **FIRE**

13. **Resolution:** Consider *Resolution* No. 11471-033114, approving the updated Mutual Aid Agreement with all the municipalities within Milwaukee County (by Committee of the Whole).

## **COMMUNITY DEVELOPMENT**

14. **Resolution:** Consider *Resolution* No. 11470-033114, approving an Intergovernmental Memorandum of Understanding between the City of Franklin and the City of Oak Creek documenting Cost-Sharing pertaining to the Development of the South 27<sup>th</sup> Street Corridor Plan (2<sup>nd</sup> District).

## **ENGINEERING**

15. **Resolution:** Consider *Resolution* No. 11472-033114, acquiring fee property (right-of-way), and temporary easements, for the Drexel Town Square project, and, to send a payment in the amount of the Award of Damages to the affected property owner (Project No. 13040) (2<sup>nd</sup> District).
16. **Motion:** Consider a *motion* to enter into agreements with the Wisconsin Department of Transportation (WDOT) for design oversight for the proposed improvements to the W. Marquette Avenue and S. Nicholson Road bridges. (Project No. 13022) (1<sup>st</sup> & 3<sup>rd</sup> Districts).

## **LICENSE COMMITTEE**

The License Committee did not meet prior to the 3/31/14 meeting. Tentative recommendations are being made as follows:

17. **Motion:** Consider a *motion* to grant an Operator License to Andrea Hallman, 1227 Minnesota Ave., South Milwaukee (Applebee's) (favorable background report received).
18. **Motion:** Consider a *motion* to grant a renewal transient merchant license to TruGreen, N8 W22550 Johnson Dr., Waukesha, WI, and the following salespersons (favorable background report received):
- Daniel E. Sadler, 3959A E. Layton Ave., Cudahy
  - Shawn P. Collins, 6001 Alburg Ave., Racine

## **MISCELLANEOUS**

19. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes to discuss the following:
- a. Section 19.85 (1)(d) to consider strategy for crime prevention as it relates to construction of the new city hall and library at Drexel Town Square.
  - b. Section 19.85 (1)(c) to discuss the performance evaluation, wages and benefits for the

City Administrator.

20. **Motion:** Consider a *motion* to reconvene into Open Session.
21. **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 768-6511, (FAX) 768-9587, (TDD) 768-6513 or by writing to the ADA Coordinator at the Health Department, City Hall, 8640 S. Howell Avenue, Oak Creek, Wisconsin 53154.

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

**COUNCIL PROCLAMATION NO. 14-06  
CONGRATULATIONS TO  
THE 2013 – 2014 OAK CREEK GIRLS BASKETBALL TEAM  
STATE CHAMPIONS**

WHEREAS, the Oak Creek High School Girls Basketball team won the 2013 – 2014 State Championship; and

WHEREAS, the Oak Creek High School Girls Basketball team was ranked pre-season #1 in State and pre-season ranked top 25 in the Country; and

WHEREAS, the Oak Creek High School Girls Basketball team accomplished back-to- back conference championships, with undefeated seasons; and

WHEREAS, the Oak Creek High School Girls Basketball team were the Regional and Sectional Champions; and

WHEREAS, five members of the Oak Creek Girls Basketball team received all-conference recognition;

- Stephanie Kostowicz
- Tamya Sims
- Katie Finn
- Hannah Settingsgaard
- Jenna Santi

WHEREAS, two members of the Oak Creek Girls Basketball team received all-state:

- Stephanie Kostowicz
- Tamya Sims

WHEREAS, the City of Oak Creek is justifiably proud of the laurels that the Oak Creek High School Girls Basketball team has earned for itself and for the community for which they represent, and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Oak Creek that congratulations be and the same hereby extended to Athletic/Activities Director Scott Holler, Manager, Jenny Howski, and Coaches Steve Hluchnik, Nick Roeglin, Bob Johnston, Joe Stigliz and their squad comprised of:

- Alex Widenski
- Hannah Settingsgaard
- Lindsay Kalski
- Hailey Erdman
- Jenna Santi
- Katie Settingsgaard
- Tamya Sims
- Madison Hart
- Nicky Widenski
- Hannah Ciesielczyk
- Katie Finn
- Jessica McIntosh

Stephanie Kostowicz  
Martin Bilandzija  
Megan Zylka  
Kara Gilmeister  
Katie West  
Hannah Mladenovich

for making this year a memorable one for themselves and the Oak Creek High School.

BE IT FURTHER RESOLVED, the Mayor and the Common Council of the City of Oak Creek, extend their congratulations to the Knights on the State Championship celebrating this special and historic day.

Dated this 1st day of April, 2014.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Mayor

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

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

# City of Oak Creek Common Council Report

**Meeting Date:** 3/31/2014

**Item No.:** 5

**Recommendation:** That the Common Council adopt Council Proclamation No. 14-07, to Nicholas D. Kampa for Dedicated Service to the City of Oak Creek as a member of the Board of Health. Nicholas D. Kampa resigned from the Oak Creek Board of Health effective March 1, 2014.

**Background:** Nicholas D. Kampa served on the Board of Health for the City of Oak Creek for 1 year and 7 months, and his dedication dictates that he be honored with this Resolution of Appreciation.

**Fiscal Impact:** None.

Prepared by:



Judith Price, RN, BSN, MSHCA  
Community Public Health Officer

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

**COUNCIL PROCLAMATION NO. 14-07**

**TO NICHOLAS D. KAMPA  
FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK  
AS A MEMBER OF THE  
BOARD OF HEALTH**

WHEREAS, Nicholas Kampa was appointed to the Board of Health on July 2, 2012; and

WHEREAS, Nicholas Kampa has resigned from the Board of Health effective March 1, 2014; and

WHEREAS, Nicholas Kampa has been a dedicated member of the Board of Health and has served for 1 year and 7 months; and

WHEREAS, Nicholas Kampa has served the City and Board of Health in a compassionate, conscientious, and professional manner.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Nicholas Kampa for his dedicated service to the City of Oak Creek as a member of the Board of Health.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Nicholas Kampa.

Presented and adopted this 31<sup>st</sup> day of March, 2014.

\_\_\_\_\_  
Council President Kenneth Gehl

\_\_\_\_\_  
Mayor Steve Scaffidi

ATTEST:

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

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

# City of Oak Creek Common Council Report

**Meeting Date:** March 31, 2014

**Item No.:** 6

**Recommendation:** That the Common Council adopt Ordinance No. 2716 amending Section 2 of Ordinance 2700 relating to the salary for the Full-Time Public Health Nurse.

**Background:** On February 24, 2014, Anne Barberena became the new Deputy Health Officer for the Health Department thus creating a vacancy with the Full-Time Public Health Nurse position. During the internal posting of this position, Kerry Wardius, Part-Time Public Health Nurse applied for and was offered the Full-Time Public Health Nurse Position, which she accepted. Ms. Wardius has been with the Health Department for over 6 ½ years. Ms. Wardius has demonstrated strong nursing skills and dependability. Ms. Wardius began her Full-Time duties on Monday, March 24, 2014. The final step in this hiring process is the adoption of a salary ordinance by the Council. Ms. Wardius will begin at the starting salary of \$60,853 as shown in Ordinance No. 2716.

**Fiscal Impact:** There are sufficient funds in 2014 Budget.

Prepared by & Fiscal Review By:



Judith Price, RN, BSN, MSHCA  
Community Public Health Officer

Respectfully submitted,



Gerald Peterson  
City Administrator



ORDINANCE NO. 2716

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

AN ORDINANCE AMENDING ORDINANCE NO. 2700  
RELATING TO THE SALARY FOR THE FULL-TIME PUBLIC HEALTH NURSE

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

SECTION 1: Section 2 of Ordinance No. 2700 is hereby amended to read as follows:

<b>Civil Service Position Title</b>	<b>Salary as of 03/24/14</b>	<b>Bi-weekly Rate</b>	<b>Starting Salary</b>	<b>Top Salary</b>
Full-Time Public Health Nurse	\$60,853	\$2,340.50	\$60,853	\$67,597

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

SECTION 3: This ordinance shall take effect and be in full force and effect from and after its passage and publication, and shall apply as of the date listed above.

Introduced this 31<sup>st</sup> day of March, 2014.

Passed and adopted this 31<sup>st</sup> day of March, 2014.

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

Approved this 31<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

Vote: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_



Oak Creek

OFFICE OF THE  
CITY ATTORNEY

Lawrence J. Haskin,  
City Attorney

Melissa J. Karls,  
Assistant City Attorney

MEMORANDUM

**TO:** Mayor Stephen Scaffidi  
Common Council Members

**FROM:** Lawrence J. Haskin, City Attorney

**DATE:** March 11, 2014

**RE:** Car Allowance  
(CAO # 686)

An issue has been raised regarding eligibility of elected officials for receipt of a car allowance if they fail to meet the insurance requirements set forth in Ordinance 2700, a copy of which is attached. That Ordinance provides as follows:

Section 6: Auto Expense, The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

Assessor's Office, Police Department – including Captains, Fire Department-including Assistant Fire Chiefs, Inspection Division, Treasurer, Engineering Division, Street Division, City Clerk's Office, City Administrator's Staff, Finance Department, Park and Recreation Department, Community Development Department, Health Department Staff.

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

- City Engineer (1), \$150.00 monthly
- Fire Chief (1), \$250.00 monthly
- Assistant Fire Chief (1), \$150.00 monthly
- Information Technology Manager (1), \$200.00 monthly
- Computer Specialist (1), \$100.00 monthly
- Information Technology Technician (1), \$100.00 monthly

In order to qualify for the aforementioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$100,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Personnel Office. (Emphasis added.)

The question is whether these increased minimum policy limits as a condition precedent to receipt of the car allowance apply to elected officials. In my opinion, Ordinance

2700 does not apply to elected officials. The language of the Ordinance explicitly states that “in order to qualify for the aforementioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonably insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$100,000/\$25,000.”

By virtue of the specific language in this ordinance, it only applies to the designated officials and employees. Elected officials are not listed in Section 6, hence not “designated” and therefore Ordinance 2700 does not apply to them.

Ordinance 2638 which fixed the salary and wages for the City Clerk and City Treasurer set the minimum policy limits of \$50,000/\$100,000/\$25,000 and until altered by another ordinance those limits remain in effect. Ordinance 2402 set the car allowance for the Mayor and Common Council. That Ordinance does not impose any minimum insurance requirements and therefore there are no minimum insurance requirements in order for the Mayor and Common Council members to receive a car allowance unless altered by another ordinance.

However, there is nothing legally to prevent the Common Council from adopting an ordinance that would modify the requirements for receipt of the car allowance by elected officials.

Wis. Stats. §62.09(6) provides as follows:

**§62.09 Officers**

**(6) Compensation:** (a) Salaries shall be paid the mayor or alderpersons only when ordered by a vote of three-fourths of all the members of the council.

(am)1. In this paragraph, “compensation” means a salary, a per diem compensation for each day or part of a day necessarily devoted to the service of the city and the discharge of duties, or a combination of salary and per diem compensation.

2. Except as provided in subd. 3., and subject to par. (a), the compensation for an elective city office shall be established before the earliest time for filing nomination papers for the office. After that time, no change may be made in the compensation for the office that applies to the term of office for which the deadline applies. The compensation established for an elective office remains in effect for ensuing terms unless changed.

3. In a newly incorporated city, the compensation for an elective office may be established during the first term of office.

(c) Salaries shall be paid at the end of each month unless the council shall at any regular meeting by ordinance order payment at more frequent intervals.

In addition to receiving a salary, Common Council members receive a car allowance as a fringe benefit and “not as a salary” pursuant to Ordinance 2042, a copy of which is attached. The Mayor receives \$175.00 per month, Aldermanic representatives of the Personnel Committee receive \$175.00 per month, and the remaining Aldermen receive a car allowance of \$150.00 per month.

The question remains whether a car allowance is deemed to be compensation under Wis. Stats. §62.09(6). Section 62.09(6)(am)1. provides:

In this paragraph “compensation” means a salary, a per diem compensation for each day or part of a day necessarily devoted to the service of the city and the discharge of duties, or a combination of salary and per diem compensation. (Emphasis added)

The Wisconsin Supreme Court has defined the term “salary” as a “fixed, periodical compensation paid for services rendered...” Geyso v. Cudahy, 34 Wis.2d 476, 483, 149 N.W.2d 611 (1967). The term “salary” does not include “fringe benefits”. State ex rel. Manitowoc v. Police Pension Board, 56 Wis.2d 602, 203 N.W.2d (1973) Wis. Stats. §66.0137(5) allows local governmental units to “provide for the payment of premiums for hospital, surgical or other health and accident insurance and life insurance for employees and officers and their spouses and dependent children.” The League of Wisconsin Municipalities has opined that the prohibition on mid-term governing body salary increases does not prevent governing bodies from providing for mid-term insurance coverage or changes.

In order for payment to be considered an expense reimbursement and not salary, the payment must be reasonably related to the actual expenditures incurred. Expense reimbursement need not be made by a voucher for itemized claims and can be a fixed amount that the government determines reasonably approximates actual expenses. League of Wisconsin Municipalities Opinion, Salaries, #426. The payment of a car allowance, therefore, is not salary. It is an expense reimbursement and as such the amount of the car allowance and the condition under which the car allowance is paid can be changed during the middle of the term for elected officials including the Mayor and Common Council. In order to change the amount of the car allowance or the conditions under which the car allowance is paid an Ordinance would have to be adopted by the Common Council.

cc: Gerald Peterson, City Administrator  
Catherine Roeske, City Clerk  
Barbara Guckenberger, City Treasurer



OakCreek


OFFICE OF THE  
CITY ATTORNEY

Lawrence J. Haskin,  
City Attorney

Melissa L. Karls,  
Assistant City Attorney

MEMORANDUM

**TO:** Mayor Stephen Scaffidi  
Common Council Members

**FROM:** Lawrence J. Haskin, City Attorney 

**DATE:** March 24, 2014

**RE:** **Public Comment Period at Common Council Meeting  
(CAO # 687)**

Mayor Scaffidi has inquired as to whether the Common Council can have a regular agenda item for public comments. The answer is yes. Many cities and other governmental bodies have an item on the agenda for a public comment period. Although it is not required, the open meetings law does permit a governmental body to set aside a portion of an open meeting as a public comment period. Wis. Stats. §19.83(2) and 19.84(2). According to the Wisconsin Attorney General:

“During such a period, the body may receive information from the public and may discuss any matter raised by the public. If a member of the public raises a subject that does not appear on the meeting notice (or Agenda), however, it is advisable to limit the discussion of that subject and to defer any extensive deliberation to a later meeting for which more specific notice can be given. In addition, the body may not take formal action on a subject raised in the public comment period unless that subject is also identified in the meeting notice.”

In order to implement a public comment period, §2.33(a) of the Municipal Code should be amended to include a public comment period in the order of business for Common Council meetings. Currently, §2.33(a) provides as follows:

**Order of Business.** At all regular meetings, the order of business shall be according to the agenda prepared by the City Clerk. All copies of the agenda shall be forwarded by the City Clerk to members of the Council. Generally, the following order may be observed in the conduct of all meetings of the Council:

- (1) Call to Order by presiding officer.
- (2) Roll call.
- (3) Pledge of Allegiance.
- (4) Correction and approval of the minutes of the last preceding meeting or meetings.
- (5) Old business.
- (6) New business, including the introduction of ordinances and resolutions.
- (7) Communications and miscellaneous business.
- (8) Any other business permitted by law.

(9) Adjournment.

In conjunction with the Mayor's inquiry regarding a public comment period, he also asked whether public comments at Common Council Meetings can be limited to the public comment period and to public hearings. Once again, the answer is yes. I have issued previous opinions on this matter and have also similarly advised Mayors and Common Council Members in the past. According to the League of Wisconsin Municipalities:

"In general, no one other than members of the Common Council has the right to speak at a Common Council Meeting. Of course, if a hearing is scheduled, members of the public would be able to speak. Under §62.11(3)(e), the Council determines the rules of its procedure. It may decide to create an agenda item to allow citizens and delegations to speak at Council meetings. However, it is not required to do so. In general, unless an ordinance, statute or the requirements of due process require a hearing, there is no need for the Council to hold one. ... Absent a specific requirement, members of the public, whether or not they are residents, do not have the right to speak before the Common Council."

Therefore, the Common Council could revise §2.33 to (a) add to the Order of Business for the Common Council a public comment period and could revise §2.33 (b) to provide that citizen comments are limited to the public comment period and to properly noticed public hearings and that the Mayor or presiding officer can impose a limit on the length of time a citizen may address the Council during that public comment period. Section 2.33(b) currently provides:

**Citizen Comments.** The Mayor or presiding officer shall determine at what point in a meeting citizens will be called upon to speak and may impose a limit on the length of time a citizen may address the Council.

If there are any questions in advance of the Common Council Meeting please advise.

cc: Gerald Peterson, City Administrator  
Catherine Roeske, City Clerk

# City of Oak Creek Common Council Report

9

**Meeting Date:** March 27, 2014

**Recommendation:** Staff seeks a recommendation from the Common Council to solicit Request For Proposals (RFP) for public sector software and implementation services.

**Background:** During the 2014 budget process, the Capital Improvement Committee and Common Council approved \$275,000 over a three year period for purchasing and implementing a new public sector computer software. Attached is the capital equipment request.

City staff has formed a team consisting of Becky Benish (IT), Pete Wagner (Planning), Jeff Lynch (Inspection), and Bridget Souffrant (Finance) to lead the City through this process and transition. The software team has received and reviewed five submissions for an informational request which will help form the basis for the RFP. With Common Council approval, the team will solicit for RFPs and review the submissions. At that time, the software team will select applicable vendors to come to the City for demonstrations. Additional, demonstrations will be given to a few individuals in each department for modules that they currently use.

After the demonstrations have been conducted, the software team, with input from staff will bring a recommendation back to the Common Council for approval.

**Fiscal Impact:** None at this time.

Prepared by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

# City of Oak Creek 2013 Annual Budget

## Capital Equipment Program

<b>Department:</b> Finance/Inspection/Information Technology	<b>Date:</b> 9/23/13
<b>General Type:</b> Computer Software	<b>Contact Person:</b> Bridget M. Souffrant
<b>Equipment Description and Location:</b> Software package that is all inclusive for virtually all financial operations, inspection, and code enforcement.	
<b>Equipment Justification and Intent:</b> The current financial software, MSI is from 1995 and is incredibly outdated. There are numerous other software options out there that will allow the City to automate some of the current procedures, move more towards paperless procedures, and gain significant efficiencies in the payroll, budgeting, accounts payable, and accounting, and reporting processes. In addition to the financial piece, there are modules that include inspection and code enforcement pieces as well. Having a software that can work with all of the modules together is in the City's best interest maximizing efficiency. The existing inspection software vendor filed bankruptcy a few years ago and we have been using their old software. There is no support or upgrade path for this software. Our current financial software is no longer being sold and will support will be phased out within the next few years. We are looking for a software package that will automate our entire our operations acrosss and between the departments as well as allowing contractors to apply for permits online, pay for them online and check the progress of the review/inspections/approvals during the entire process. Also, the software would allow the inspectors to take tablets in the field and complete inspections electronically. The estimate for a software package of this size is \$275,000.	
<b>Describe alternatives to purchasing the equipment:</b> Continue to use our existing various software packages throughout City Hall and continue with our paper forms and procedures.	
<b>If this replaces existing equipment describe old equipment and disposal intent:</b> NA	
<b>Annual Impact:</b> The cost of software support would be approximately \$30,000.	
<b>Priority:</b> A	



# City of Oak Creek Common Council Report

**Meeting Date:** March 31, 2014

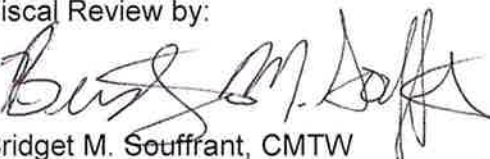
**Item No.:** 10

**Recommendation:** Request a letter to Milwaukee County be sent for installation of signage on 13<sup>th</sup> Street between Rawson Avenue and Drexel Avenue with "rough road" or other appropriate signage.

**Background:** 13<sup>th</sup> Street is a Milwaukee County road. Alderman Steve Kurkowski has received complaints from residents and City operations about the condition of the roadway and has asked that drivers be informed of the rough road conditions. The County is planning a reconstruction of the roadway in 2017. In the meantime, some interim repair measures are planned for this year. Alderman Kurkowski has requested the County install appropriate signage to alert drivers to the poor conditions of the roadway. Signage reading, "rough road" or as the County might determine appropriate is suggested.

**Fiscal Impact:** None to the City as this is a Milwaukee County road and its maintenance, construction and posting of signage is their responsibility.

Fiscal Review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM  
City Administrator

# City of Oak Creek Common Council Report

Meeting Date: March 31, 2014

Item No.: 11

**Recommendation:** That the Common Council approves payment of the obligations as listed on the March 26, 2014 Vendor Summary Report.

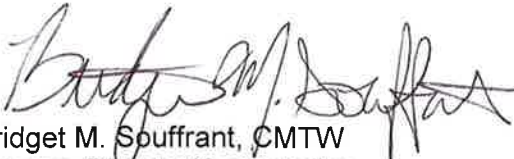
**Background:** Of note are the following payments:

1. \$54,630.06 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$59,596.80 to Benistar/UA (pgs #3-4) for April retiree Medicare supplement.
3. \$111,620.00 to Bray Associates Architects Inc. (pg #4) for city hall/library/fire station architectural services.
4. \$33,358.00 to Chamberlin Group, LLC (pg #5) for owner services facility development.
5. \$17,412.71 to Engberg Anderson, Inc. (pgs #8-9) for Civic Center FF&E.
6. \$19,300.00 to Howell Oaks III, LLC (pg #12) for acquiring property (right-of-way) and temporary easements for the Drexel Town Square project.
7. \$15,202.51 to Milwaukee Area Domestic Animal (pg #16) for quarterly operating costs/capital projects and first payment toward future capital building fund.
8. \$10,067.28 to National Insurance Company (pg #17) for disability insurance.
9. \$45,879.96 to North American Salt Co (pg #18) for road salt.
10. \$29,024.75 to Payne & Dolan (pg #19) for contract payments (street paving projects).
11. \$13,950.00 to Wheaton Franciscan Medical Group (pg #26) for February Wheaton Health Clinic services.
12. \$70,824.00 to WE Energies (pgs #28-29) for gas/electric utilities and street lighting.

**Fiscal Impact:** Total claims paid of \$603,111.07

Prepared by/Fiscal Review by:

Respectfully submitted,

  
Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

  
Gerald R. Peterson, ICMA-CM  
City Administrator

# City of Oak Creek Common Council Report

Meeting Date: March 31, 2014

Item No.: 12

**Recommendation:** That the Common Council approve the recommendation of the Street, Parks and Forestry Acting Superintendent to purchase one (1) Crafcro Super Shot 125 melter from Sherwin Industries in the amount of \$48,115.00.

**Background:** The Street Department advertised for bids for a current model tar kettle. The Street Department received two (2) bids from different vendors. The lowest bid meeting the specifications came from Sherwin Industries in the amount of \$52,915.00. The Street Department will be trading in unit #9-125, a 1998 Crafcro Super Shot 125. Sherwin Industries has offered the City in trade \$4,800.00 bringing the total amount down to \$48,115.00.

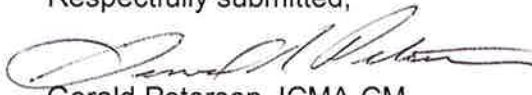
VENDOR	AMOUNT
Sherwin Industries	\$48,115.00 with trade of #9-125
Sherwin Industries	\$52,915.00 without trade
EnviroTech Equipment Company	\$48,410.00 with trade of #9-125
EnviroTech Equipment Company	\$54,120.00 without trade

**Fiscal Impact:** The money for this tar kettle would come from the 2014 CEP/CIP Capital Project #14002. The total amount for the purchase of this tar kettle is \$48,115.00.


Prepared by:

  
Dave Laehn  
Acting Street Superintendent

Respectfully submitted,

  
Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:

  
Bridget Souffrant  
Finance Director/Comptroller

# City of Oak Creek Common Council Report

**Meeting Date:** March 31, 2014

**Item No.:** 13.

**Recommendation:** That the Common Council adopts Resolution No. 11471-033114, a Resolution approving the updated Mutual Aid Agreement with all the municipalities within Milwaukee County.

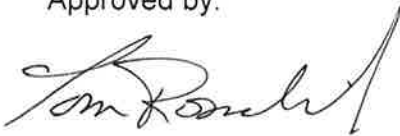
**Background:** In 1996 a Mutual Aid Agreement was established by Milwaukee County municipalities. 1996 was the last time this agreement was reviewed and updated. An update and review was made by the area chiefs within the past six months and was forwarded to many attorneys for review. The updated document has been reviewed by the City's Attorney office and no issues were raised.

This agreement is an update to meet the current situation and climate on mutual aid. This agreement addresses all alarms below MABAS (Mutual Aid Box Alarm System) that already exists for greater alarms.

Attached is the old and new agreement along with the resolution.

**Fiscal Impact:** It is designed to be a neutral cost for all participating agencies.

Approved by:



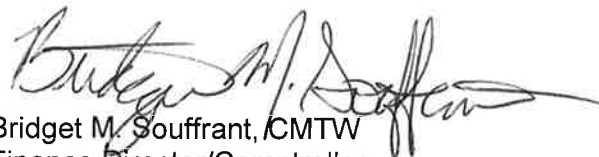
Tom Rosandich  
Fire Chief

Respectfully submitted,



Gerald R. Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

RESOLUTION NO. 11471-033114

BY: COMMITTEE AS A WHOLE

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER AUTHORITIES TO ENTER INTO A MUTUAL AID FIRE SERVICE AGREEMENT WITH CERTAIN OF THE MUNICIPALITIES OF THE COUNTY OF MILWAUKEE

WHEREAS, the municipality of the City of Oak Creek deems Mutual Aid Fire Service to be in the best interest of this municipality, and

WHEREAS, said municipality desires to enter into a Mutual Aid Fire Service Agreement with other municipalities, and

WHEREAS, the terms and conditions of the agreement under which the City of Oak Creek agrees to enter into Mutual Fire Service with other municipalities are as follows:

1. ELIGIBILITY. Only those cities, towns or villages shall be eligible which has and maintain, or establish and maintain their own fire departments.

2. RESOLUTION – WHEN EFFECTIVE. The city/town/village clerk of this municipality shall furnish a certified copy of this resolution to each of the other municipalities below named. The provisions of this resolution shall be in effect upon the filing with the city/town/village clerk of this municipality of a certified copy of an identical resolution, adopted by the respective governing bodies of eligible municipalities and shall be in effect only in respect to such of said municipalities as to adopt and file such identical resolution. The adoption and filing of such resolution shall evidence an agreement between the municipality and the other eligible municipalities.

3. GUIDELINES. The fire chiefs of the member municipalities have established guidelines for the method of giving and receiving requests for service and equipment to be dispatched. These guidelines shall be filed with the city, town or village clerk of each member municipality. Technical changes made from time to time in these guidelines shall be effective when copies thereof have been filed with the city/town/village clerk of each member municipality. Substantial fiscal impacts must be approved by the member municipality.

4. COMPENSATION. Mutual aid fire service shall be rendered without charge to a distressed member municipality. A requesting department shall assume responsibility for expenses of providing lubrication oil, motor fuel, and welfare items for firefighters to the extent of supplies available at the time of the request. Also, any responding departments using expendable items shall be reimbursed or have the items replaced by the requesting department.

5. AUTHORIZATION. Each member municipality shall authorize its fire chief to render and request mutual aid, including ambulance service to the other municipalities participating in the mutual aid agreement, to the extent of available personnel and equipment not required for adequate protection of his municipality. The judgment of the responding fire chief or officer commanding in his absence, as to the available amount of aid, personnel or equipment shall be final.

6. LIABILITY. Each member municipality shall be responsible for any and all legal liability imposed by law, including expense for loss adjusting, defense and investigation, for the operation of its own vehicles and equipment, the acts of its employees, officers, and elected officials, and for the workers' compensation and employee benefit liability for its own employees.

Each party to this agreement shall not be liable to another party to the agreement for damages, loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. It is further understood that any mutual aid response is not intended to create any employer-employee relationship between the parties.

7. TERMINATION. The agreement evidenced by the filing of certified copies of resolutions, as above set forth, shall remain in full force and effect until such time as a municipality files with all other member municipalities a certified copy of a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of filing a certified copy of such resolution with the city/town/village clerk of each municipality.

8. MUNICIPAL I.D. NUMBER FOR APPARATUS AND RADIO

The following identification numbers are allocated:

1. West Allis	100-199
2. Franklin	200-299
3. Milwaukee	300-399
4. Greendale	400-499
5. Wauwatosa	500-599
6. Hales Corners	600-699
7. Milwaukee County Airport	700-799
8. North Shore	800-899
9. Greenfield	900-999
10. St. Francis	1200-1299
11. Cudahy	1400-1499
12. South Milwaukee	1600-1699
13. Oak Creek	1800-1899

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

1. That the mutual aid fire agreement is hereby approved, and the rights and duties thereof hereby assumed and accepted, subject to the terms and conditions herein before set forth.

2. That the proper authorities of the municipality of the City of Oak Creek are hereby authorized and directed to do and perform that which is necessary to successfully carry out said agreement.

BE IT FURTHER RESOLVED, that a certified copy of this resolution to be filed with the all eligible municipalities to-wit: Cudahy, Franklin, Glendale, Greenfield, Hales Corners, Oak Creek, St. Francis, Wauwatosa, West Allis, Bayside, Brown Deer, Fox Point, Greendale, River Hills, Shorewood, Whitefish Bay, Milwaukee County Airport, South Milwaukee. This agreement supersedes all previous agreements.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 31<sup>st</sup> day of March, 2014.

Passed and adopted this 31<sup>st</sup> day of March, 2014.

Approved this 31<sup>st</sup> day of March, 2014.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

RESOLUTION NO. 9267-110696

BY: COMMITTEE AS A WHOLE

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER AUTHORITIES  
TO ENTER INTO A MUTUAL AID FIRE SERVICE AGREEMENT WITH  
CERTAIN OF THE MUNICIPALITIES OF THE COUNTY OF MILWAUKEE

WHEREAS, the municipality of the City of Oak Creek deems Mutual Aid Fire Service to be in the best interest of this municipality, and

WHEREAS, said municipality desires to enter into a Mutual Aid Fire Service Agreement with other municipalities, and

WHEREAS, the terms and conditions of the agreement under which the City of Oak Creek agrees to enter into Mutual Fire Service with other municipalities are as follows:

1. ELIGIBILITY. Only those cities, towns or villages shall be eligible which has and maintain, or establish and maintain their own fire departments.
2. RESOLUTION - WHEN EFFECTIVE. The city/town/village clerk of this municipality shall furnish a certified copy of this resolution to each of the other municipalities below named. The provisions of this resolution shall be in effect upon the filing with the city/town/village clerk of this municipality of a certified copy of an identical resolution, adopted by the respective governing bodies of eligible municipalities and shall be in effect only in respect to such of said municipalities as to adopt and file such identical resolution. The adoption and filing of such resolution shall evidence an agreement between the municipality and the other eligible municipalities.
3. GUIDELINES. The fire chiefs of the member municipalities have established guidelines for the method of giving and receiving requests for service and equipment to be dispatched. These guidelines shall be filed with the city, town or village clerk of each member municipality. Technical changes made from time to time in these guidelines shall be effective when copies thereof have been filed with the city/town/village clerk of each member municipality. Substantial fiscal impacts must be approved by the member municipality.
4. COMPENSATION. Mutual aid fire service shall be rendered without charge to a distressed member municipality. A requesting department shall assume responsibility for expenses of providing lubrication oil, motor fuel, and welfare items for firefighters to the extent of supplies available at the time of the request. Also, any responding departments using expendable items shall be reimbursed or have the items replaced by the requesting department.
5. AUTHORIZATION. Each member municipality shall authorize its fire chief to render and request mutual aid, including ambulance service to the other municipalities participating in the mutual aid agreement, to the extent of available personnel and equipment not required for adequate protection of his municipality. The judgment of the responding fire chief, or officer commanding in his absence, as to the available amount of aid, personnel or equipment, shall be final.
6. LIABILITY. Each member municipality shall be responsible for any and all legal liability imposed by law, including expense for loss adjusting, defense and investigation, for the operation of its own

vehicles and equipment, the acts of its employees, officers, and elected officials, and for the workers' compensation and employee benefit liability for its own employees.

Each party to this agreement shall not be liable to another party to the agreement for damages, loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. It is further understood that any mutual aid response is not intended to create any employer-employee relationship between the parties.

7. TERMINATION. The agreement evidenced by the filing of certified copies of resolutions, as above set forth, shall remain in full force and effect until such time as a municipality files with all other member municipalities a certified copy of a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of filing a certified copy of such resolution with the city/town/village clerk of each municipality.

8. MUNICIPAL I.D. NUMBER FOR APPARATUS AND RADIO

The following identification numbers are allocated:

1. West Allis	100-199
2. Franklin	200-299
3. Milwaukee	300-399
4. Greendale	400-499
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8. Greenfield	800-899
9. St. Francis	1200-1299
10. North Shore	1300-1399
11. Cudahy	1400-1499
12. South Milwaukee	1600-1699
13. Oak Creek	1800-1899

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

1. That the mutual aid fire agreement is hereby approved, and the rights and duties thereof hereby assumed and accepted, subject to the terms and conditions herein before set forth.

2. That the proper authorities of the municipality of the City of Oak Creek are hereby authorized and directed to do and perform that which is necessary to successfully carry out said agreement.

BE IT FURTHER RESOLVED, that a certified copy of this resolution to be filed with the all eligible municipalities, to-wit: Cudahy, Franklin, Glendale, Greenfield, Hales Corners, Oak Creek, St. Francis, Wauwatosa, West Allis, Bayside, Brown Deer, Fox Point, Greendale, River Hills, Shorewood, Whitefish Bay, Milwaukee County Airport, South Milwaukee. This agreement supersedes all previous agreements.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of November, 1996.

Passed and adopted this 6th day of November, 1996.



Approved this 6th day of November, 1996.



President, Common Council



Mayor

Attest:

  
City Clerk

VOTE: Ayes 6 Noes 0

## AGREEMENT FOR MUTUAL ASSISTANCE

THIS AGREEMENT FOR MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

### RECITALS:

WHEREAS the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction;

WHEREAS the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched, to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property subject to the conditions hereinafter stated: For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments. No party shall have any

obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (except those arising from the intentional or reckless acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.

There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

5. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.
6. No party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
7. Each party to this Agreement is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.
8. At all times while equipment and personnel of any parties' fire department are traveling to, from, or within the geographical limits of the other parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.

9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.
10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual Aid", effective as of the dates indicated below.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any parties hereto.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

\_\_\_\_\_  
Municipal Corporation

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN  
THE CITY OF \_\_\_\_\_FIRE DEPARTMENT AND THE CITY OF  
\_\_\_\_\_FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of \_\_\_\_\_ and the of the City of \_\_\_\_\_, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

### **Terms**

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

### **Amount and Time of Assistance**

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

### **Response Areas:**

#### **Fire/Emergency Services Response**

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

### **Emergency Medical Services (EMS) First Responder:**

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

### **Limitations**

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

### **Training**

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

### **Communications**

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

### **Dispatch to Emergencies**

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

### **Incident Command**

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.



**Fire Incident Reporting**

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

**Revisions**

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of \_\_\_\_\_ and the Fire Chief of the City of \_\_\_\_\_.

\_\_\_\_\_, Fire Chief – City of \_\_\_\_\_ Fire Department.

Date \_\_\_\_\_

\_\_\_\_\_, Fire Chief – City of \_\_\_\_\_ Fire Department.

# City of Oak Creek Common Council Report

Meeting Date: March 31, 2014

Item No.: 14

**Recommendation:** That the Council adopts Resolution No. 11470-033114 approving an Intergovernmental Memorandum of Understanding between the City of Franklin and the City of Oak Creek Documenting Cost-Sharing Pertaining to the Development of the South 27th Street Corridor Plan.

**Background:** Attached are copies of a draft Memorandum of Understanding between Franklin and Oak Creek, (Exhibit A) pertaining to proposed cost sharing to implement the streetscape recommendations of the South 27th Street Corridor Plan. The cost sharing model in the proposed MOU is based on earlier cost share models agreed upon between the two cities for the local cost share of the Drexel Avenue interchange.

As it relates to the undergrounding of public utilities (electric, gas, communications) on both sides of the corridor Franklin would cover 90% of the cost, and Oak Creek would cover 10%. This includes all related crossings to the east as well as laterals.

Sidewalk and pedestrian path development costs (those not covered by the Wisconsin Department of Transportation) would be the responsibility of the respective community, as the width and length of said improvements vary by community.

The remaining streetscape development costs would be shared equally by both communities.

The 27th Street Steering Committee last met on the subject on March 10, 2014 and the Cities' engineering project consultant HNTB met with WisDOT the same day. The agreement on the cost sharing with Franklin started in approximately 2011 with representatives from both Cities expressing the terms consistent with earlier cost share models on the Drexel Avenue interchange.

The City of Franklin Common Council (upon recommendation from their CDA and Forward Franklin Economic Development Committee) has already approved a resolution authorizing execution of the MOU.

Oak Creek's Community Development Authority recommended approval of this MOU at their meeting on March 26<sup>th</sup>.

**Fiscal Impact:** Detailed cost estimates are provided as an addendum to this report. Oak Creek's estimated cost of \$802,689 will be covered by a credit (894,600.79) that the City received from the Wisconsin Department of Transportation for the Drexel Avenue roadway project. The net result should be little or no additional expense to the City for this streetscape project.

Prepared by:



Doug Seymour, AICP  
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

RESOLUTION NO.11470-033114

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAK CREEK AND THE CITY OF FRANKLIN DOCUMENTING COST-SHARING PERTAINING TO THE DEVELOPMENT OF THE SOUTH 27<sup>TH</sup> STREET CORRIDOR PLAN

(2<sup>nd</sup> Aldermanic District)

WHEREAS, THE City of Oak Creek and the City of Franklin have been working together for many years to provide the highest degree of quality public improvements reasonably attainable in the interests of public safety, economic development, aesthetics, cost and the public convenience, comfort, health and welfare in conjunction with the plans of the Wisconsin Department of Transportation to reconstruct the entirety of South 27<sup>th</sup> Street between the two cities; and

WHEREAS, the South 27<sup>th</sup> Street Steering Committee, which includes members from both Oak Creek and Franklin, having recommended a cost sharing of the streetscape improvements agreement between the Cities since approximately 2011, and such recommendation having remained the same through the now near completion of the final design plans of phase one of the project by the Department of Transportation, from West College Avenue to West Drexel Avenue, and the Community Development Authority having recommended approval of a proposed memorandum of understanding incorporating such recommendation at its meeting on March 26, 2014, and the Common Council having reviewed the proposed memorandum of understanding as to the streetscape elements cost sharing with the City of Franklin for phase one of the projects and having found such agreement to be reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Memorandum of Understanding Between the City of Oak Creek and the City of Franklin Documenting Cost-Sharing Pertaining to the Development of the South 27<sup>th</sup> Street Corridor Plan, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, Finance Director and Director of Community Development are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 31<sup>st</sup> day of March, 2014.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Mayor

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

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

Intergovernmental Memorandum of Understanding  
Between the City of Franklin and the City of Oak Creek  
Documenting Cost-Sharing Pertaining to the Development of the  
*South 27th Street Corridor Plan, A Joint Project, City of Franklin, City of Oak Creek*

This Memorandum of Understanding (“MOU”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Franklin and the Community Development Authority of the City of Franklin, Wisconsin (“Franklin”) and the City of Oak Creek and the Community Development Authority of the City of Oak Creek, Wisconsin (“Oak Creek”).

WHEREAS, Franklin and Oak Creek have spent years working together and in conjunction with other governmental agencies and planning and engineering consultants preparing for the reconstruction of South 27th Street (U.S. Highway 241), along their common boundary from West College Avenue to West County Line Road, the history of which in part is recited in that certain Memorandum of Understanding between Franklin and Oak Creek dated June 17, 2009, a copy of which is annexed hereto, and such history thereafter supplemented in action by the entry of the City of Franklin and the City of Oak Creek into agreements with the State of Wisconsin Department of Transportation finalized on or about May 3, 2010, for cost-sharing in the construction of the West Drexel Avenue Interchange; and

WHEREAS, since that time, such work and preparation has continued and the project is nearing the commencement of construction; accordingly, the parties wish to document their previous understandings reached through the recent years as required for the finalization of an agreement with the Wisconsin Department of Transportation for the initial phase of the reconstruction of South 27th Street (U.S. Highway 241), to commence for the area from West College Avenue to West Drexel Avenue.

NOW, THEREFORE, it is hereby agreed and understood, by and between Franklin and Oak Creek, with regard to “phase one” of the Wisconsin Department of Transportation reconstruction of South 27th Street (U.S. Highway 241), from West College Avenue to West Drexel Avenue, as follows:

- I. Franklin and Oak Creek agree that the *South 27th Street Corridor Plan* Streetscape elements shall be as set forth upon Exhibit A annexed hereto and incorporated herein.
- II. Sidewalk/pedestrian path development and construction costs which are allocated by the Wisconsin Department of Transportation to municipalities shall be the responsibility of the respective municipality in which such sidewalk/pedestrian paths are installed, as the width and length of such sidewalks vary between the Cities of Franklin and Oak Creek.
- III. The costs of undergrounding public electric, gas and communications utilities, which are predominantly located on the West side of South 27th Street, including all related crossings to the east side and laterals, shall be shared by the parties as follows: Franklin 90%; Oak Creek 10%.
- IV. All of the costs of the implementation of the *South 27th Street Corridor Plan* Streetscape elements, excepting as set forth above in paragraphs II. and III., shall be shared by the parties as follows: Franklin 50%; Oak Creek 50%.
- V. The terms and provisions of this MOU shall be incorporated into the agreement or agreements between Franklin and Oak Creek and the Wisconsin Department of Transportation for the construction of phase one.

V. The terms and provisions of this MOU shall be incorporated into the agreement or agreements between Franklin and Oak Creek and the Wisconsin Department of Transportation for the construction of phase one.

In witness whereof, the undersigned have set forth their hands and seals upon such dates as set forth below, the last and latest of which being the effective date of the Understanding.

City of Franklin

City of Oak Creek

By: \_\_\_\_\_  
Thomas M. Taylor, Mayor

By: \_\_\_\_\_  
Stephen Scaffidi, Mayor

Date: \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Sandra L. Wesolowski, Clerk

By: \_\_\_\_\_  
Catherine A. Roeske, Clerk

Date: \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Paul Rotzenberg, Director of  
Finance and Treasurer

By: \_\_\_\_\_  
Bridget M. Souffrant,  
Finance Director/Comptroller

Date: \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014.

Community Development Authority of the City  
of Franklin, Wisconsin

Community Development Authority  
of the City of Oak Creek, Wisconsin

By: \_\_\_\_\_  
Thomas M. Taylor, Chairman

By: \_\_\_\_\_  
James Ruetz, Chairman

Date: \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Jesse A. Wesolowski, Executive  
Director

By: \_\_\_\_\_  
Douglas W. Seymour, Secretary

Date: \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014.

**S. 27<sup>th</sup> Street**  
**Unique Cost Share Agreements**  
**Sidewalk & Lighting**  
3/17/2014

**Total Project Length**

Approximately 4 miles (both sides of street)

**Sidewalk Costs**

**Existing Sidewalk**

5' concrete walk for 1.5 miles (39,600 sq ft) in total length (including both sides of street) from College to Rawson Avenue.

**Proposed Sidewalk**

10' multi-use path for 4 miles in length

1. 6' multi-use path (\$5.50 per sq. ft. – broomed concrete) for 3.5 miles in length (approximately 110,880 sq. ft.) for \$609,840 estimated cost. 10' multi-use path (Oak Creek side from Drexel to Minnesota Ave. (\$5.50 SF)) for .5 mile (26,400 sq. ft.) for \$145,200. Overall Total = \$755,040.
2. WisDOT replaces in-kind/existing 5' sidewalk at 0% cost to cities.
  - o 1.5 miles = 39,600 sq. ft. of sidewalk at \$5.50 per sq. ft.
  - o WisDOT Est. Cost = \$217,800
3. WisDOT pays 100% for new 5' standard sidewalk
  - o 4 miles minus 1.5 miles of existing sidewalk = 2.5 miles or 66,000 sq. ft. of new sidewalk at \$5.50 per sq. ft.
  - o Total Cost = \$363,000
  - o WisDOT Est. Cost = \$363,000
  - o Cities Est. Cost = \$0
4. Cities pay 100% of any remaining multi-use path costs above and beyond the 5' standard sidewalk

**Summary**

1. Total Est. Multi-Use Path Cost = \$755,040
2. WisDOT's In-Kind Cost Share = \$217,800
3. WisDOT's new sidewalk Cost Share = \$363,000  
WisDOT's total = \$580,800
4. **Cities Estimated Cost Share for sidewalk = \$174,240**

The sidewalk cost agreement assumed above is in accordance with the email correspondence from Vida Shaffer on 1/3/2012 and updated from the email correspondence from Tom Lazcano on 4/10/2013.

## Lighting

### **Existing Lighting**

Currently the corridor has lighting for 1.8 miles in total length (including both sides of street) from College to Rawson Avenue.

### **Proposed Lighting**

225 Gardco LED Pureform Lights at \$5,852 per light = \$1,316,700 est. cost.

### **Gardco LED Pureform Summary**

- WisDOT replaces existing lighting (1.8 miles) in-kind at 0% cost share to cities
  - 1.8 miles or 45% of the corridor = \$592,515
- WisDOT pays 50/50 for standard lighting
  - 2.2 miles or 55% of the corridor at = \$362,092.50
- Total estimated cost for lighting = \$1,316,700
- WisDOT estimated share = \$954,607.50
- **Cities estimated share = \$362,092.50**

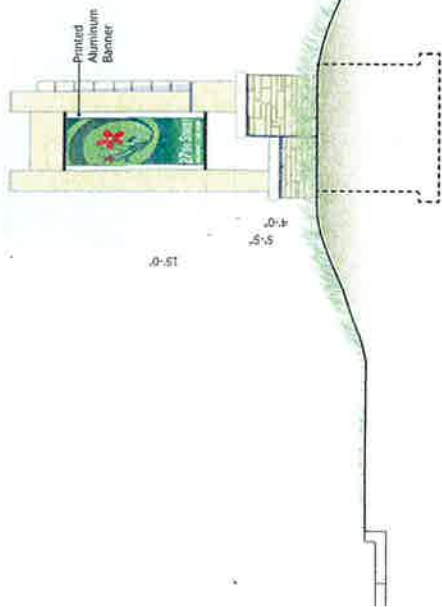
The lighting cost agreement assumed above is in accordance with the email correspondence from Vida Shaffer on 8/4/2010 and reaffirmed from the email correspondence from Tom Lazcano on 4/10/2013.

**S. 27th Street  
Phase I - Cost Summary**

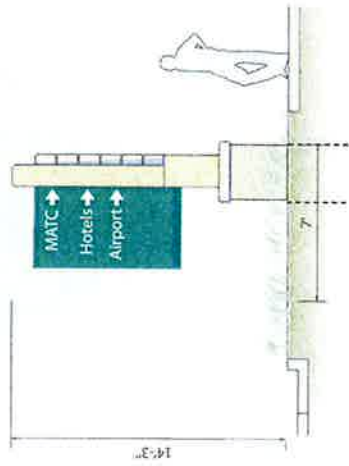
3/17/2014

	<b>Total</b>	<b>Oak Creek</b>	<b>Franklin</b>
Streetscape Elements (50-50 split)**^	\$1,268,154	\$634,077	\$634,077
Buried Utilities (10-90 split)**	\$3,000,000	\$300,000	\$2,700,000
15% Contingency (on both items above)	\$640,223	\$140,112	\$500,112
<b>Total</b>	<b>\$4,908,377</b>	<b>\$1,074,189</b>	<b>\$3,834,189</b>
WisDOT Sponsored CSS (3% of Construction Cost of \$18.1M in 2015)	\$543,000	\$271,500	\$271,500
<b>Overall Total</b>	<b>\$4,365,377</b>	<b>\$802,689</b>	<b>\$3,562,689</b>
2015 \$	\$4,541,739	\$835,117	\$3,706,621
2017 \$	\$4,725,225	\$903,958	\$4,012,166
*Includes the Final Design of the Streetscape Elements.			
**Does not include acquisition of utility easement at estimated at \$265,000. The cost to bury the private utilities was provided by the Franklin Engineering Dept. and is an estimate based off the actual cost to bury utilities along W. Drexel Ave. near S. 27th St.			
^Assumes standard 5' sidewalk, no cost share for cities.			

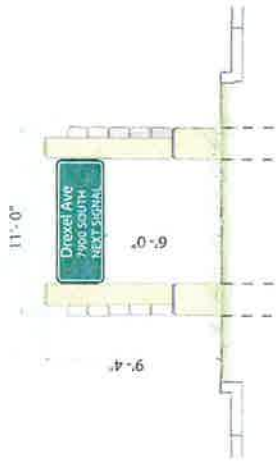




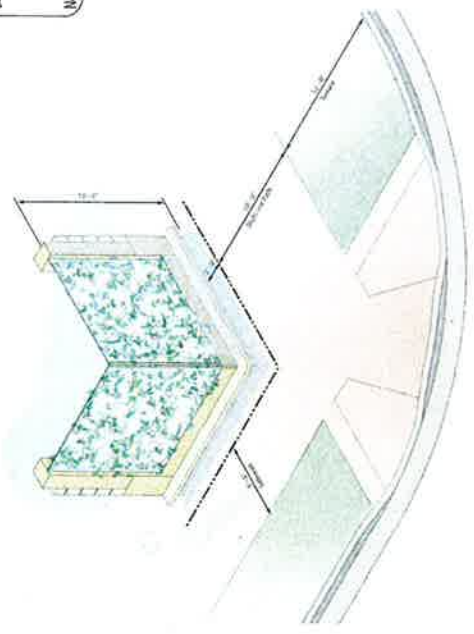
Gateway Median Monument  
Front Elevation



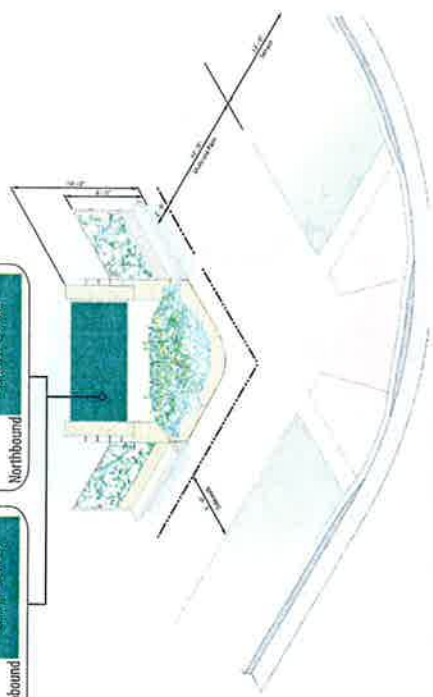
Wayfinding  
Front Elevation



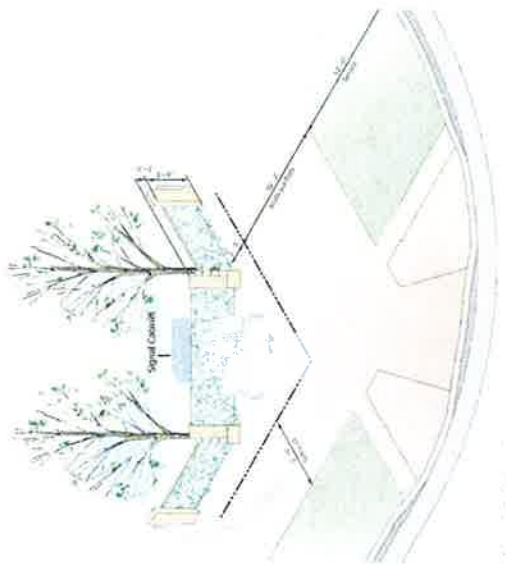
Advance Notice Sign in Median  
Front Elevation



Gateway Monument (Greenscreen)  
Isometric View



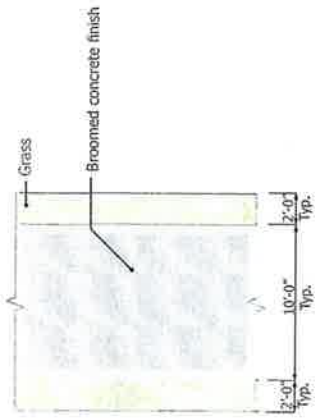
Gateway Monument (Non-Electronic)  
Isometric View



Signal Cabinet Screens  
Isometric View



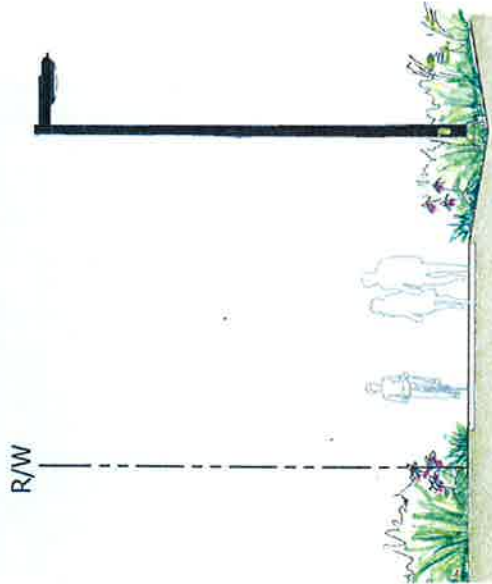
Chase Park - Landscape Forms at signal cabinets



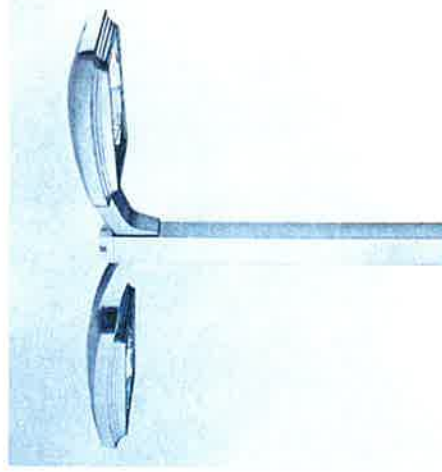
Multi-Use Path  
Concrete with grass shoulder



Colored concrete crosswalk



Colored Lighting - Front Elevation



Gardco Gullwing 200 LA in Black



Beta Edge in Black

Roadway LED Lighting

S. 27th Street Cost Estimates

3/17/2014

Preliminary Cost Estimates PHASE I - College Ave to Drexel Ave

A		B		C		D		E		F		G		
Element	Quantities	Unit	Cost per unit	Estimated Total Cost	Cities Typical Cost Share	Cities Costs (Column E x F)	Rows							
<b>INTERSECTION ELEMENTS</b>							1							
Gateway Monument (Non-Electronic)	2	Each	\$20,000	\$40,000			2							
Gateway Monument (Green Screen) SW Quad only	3	Each	\$12,000	\$36,000	100%	\$40,000	3							
Signal Cabinet (Green Screen) NE Quad only	5	Each	\$10,000	\$50,000	100%	\$36,000	4							
Special Pavement Edge (crosswalks)	3,000	LF	\$30	\$90,000	100%	\$50,000	5							
Special Pavement (sidewalk)	7,170	SF	\$8	\$57,360	20%	\$90,000	6							
Metal Benches	5	Each	\$2,800	\$14,000	100%	\$11,472	7							
Trash Receptacles	10	Each	\$2,000	\$20,000	100%	\$14,000	8							
Traffic Signals Monotubes (Black Colored poles and arms)	6	per Intersection	\$125,000	\$750,000	0%	\$20,000	9							
						\$0	10							
<b>TERRACE ELEMENTS</b>							11							
Wayfinding	5	Each	\$12,000	\$60,000	100%	\$60,000	12							
Street Tree Planting (Terrace)	152	Each	\$450	\$68,400	20%	\$60,000	13							
Rain Gardens (Terrace Area) seed only	1.8	Acres	\$9,000	\$16,200	20%	\$13,680	14							
Broomed Concrete Sidewalk - mixture of 6' & 10'	137,280	SF	\$5.50	\$755,040	Unique	\$3,240	15							
Roadway Lighting (Terrace) (Gardco Pureform LED)**^A	225	Each	\$5,852	\$1,316,700	Unique	\$174,240	16							
<b>MEDIAN ELEMENTS</b>							17							
Gateway Median Monument***	4	Each	\$20,000	\$80,000	100%	\$62,093	18							
Barrier walls for Median Monuments	500	LF	\$100	\$50,000	100%	\$80,000	19							
Advance Notice Sign (40 mph only)	7	Each	\$8,000	\$56,000	100%	\$50,000	20							
Natural Planting Seed Mix (Median)	1.2	Acres	\$3,000	\$3,600	100%	\$3,600	21							
Perennial Plants (Median groves)	1240	Each	\$25	\$31,000	100%	\$3,600	22							
Tree Planting (Median)	42	Each	\$450	\$18,900	100%	\$31,000	23							
<b>Misc. Costs</b>							24							
Mobilization	NA	Allowance		\$20,000	100%	\$20,000	25							
Traffic Control	NA	Allowance		\$25,000	100%	\$25,000	26							
Planting Surveillance and Care	NA	Allowance		\$24,000	100%	\$24,000	27							
<b>Cities Phase I Cost - Elements Only</b>							28							
(Cells G3:G20)							28							
<b>Final Design - Streetscape Elements</b>							29							
<b>Total</b>							30							
							31							
							32							
							33							
							34							
							35							
							36							
							37							

1. 2007 Design Manual Estimated an approximate cost of \$1,000,000 per City per mile (estimate was for the Elements only).

2. Estimates of quantities are based upon 30% Plans, not Final Designs. Therefore, quantities are preliminary in nature and indicate an approximate development cost for the project. The Development Cost Analysis represents HNTB's estimation as professionals familiar with the construction industry. Figures (unit prices) are based upon local construction costs. HNTB cannot and will not guarantee bids. Bids may vary from these estimates.

3. The Cities will not be required to pay a WisDOT Cost Share per the SEWRPC Origin/Destination Analysis that indicated greater than 40% of the street traffic is from 1/4 mile outside of S. 27th street.

\*CSS Can not be applied to cost share items.

\*\*Costs provided by WisDOT, The BetaLED Edge = \$352,476.

\*\*\*Cost estimate does not include a vertical barrier.

^Unit cost includes utility service, conduit, wire, controls and light pole.

**General Notes**

# City of Oak Creek Common Council Report

Meeting Date: March 31, 2014

Item No.: 15

**Recommendation:** That the Common Council adopts Resolution No. 11472-033114, acquiring fee property (right-of-way), and temporary easements, for the Drexel Town Square project, and, to send a payment in the amount of the Award of Damages to the affected property owner (Project No. 13040) (2<sup>nd</sup> Aldermanic District).

**Background:** The acquisition (approved with Resolution No. 11392-082013) of real estate and easements is necessary for construction of sidewalks and additional traffic lanes along the Howell Avenue corridor. The work will be included with the Wisconsin Department of Transportation maintenance project to be constructed this year. The required acquisition has been determined to be agreeable by the affected property owners. The City has hired MSA Professional Services to handle all of the real estate acquisitions for the project. The City must acquire TLE and PLE on seven parcels. The City has approved four acquisitions previously. The acquisition acquired at this time is listed below.


Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Howell Oaks II, LLC	8241 S. Howell Avenue	813-9016	3	PLE, TLE & Landscaping	\$19,300
Guardian Credit Union	7801 S. Howell Avenue	782-9051	11	PLE & TLE	\$10,350

**Fiscal Impact:** The total cost of this action is \$29,650, and is to be paid from CIP funds reserved in Project No. 13040.

Prepared by:

  
Brian L. Johnston, P.E.  
Assistant City Engineer

Respectfully submitted:

  
Gerald R. Peterson, ICMA-CM  
City Administrator

Approved by:

  
Michael C. Simmons, P.E.  
City Engineer

Fiscal review by:

  
Bridget M. Souffrant, CMTW  
Finance Director / Comptroller

RESOLUTION NO. 11472-033114

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

RESOLUTION ACCEPTING FEE PROPERTY, AND TEMPORARY EASEMENTS FOR THE DREXEL TOWN SQUARE PROJECT

(PROJECT NO. 13040)  
(2<sup>nd</sup> ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of sidewalk and additional travel lanes along S. Howell Avenue for the Drexel Town Square project:

WHEREAS, the road construction work will be completed by the Wisconsin Department of Transportation as part of their maintenance project (2060-15-71); and

WHEREAS, the acquisition of fee simple title, and temporary easements were approved with Resolution No. 11392-082013, and

WHEREAS, the plat and relocation order for this project, with State I.D. 2060-15-22, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owner listed below has agreed to land acquisition and grants easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Howell Oaks II, LLC	8241 S. Howell Avenue	813-9016	3	PLE, TLE & Landscaping	\$19,300
Guardian Credit Union	7801 S. Howell Avenue	782-9051	11	PLE & TLE	\$10,350

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached land acquisition and easements be approved and the same is hereby accepted; and

BE IT FURTHER RESOLVED, the Finance Director is hereby authorized and directed to prepare a check(s) in the amount(s) and to the owner(s) shown above for a closing to be scheduled and upon closing the City Clerk is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 31<sup>st</sup> day of March, 2014.

Passed and adopted this 31<sup>st</sup> day of March, 2014.

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

Approved this 31<sup>st</sup> day of March, 2014.

\_\_\_\_\_  
Mayor

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

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



# City of Oak Creek Common Council Report

Meeting Date: March 31, 2014

Item No.: 16

**Recommendation:** That the Common Council considers a motion to enter into agreements with the Wisconsin Department of Transportation (WDOT) for design oversight for the proposed improvements to the W. Marquette Avenue and S. Nicholson Road bridges. (Project No. 13022) (1<sup>st</sup> & 3<sup>rd</sup> Aldermanic Districts).

**Background:** On January 15, 2013 the city entered into a contract with Alfred Benesch & Company to design bridges located at S. Nicholson Road, W. Marquette Avenue and S. 6<sup>th</sup> Street. The contract was structured so there were opportunities to obtain future state/federal funding for the construction.

The Engineering Staff prepared funding applications for the construction of S. Nicholson Road and W. Marquette Avenue for inclusion to the 2013-2018 Local Bridge Program. On February 8, 2014 staff was notified that both bridges had been selected for funding in the program. Therefore a State/Municipal Agreement is required to allow state review on locally funded design projects.

Future State/Municipal Agreements for the construction funding will be sent to local agencies by the spring of 2014. The funds for the program will not be available till beginning of WDOT's fiscal year which starts in July.

**Fiscal Impact:** Total cost for state review is \$42,750 which would be funded from the bridge maintenance CIP fund (Project No. 12016).

Prepared by:



Matthew J. Sullivan, P.E.  
Design Engineer

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

Approved by:



Michael C. Simmons, P.E.  
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW  
Finance Director / Comptroller



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCAL BRIDGE PROJECT**

**100% LOCALLY FUNDED DESIGN  
AND DESIGN OVERSIGHT**

Date: February 3, 2014

I.D.: 2987-00-00

Road Name: W. Marquette Avenue

Bridge ID: P-40-0557

Location: Over Oak Creek

Limits: STH 38 to South 6<sup>th</sup> Street

County: Milwaukee

Project Length: 0.1

Facility Owner: City of Oak Creek

Project Sponsor: City of Oak Creek

The signatory, City of Oak Creek, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **Bridge P-40-0557 is a one span bridge with a width of 60ft and a length 44ft. The bridge has a sufficiency rating of 47.9 and is rated as structurally deficient. It passes over the Oak Creek and it has existing bicycle/pedestrian accommodations. There are no known safety issues. The bridge is on the 2013 NBI List.**

Proposed Improvement - Nature of work: **Bridge Replacement. The one span structure has a clear roadway width of bridge of 44ft and a length of 22ft. Less than 600ft of approach work will be completed with 250ft of approach work on both the west and east approaches.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements if the project is approved in a federally funded program: N/A

The Municipality agrees to the following funding conditions for 100% locally funded designs for projects seeking approval for Design in the Local Bridge program:

- A State/Municipal Agreement is required to allow state review on a locally funded design for a project not currently in an approved Local Bridge program.
- Costs for design and state review of design are 100% the responsibility of the municipality.
- Should federal funding for construction be approved, the municipality will be subject to Local Bridge guidelines for bridge projects.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2987-00-00					
Design	\$53,950	\$0	0%	\$53,950	100%
State Review	\$20,750	\$0	0%	\$20,750	100%
<b>Total Est. Cost Distribution</b>	<b>\$74,700</b>	<b>\$0</b>	<b>0%</b>	<b>\$74,700</b>	<b>100%</b>

Costs for design and state review of design are 100% the responsibility of the municipality.

This request is subject to the terms and conditions that follow (pages 3-4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Oak Creek (please sign in blue ink.)

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signed for and in behalf of the State:

Name \_\_\_\_\_ Title: SE Region Planning Chief \_\_\_\_\_ Date \_\_\_\_\_

[Terms and Conditions begin on the following page.]



**GENERAL TERMS AND CONDITIONS:**

1. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.
2. The items listed below are illustrative of terms that will be applicable should the project receive federal funding for construction.
  - a. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
  - b. Work prior to federal authorization is ineligible for federal or state funding.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

3. Work necessary to complete the proposed improvement project to be financed entirely by the Municipality or other utility or facility owner includes the following items:

- a. Preliminary Engineering and design
- b. Management Consultant and State Review Services.

- 4. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
- 5. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
- 6. The Municipality will, at its own cost and expense, provide complete plans, specifications, and estimates for state review.

**LEGAL RELATIONSHIPS:**

- 7. **Contract Modification:** This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 8. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
- 9. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

**PROJECT FUNDING CONDITIONS**

- 10. The Municipality agrees to the following project funding conditions:
  - a. ID 2987-00-00: The Municipality is responsible for 100% of design related costs. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and for processing the final PS&E document for award of the contract. Costs include an estimated amount for state review activities.
  - b. Execution of this agreement does NOT guarantee that the subject project will be approved for federal/state funding in present or future Local Bridge Program cycles.

[End of Document]



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCAL BRIDGE PROJECT**

**100% LOCALLY FUNDED DESIGN  
AND DESIGN OVERSIGHT**

Date: February 3, 2014

I.D.: 2673-00-00

Road Name: South Nicholson Road

Bridge ID: B-40-0018

Location: Bridge over Oak Creek

Limits: STH 100 to West Puetz Road

County: Milwaukee

Project Length: 0.11 miles

Facility Owner: City of Oak Creek

Project Sponsor: City of Oak Creek

The signatory, City of Oak Creek, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **Bridge B-40-0018 is a one span structure with a clear roadway width of 44ft and a length of 38.5ft. It passes over the Oak Creek. The bridge is on the 2013 NBI list and it has been rated as structurally deficient with a sufficiency rating of 41.9. There are currently sidewalk, bicycle and pedestrian accommodations in place and there are no known safety issues.**

Proposed Improvement - Nature of work: **Bridge Replacement. The bridge replacement will be completed on the existing alignment. Less than 600ft of approach work will be completed with 250ft of work on both the north and south approaches.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements if the project is approved in a federally funded program: N/A

The Municipality agrees to the following funding conditions for 100% locally funded designs for projects seeking approval for Design in the Local Bridge program:

- A State/Municipal Agreement is required to allow state review on a locally funded design for a project not currently in an approved Local Bridge program.
- Costs for design and state review of design are 100% the responsibility of the municipality.
- Should federal funding for construction be approved, the municipality will be subject to Local Bridge guidelines for bridge projects.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2673-00-00					
Design	\$44,100	\$0	0%	\$44,100	100%
State Review	\$22,000	\$0	0%	\$22,000	100%
<b>Total Est. Cost Distribution</b>	<b>\$66,100</b>	<b>\$0</b>	<b>0%</b>	<b>\$66,100</b>	<b>100%</b>

Costs for design and state review of design are 100% the responsibility of the municipality.

This request is subject to the terms and conditions that follow (pages 3-4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Oak Creek (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title: SE Region Planning Chief Date

[Terms and Conditions begin on the following page.]

## GENERAL TERMS AND CONDITIONS:

1. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.
2. The items listed below are illustrative of terms that will be applicable should the project receive federal funding for construction.
  - a. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
  - b. Work prior to federal authorization is ineligible for federal or state funding.

### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

3. Work necessary to complete the proposed improvement project to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - a. Preliminary Engineering and design
  - b. Management Consultant and State Review Services.
4. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
5. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
6. The Municipality will, at its own cost and expense, provide complete plans, specifications, and estimates for state review.

### **LEGAL RELATIONSHIPS:**

7. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
8. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
9. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

### **PROJECT FUNDING CONDITIONS**

10. The Municipality agrees to the following project funding conditions:
  - a. ID 2673-00-00: The Municipality is responsible for 100% of design related costs. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and for processing the final PS&E document for award of the contract. Costs include an estimated amount for state review activities.
  - b. Execution of this agreement does NOT guarantee that the subject project will be approved for federal/state funding in present or future Local Bridge Program cycles.

[End of Document]