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

COMMON COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 7, 2014
AT 7:00 P.M.

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 9/16/14.

Presentation

4. **Presentation:** Presentation and Announcement of Winners of the Mayor's Landscape Awards.

New Business

MAYOR & COMMON COUNCIL

5. **Informational:** Background and status of Milwaukee County radio communication system, WISCOM, information presented by Chief John Edwards.
6. **Motion:** Consider a *motion* to accept the 2015 Budget Guidelines as recommended by the Finance Committee (by Committee of the Whole).
7. **Resolution:** Consider *Resolution* No. 11540-100714, establishing GASB Statement #54, *Fund Balance Reporting and Governmental Fund Type Definitions* (by Committee of the Whole).
8. **Motion:** Consider a *motion* to approve an updated Investment Policy (by Committee of the Whole).
9. **Resolution:** Consider *Resolution* No. 11545-10074 approving the Redemption of Hartford Annuity Contract Number 712330120 (by Committee of the Whole)
10. **Resolution:** Consider *Resolution* No. 11545-100714 approving a capital improvements budget for the Lake Vista Redevelopment.
11. **Motion:** Consider a *motion* to approve the 2014 Vendor Summary Report in the amount of \$2,098,388.49 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

12. **Resolution:** Consider *Resolution* No. 11542-100714, authorizing the execution of agreements with Milwaukee County relative to the City's continued participation in the Community Development Block Grant Program for the program years 2015, 2016, and 2017 (by Committee of the Whole).

ENGINEERING

13. **Resolution:** Consider *Resolution* No. 11544-100714 approving the State/Municipal Agreement (SMA) for a State-let highway project along STH 241 (27th Street) from W. Drexel Avenue to W. College Avenue (2nd Aldermanic District)

STREETS, PARKS & FORESTRY

14. **Ordinance:** Consider *Ordinance* No. 2735, repealing and recreating Section 8.40(d), 8.40(j), 8.41(e), 8.41(f), 8.41(g), 8.41(i), 8.42(a), 8.42(b), 8.42(c), 8.42(d), 8.42(f), 8.42(g), 8.42(k), 8.44, 8.45(a)(1) and creating Section 8.40 (p) of the Municipal Code regarding garbage and refuse collection definitions (by Committee of the Whole).

INFORMATION TECHNOLOGY

15. **Motion:** Consider a *motion* to approve a purchase of the ProPhoenix Multi-Juris and Net-Motion software along with ProPhoenix consulting services in the amount of \$145,410.00 from ProPhoenix Corp (by Committee of the Whole)
16. **Motion:** Consider a *motion* to approve the purchase of two servers and rack rails from GHA Technologies, Inc. in the amount of \$28,274.04 (\$14,137.02 each) (by Committee of the Whole)
17. **Motion:** Consider a *motion* to approve a purchase of an upgrade to the Wonderware software along with programming services in the amount of \$14,594.00 from Com-Tech Security, LLC. (by Committee of the Whole)

LICENSE COMMITTEE

The License Committee did not meet prior to the 10/7/14 meeting. Tentative recommendations are as follows:

18. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
- Sara A. Harrison, 3331 E. Ryan Rd., Oak Creek (The Saloon)
 - Sara J. Fassbinder, 3110 E. Diane Dr., Oak Creek (Applebee's)
 - Grant G. Ehlert, 4764 N. 54th St., Milwaukee (Noodles & Company)
19. **Motion:** Consider a *motion* to grant a change of agent to Mega Marts LLC dba Pick 'n Save #6862, 8770 S. Howell Avenue from Andrew M. Gifford to Brian J. Redmond, 933 E. Mackinac Ave., Oak Creek (*favorable background report received*).

MISCELLANEOUS

21. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes 19.85(1)(g) to discuss the following:
- a. A claim submitted on behalf of J.H. Said, Faten Shaqfeh and Eyad Haj Said regarding an injury sustained at South Hills Park on May 31, 2014.
22. **Motion:** Consider a *motion* to reconvene into Open Session.

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

City of Oak Creek Common Council Report

Meeting Date: 10/7/14


Item No.: 5

Informational: Background and status of Milwaukee County radio communication system, WISCOM, information presented by Police Chief John Edwards.

Background: The County of Milwaukee came forward with a plan to change over the existing radio communication system used by the majority of the agencies. Both Fire and Police agencies researched WISCOM, the state radio system used by all correctional facilities, State Patrol, DNR, among others. The information provided reviews fees for the WISCOM system.

Fiscal Impact: Informational only. City of Oak Creek Concept Paper included.

Fiscal Reviewed by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Respectfully prepared and submitted by:


Police Chief John Edwards



POLICE DEPARTMENT MEMO

Date: October 1, 2014
To: Common Council
From: Chief John Edwards
RE: COMMUNICATIONS UPDATE

I am sending this memo with some background regarding the current status of the radio communication system. Starting in 2017 every agency has been mandated to change from analog to digital radio. Because of this change over, equipment currently used is at end of life and must be replaced. This started a conversation among the county agencies on what would be the best approach and the most efficient. The County of Milwaukee came forward with a plan to change over the existing system used by the majority of the agencies. The plan was very vague and didn't include all information. At the urging of the area police and fire chiefs, the county eventually came out with a plan that included fees of \$25 per radio per month. Prior to this there was never a fee charged for the radio use. The cost was covered by taxes collected by the county. This new fee would mean a cost of \$66,900 a year to the City of Oak Creek.

It was at this time that both fire and police began exploring the WISCOM system. This is the state radio system that is used by all correctional facilities, State Patrol, DNR, among others. The City of Greenfield was in the process of switching to WISCOM and the UW Milwaukee Police Department had been on the WISCOM system for a couple of years. WISCOM currently has no fees attached to the use of the system. There is a fee schedule that was developed in case fees would eventually have to be instituted. From the information we have gathered, the system is currently funded through the state budget and fees will only be instituted should the system be de-funded. The fees for the WISCOM system are \$25 per radio per year. Should the fee structure start, the cost would be \$5,500 per year as opposed to \$66,900 per year with the county system. Although the main concern with the radio system is that our officers and firefighters have a system that works, cost is something we have to consider also.

After much debate with the county and pressure from the both the fire and police chief organizations, the county changed their fee structure. I have it listed below:

Usage and Capital-Improvement Fund Fee Structure is as follows: Year	Usage Fee Per Radio Per Month	Capital Improvement Fund Fee Per Radio Per Month	Total Fee Per Radio Per Month
2014	\$0	\$0	\$0
2015	\$2	\$0	\$2
2016	\$5	\$0	\$5
2017	\$9	\$0	\$9
2018	\$12	\$2	\$14
2019	\$14	\$3	\$17
2020	\$14	\$4	\$18
2021	\$14	\$5	\$19
2022 and beyond	\$14	\$5	\$19

There are a total of 223 radios in the City of Oak Creek. Under the current fee schedule the following costs would be incurred by the City of Oak Creek.

2015 - \$5,352
2016 - \$13,380
2017 - \$24,084
2018 - \$37,464
2019 - \$45,492
2020 - \$48,168
2021 - \$50,844

The total over that seven year period is \$224,784. There is no guarantee the fees cannot go up even further at the end of the first seven years. The county is requiring a fifteen year commitment to anyone signing onto the agreement. So even without an increase after the first seven years, the total cost just for fees over a fifteen year commitment would be \$631, 536.

During the discussions with the county, the state came out with information for a grant for fiscal year 2013 that was available for the buildup of WISCOM in a five county area. Captain Steve Anderson from the police department and Lieutenant Jack Rehn from the fire department worked together to create a concept paper for this grant. We were eventually notified that Oak Creek was awarded the 2013 grant. The total amount was \$640,000. After a short time the grant was withdrawn and reissued as a \$10,000 grant to be used by Oak Creek to do a coverage study for the use of WISCOM. We have been informed that the fiscal year 2014 grant for \$640,000 is earmarked for the City of Oak Creek. That grant cannot be released until the coverage study is paid out.

The 2014 grant can go towards equipment. With the end of life of our dispatch consoles, we have estimated the cost to replace them at \$282,000. The grant money can be used for the replacement of the consoles. The money is also to be used for the equipment from the state to be placed on a communications tower. It also can be used for both portable radios and squad radios. All of these costs would have to be funded by the city if it were not funded by the grant.

We have had a survey done for a communications tower at the police department. This was approved by the FAA. There is an existing location for a tower with conduit already run underground that was put in when the police department was built. The approval is for a tower to a maximum height of 165 feet. This is important because any tower above 200 feet would require strobe lights to be attached. At 165 feet, no lights are necessary. We feel that is important for neighbors who may have had concerns. This tower is not a cell phone tower. It is a communications tower. There is a possibility of cell carriers being placed on the tower, but it is not the main function. That is similar to the utility water tower on Howell Ave. near Rawson Ave. It does have cell equipment on it, but it is not a cell tower.

Another consideration we have looked at is the implementation of FirstNet. This is a mandate by President Obama. This was signed into law in 2012. This law provided funding and governance to the Department of Commerce's National Telecommunications and Information Administration (NTIA) to establish FirstNet as an independent authority for the implementation of Nationwide Public Safety Broadband Network (NPSBN) initiative. Basically, it is a nationwide interoperability wireless system for public safety. Each state is being offered money to build this up or have the federal government do it and be billed for it. The amount for the State of Wisconsin is 2.8 million dollars. When this is built out, they will be looking for existing state sites to use; and should we have a tower with WISCOM on it already, we will more than likely be one of the sites looked to for the FirstNet system. The process for FirstNet is moving fairly fast.

We do plan on going in front of the planning commission regarding the tower now that the survey has been approved by the FAA.

We felt it was important to brief the Common Council on the status of the radio system. We will be bringing a Common Council report forward in the near future for a vote on which system the Common Council wishes us to go to. Our recommendation at this time is to follow through with the grant money that has been awarded and earmarked for the City of Oak Creek by the state and go to the WISCOM system. We will be available for any questions or concerns you may have.

I have attached the concept paper that was required for the grant from the state as well as the agreement the county has asked everyone to sign onto.

City of Oak Creek Concept Paper

The City of Oak Creek is interested in applying for Homeland Security funding for upgrading from our current communications system to WISCOM. After several meetings between shareholders in our community, a meeting with representatives from WISCOM, EF Johnson, and after a brief demonstration at the recently installed Greenfield site, we are ready to move forward and commit to switching to WISCOM. Our plan is to install a VHF/800/700 MHz system with a tower site. We hope to demonstrate our commitment to this project in the concept paper.

The City of Oak Creek currently has 2 radio systems; the Milwaukee County 800 MHz system, and a VHF system that the Fire Department has maintained. We are interested in switching from these systems to a WISCOM system to better increase our interoperability with our neighboring communities. With the Milwaukee County system we have had the ability to speak with our neighboring communities on the County 800 MHz system; and the Oak Creek Fire Department has also had the ability to communicate on a VHF system that they have maintained. By switching to a multi-band WISCOM system, we believe this would allow us to communicate more effectively with all of our neighbors. Oak Creek is bordered by the City of Milwaukee (Open Sky) to the north, and Racine County (VHF and UHF) to the south. While using the current 800 MHz system we do not have the ability to communicate with law enforcement agencies to the south and with MPD. The fire department is able to communicate with the agencies by using their VHF system. Our community borders Racine County and they operate on a VHF and UHF system. If there is an incident requiring our response, we currently do not have the ability to communicate with them unless we purchase extra equipment to patch them over to one of our channels.

Switching to WISCOM will also provide other benefits to our departments. Investigations and trainings take members of both departments outside of the coverage area of our current system. With the proper equipment, our members would have the ability to communicate with dispatch using radios throughout WI while on WISCOM. Another interest is that neighboring communities are switching, or have switched, to WISCOM. The City of Oak Creek and the City of Bayside have a reciprocal agreement to be back-up dispatch centers for each other's community in cases of emergency. Bayside is currently a WISCOM site, and by building a site up in Oak Creek the inter-operability between the North Shore and our Department would increase. The City of Greenfield borders Oak Creek and has recently become an operational WISCOM site. By building up a site in Oak Creek, we would increase the strength and infrastructure of the southern portion of Milwaukee County. There is an agreement between Oak Creek and the City of St. Francis to have Oak Creek dispatch for that community. The City of South Milwaukee

and Franklin Police departments have had conversations with Oak Creek about WISCOM as they understand our commitment to switching.

The other interest points involve the equipment. By putting in a multi-band WISCOM system there would be flexibility to switch to another frequency while conducting maintenance on one system and operating on the other seamlessly. Much of our City's communication equipment is not P25 compliant at this time and cannot be flashed to P25. The Police Department is 2 years into a 5 year replacement plan for P25 radios, and the Fire Department is ready to purchase P25 radios.

The last reason our City is looking to switch is due to the system the County is going to be installing and its governance. The proposed fee structure, in conjunction with uncertainty after the first year of fees, has led us to believe going to a Statewide system with a published fee structure is a better option. This gives us the ability to amortize the cost of the system compared to the fees charged over an extended period.

Some of the key changes since the implementation of our current systems are call volume, dispatch responsibilities, and equipment aging and changes. The Fire Department has had the VHF system for many years and has continued to maintain that system even since switching to the 800 MHz with the Police and DPW departments in 2000. These systems are older and the department has 2 T-1 lines that are also aging. The radio equipment is also old, and there is a transition in progress to a P25 platform.

Another major change for our City is that the Police Department now dispatches for Police/Fire/ and EMS in our community. With the growth of the City in both commercial and residential areas, the volume of calls has increased significantly. In recent years, there has been more of an effort to use mutual aid agreements and responses into neighboring communities. Fire responds to calls in Zone E and Zone D for M.A.B.A.S. calls and mutual aid; while police have been a part of S.M.A.R.T. for over 20 years and interoperability is critical. Communications became an issue on August 5, 2012 at a shooting at the Sikh Temple in our community. In the first 12 hours we had over 500 emergency personnel respond including neighboring communities which we were unable to monitor and speak with over the radios. The interoperability of a WISCOM system would have been useful in establishing better communications.

The City of Oak Creek is on an annual budget cycle of January 1 through December 31. In 2011 the Police Department presented a 5 year plan for the purchase of P25 portable and mobile radios to the Common Council and that plan was approved. The first two years have allowed the Police to purchase 26 P25

radios and 8 mobile radios, but the department still needs to purchase an additional 27 portable and 11 mobile radios. The plan would be to make the remaining portable radios dual band, and through attrition or other means, change the newer P25 radios to dual band for better interoperability. The Fire Department will be purchasing 40 P25 dual band radios within the next year, and through attrition would replace the two radios in all vehicles to a single dual band radio. The dispatch center has recently been expanded from a 4 position to a potential 8 position dispatch center. The Police Department has already met with an E.F. Johnson representative to obtain a quote for the upgrade of all radios and an additional WISCOM system for the dispatch center.

Our Police and Fire representatives have been in communication with the State and EF Johnson representatives researching the potential for a WISCOM site for our community since July of 2013. During that time, our Fire department was in the process of receiving approval of a 150' tower at the site of their new fire station. The 150' foot tower has been approved for construction at this time. With the plan of switching over to WISCOM, the departments have met with City officials and presented a new tower location. The new location would be at the police department where a pre-determined site was planned when the facility was build 10 years ago. The City will be applying for approval for up to a 300' tower at this site which would replace the tower that was to go in by the fire station. With this plan, all communications equipment would be moved to the police department. The City also will be having fiber installed connecting the Police station and 2 of the 3 fire stations. This install is set to take place between July and September of 2014. I have recently contacted a representative from DOT to see if the DOT fiber could be brought to our police station in conjunction with a project they will be working on shortly.

As mentioned, Oak Creek currently has 2 systems, a Vhf system and a trunked, analog 800 MHz system. The 800 MHz system has been in use since 2000 when Milwaukee County brought the system online. The majority of the equipment is also from 2000 as well. The Police department has completed 2 years of a 5 year plan and purchased a total of 19 P25 radios in 2013. The Fire department and DPW have not purchased P25 radios at this time, but Fire does have a plan to purchase up to 40 radios this year. The Vhf system has been in use for 30-35 years with minimal maintenance and equipment replacement. The newest equipment purchased by OCFD was in 2012 when 16 portables and 1 repeater were purchased. The Vhf system does have one amplifier which was installed by WE Energy for their lakefront site to ensure coverage since the majority of the site is below the bluff-line.

Our current systems have had minimal interruptions in the time we have had them. The 800 MHz system has had outages related to weather, technical issues, and most recently the fire at the courthouse. When there are repairs necessary it is on County's schedule to have the repairs made and notification to our dispatch center has usually occurred. Since this is Milwaukee County's radio system our City does not have access to the MTBF and MTBO rates. This system is also tied to the emergency weather sirens so when there are problems or maintenance this system is also impacted. Our dispatchers do have a procedure when an outage occurs to the system that is implemented, but then our City will share a radio channel with other jurisdictions.

Both of our systems provide mobile and portable coverage for the City Departments. At this time coverage needs are met with both of our current systems. The addition of an amplifier on the WE Energies campus has provided better coverage on that site. There are instances where follow-up is handled outside of our coverage area and it would be preferred to have radio contact versus using a cell phone for communications.

Oak Creek systems currently support VHF and 700/800 MHz, but the County system is outdated and is not compliant with TIA-102 standards. Milwaukee County has a plan to upgrade the system to P25 standards, but it is our City's intention to switch to a WISCOM P25 multiband system. Some, but not all, of the portable and mobile radios in the City are P25 compliant, and the dispatch radio equipment is not P25 compliant. The FD has 9 radios that can be flashed to P25 and the PD has 10 radios that can be flashed to P25 (Motorola XTS5000). As previously mentioned the PD does have several mobile and portable radios that are P25 radios (Motorola APX 6000 and APX 6500), and there is a current replacement plan for the rest of the equipment (Motorola MTS2000 and Motorola MCS2000). The PD dispatch equipment is Motorola Centracom Gold Elite Model.

When licensing to narrow-banding was completed, all radios in Oak Creek had no performance issues, either mobile or portable. It is not known if the County system could be expanded, but the equipment in Oak Creek is capable of expansion. Our current frequency band is 800 MHz and 154.220 (VHF).

As mentioned, Oak Creek is in the process of upgrading equipment to be P25 equipment. The fire radios are currently interoperable with other systems (VHF system), but the police radios are not. The only way the police radios could be interoperable with other systems is if a patch is set-up between the systems. Our PSAP does have the ability to be programmed with more resources but is limited by the aging T-1

lines. This will become more feasible when the fiber optic is installed in July through September of 2014. The fiber will connect several city facilities including the Police Department, and 2 Fire stations.

The City of Oak Creek is requesting \$645,000 to build up a complete WISCOM system at our police department location. As previously outlined, we are intending on putting up a tower (height up to 300') and putting in a VHF/700/800 P25 radio system. We have had meetings with E.F. Johnson and have asked for pricing on the system. We believe by building the site up at this location it will increase the interoperability of departments in the southern half of Milwaukee County and northern portion of Racine County. Our department has had conversations with neighboring communities, and is willing to work with other agencies to bring this system to its full operational potential.

Our preliminary timeframe for the project would 12-24 months from start to finish. Some of the groundwork for the project is already in progress. The Police and Fire Chiefs have met with elected officials and the city administrator on the project, and understand our intentions of moving to WISCOM. There is an approved tower site at a new fire facility, but the City will be applying for a tower site at the police department for up to 300'. The tower site at the PD will be applied for by March 27, 2014 and when approval is received the tower will go out to bid for this location. If the 300' tower site is approved we estimate the tower would be installed within the next 12 months. If the 300' tower is denied, and the City has to move forward with the 150' FD tower site, we estimate that tower to be up within 12-18 months. Our City has already met with Derek DiPietro, a representative of E.F. Johnson, and asked for a bid on the project.

Our City believes building up a site in Oak Creek would benefit the entire WISCOM system in this area and are hoping for significant funding from the grant process. The Police and Fire Chiefs are committed to switching to WISCOM, and know that even with grant assistance there will need to be some funding dollars from the City to complete this project. The Common Council has committed to a 5 year plan to switch mobile and portable radios to become P25 compliant, and there is 3 years of funding from that plan to assist in the transition. The council has already approved funding for the 150' tower and we would be asking them to approve additional funding for increasing the tower to 300' and putting it at the PD.

The City of Oak Creek serves approximately 36,000 residents locally, but responds to request of mutual aide in surrounding communities. The City is in negotiations to dispatch all Emergency Services for the City of St. Francis, and upon implementation that would add approximately 9,411 additional residents to

our immediate service area. Our dispatch center is also the backup dispatch center for the City of Bayside which covers 7 north shore communities and a significant increase in population. With S.M.A.R.T. and M.A.B.A.S. our police and fire personnel respond into neighboring communities, the FD on a more regular basis than police. Our FD regularly responds to communities in Zone E and Zone D in Milwaukee County for support during fire calls. In all of these situations, interoperability is critical with the other communities.

Although our City is submitting this concept paper with our information, we are committed to work with our neighbors and build a radio site up that will benefit all shareholders. We have had conversations with neighboring police and fire departments about what is needed and what we would like to build up in Oak Creek. Chief Edwards (Police) is the president of MCLEA, and in coordination with the president of the fire chiefs group, has sent emails out to Milwaukee County police and fire departments looking for interest in WISCOM. Our City has offered to be a collection point for the papers and submit them as a whole to work in cooperation with others.

Oak Creek points of contact are:

Oak Creek Police: Captain Steve Anderson sanderson@oakcreekwi.org (414)766-7615

Oak Creek Fire: Lt. Jack Rehn jrehn@oakcreekwi.org (414)570-5610

**INTERGOVERNMENTAL AGREEMENT
MILWAUKEE COUNTY AND THE ____ OF ____
PERMITTING ACCESS TO MILWAUKEE COUNTY'S
PUBLIC SAFETY RADIO SYSTEM**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as "COUNTY"), and the _____ of _____, a municipal body within the County of Milwaukee, State of Wisconsin (hereinafter referred to as "SUBSCRIBER"), permitting the use of Milwaukee County's Public Safety Radio System as defined herein. Together, COUNTY and SUBSCRIBER shall be referred to as "PARTIES".

1. STATUS

1.1 In recognition of SUBSCRIBER's intended long term participation with COUNTY's Public Safety Radio System; which is a direct replacement of the COUNTY's existing analog Project 16 trunked radio system, which shall be initially deployed as described in Section 5.2, and which may be expanded or replaced as described throughout this Agreement; and in consideration of public safety and coordination of services between COUNTY and SUBSCRIBER to the mutual benefit of both PARTIES, SUBSCRIBER is entitled to:

1.1a Use COUNTY's Public Safety Radio System for a minimum period of Fifteen (15) years from the date of execution of this AGREEMENT with option of Two (2) Five (5) year automatic renewals. All provisions of this AGREEMENT are applicable to the original term thereof and shall apply with equal force to the extended term. Should SUBSCRIBER elect not to execute the option for renewal, a six (6) month written notice to COUNTY will be required.

1.1b Prompt access, upon execution of the AGREEMENT, for the quantity of radios described in Exhibit A, "Initial and Growth Loading onto COUNTY's Public Safety Radio System". Exhibit A may be modified at any time upon mutual consent of the PARTIES.

2. ACCESS

2.1 The PARTIES agree that reliable, efficient operation of the Public Safety Radio System is a mutual objective. If high system usage should ever create a condition where public safety radios receive a system busy signal, public safety radios will preempt any other radio system users for the next available system access. To maintain a reliable system, COUNTY will manage and control access to the system.

2.2 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8), access to COUNTY's

Public Safety Radio System shall be limited to radio units assigned to designated staff, departments, and agents of SUBSCRIBER.

2.3 COUNTY may periodically monitor talk groups allocated to SUBSCRIBER for SUBSCRIBER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc.

3. USAGE FEES

3.1 Commencing January 1, 2015, and each year thereafter, on an annual basis, SUBSCRIBER shall submit to the COUNTY a usage fee (hereinafter referred to as "FEE") for the use of the COUNTY's Public Safety Radio System. FEE structure is identified herein, Exhibit B, "System Usage Fee Structure".

3.2 Subscriber agencies executing this Agreement after January 1, 2015 will pay retroactive FEES equal to the amount from January 1, 2015 to the date the Subscriber joins the County's Public Safety Radio System. No penalties will be applied. COUNTY reserves the right to exempt Subscriber Agency from retroactive FEES.

3.3 Commencing January 1, 2020, and each year thereafter, the FEE may be adjusted by COUNTY based on the percentage increase or decrease in the January Consumer Price Index (All Urban Consumers) for the Milwaukee area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the January index with the index of the preceding January.

4. CAPITAL IMPROVEMENT FUND

4.1 For the purpose of this AGREEMENT, the Capital Improvement Fund (hereinafter referred to as the "FUND"), is a segregated fund that is under the

control of the Public Safety Radio System Governance Board (hereinafter defined in section 8). The FUND shall be used for the purpose of the betterment or replacement of the Public Safety Radio System and not for the use or sole and direct benefit of the COUNTY, SUBSCRIBER or other entity using the Public Safety Radio System. Financial contribution to said FUND is outlined in Exhibit B, "Capital Improvement Fund Fee Structure". FUND allocation will be contingent on a five (5) year Capital Plan approved by the Governance Board.

4.2 The PARTIES mutually agree to share the expense for the enhancement of and eventual replacement of the Public Safety Radio System, to be initially deployed as described in Section 5.2, throughout the Term of this Agreement.

4.3 Commencing January 1, 2018, and each year thereafter, on an annual basis, PARTIES will submit payments to the public safety Capital Improvement Fund. PARTIES will continue making such payments annually until a unanimous decision of the Governing Board agrees otherwise. Each SUBSCRIBER agency executing this AGREEMENT after January 1, 2018 shall be financially responsible for retroactive Capital Improvement Fees as of January 1, 2018 at the rate outlined in Exhibit B.

4.4 The Governance Board, from time to time, may review and recommend modifications to the FUND fee structure for the purpose of system upgrades, enhancements and/or replacement of the Public Safety Radio System. Modification to the FUND fee structure shall be mutually agreed upon by the PARTIES and shall be in writing, designated as a written amendment to the AGREEMENT.

4.5 The Governance Board will allocate monies from the FUND in order to procure contracted services to identify system requirements for both PARTIES, and perform planning, design and analysis in preparation for the Project 25 system replacement. Such services herein described, Section 4.5, will begin no later than the first quarter of 2028. New system build will commence upon approval of the Governance Board and the appropriate and necessary approvals of each PARTY.

4.6 If Milwaukee County ceases to operate a Public Safety Radio System, the Capital Improvement Fund will be dissolved and The Governance Board will recommend the proportional disposition of the Fund balance, if applicable, and seek the appropriate and necessary approval of the SUBSCRIBER and COUNTY authorities prior to disbursement

5. EQUIPMENT

5.1 COUNTY shall own and maintain the fixed Public Safety Radio System infrastructure. c.g.,

trunking controller, trunking base stations, trunking antenna systems, and certain other common system elements.

5.2 It is agreed at the time of execution of this AGREEMENT that the Public Safety Radio System will be an 800MHz Project 25 trunked radio system will be deployed with nine (9) transmit/receive sites operating in a simulcast transmission mode. It may be later expanded or replaced as described throughout this Agreement.

5.3 Mobiles, portables, radio control stations, and certain other peripheral equipment used by SUBSCRIBER to access COUNTY's Public Safety Radio System (collectively referred to "SUBSCRIBER RADIOS" or "USER RADIOS") shall be paid for and owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase Subscriber Radios needed to satisfy SUBSCRIBER's communications requirements through COUNTY's cooperative purchasing vendor agreement "Contract for Service #1332". All SUBSCRIBER RADIO equipment or software so owned by SUBSCRIBER shall meet COUNTY's specifications (as defined by Exhibit D, "Project 25 Trunked Radio System Subscriber Radio Compliance Requirements" or the Exhibit's direct future replacement as provided by signed amendment to this Agreement) and shall become part of SUBSCRIBER's inventory.

5.4 Dispatch consoles used by SUBSCRIBER to access COUNTY's Public Safety Radio System shall be owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase wireline dispatch consoles needed to satisfy SUBSCRIBER's dispatch requirements through COUNTY's vendor agreement as approved by the vendor, however, all wireline dispatch consoles shall be of the model and provide the same electronic interface as those specified in "Contract for Service #1332". All dispatch equipment or software so owned by SUBSCRIBER shall become part of SUBSCRIBER's inventory. SUBSCRIBER shall be responsible for providing (including all costs to deploy and to operate and maintain) backhaul from the dispatch consoles to the Public Safety Radio System's shared core site at 2120 Davidson Road, Waukesha, WI. Backhaul requirements and specifications shall be provided by COUNTY vendor to SUBSCRIBER.

6. COUNTY'S RESPONSIBILITY

6.1 COUNTY agrees to purchase and install a Public Safety Radio System, to be initially deployed as described in Section 5.2 and to be expanded or replaced as described throughout this Agreement, for the use of COUNTY, SUBSCRIBER

and other contracted public safety and non-public safety agencies.

6.2 COUNTY is solely responsible for budget requests and appropriations, system contracts and for the standards of service relating to the deployment of the Public Safety Radio System.

6.3 COUNTY shall be responsible for FCC licensing for the Public Safety Radio System. COUNTY will solely hold the channel frequency licenses for county-wide public safety purposes.

6.4 COUNTY shall be responsible for maintaining operational quality and continuity of the initial deployment of Public Safety Radio System, as described in Section 5.2, according to the following provisions of its agreement "Contract for Service #1332": i) system availability (including normal operations as well as limited-failure modes of operation such as "fail-soft") of 99.999% and ii) talk-in and talk-out service area coverage reliability at a delivered audio quality (DAQ) level of 3.4 for a portable radio (with specifications that meet Exhibit D) on a swivel clip at belt level in 15 dB density buildings across the service area of the political boundary of Milwaukee County. COUNTY shall take reasonable and customary measures to ensure that quality diminishment and service interruptions are minimized. When system outages can be forecast or scheduled, COUNTY agrees to notify SUBSCRIBER 48 hours in advance. COUNTY agrees to permit SUBSCRIBER radios accessing the trunked radio system to utilize "fail-soft" capabilities of the network to maintain critical communications continuity with reduced talk-group capacity in the event of a trunked radio system outage.

6.5 COUNTY agrees that if more favorable terms are developed for use of COUNTY's Project Public Safety Radio System²⁵ trunked radio system that those terms will be made available to both PARTIES upon signed amendment to this AGREEMENT.

6.6 Milwaukee County shall maintain its current funding level, plus applicable increases as identified in Section 3.3 herein. In recognition that additional municipalities or additional user agencies sign an Agreement with the COUNTY for long term participation in the Public Safety Radio System, it is understood that the County shall first have the right to recoup the additional operating costs beyond the County's current financial obligation and those not being covered by the Subscribers to the system. The remaining monies above the annual operating costs shall be placed in the Capital Improvement Fund.

6.7 COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio

IDs, service levels, statistical usage analysis, etc. for SUBSCRIBER's subscriber radios used on the System.

6.8 COUNTY will provide a System Key to SUBSCRIBER should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement". For the duration that a System Key is held by SUBSCRIBER, it shall be recognized as the property of the COUNTY and use of it shall be entirely governed by Exhibit E.

7. SUBSCRIBER'S RESPONSIBILITY

7.1 The PARTIES agree that SUBSCRIBER will utilize COUNTY's Public Safety Radio System for purposes which are consistent with this AGREEMENT and in accordance with public safety purposes as defined by Title 47 of the Code of Federal Regulations (CFR) Part 90 Private Land Mobile Radio Services §90.20 Public Safety Pool or the appropriate section of CFR that pertain to the use of the frequencies and/or technologies of the Public Safety Radio System's direct future replacement.

7.2 SUBSCRIBER agrees to designate an official as a contact person for policy issues and a staff member as a contact person for technical matters. The contact information for that person is as follows:

Name: _____
Title: _____
Address: _____

Phone #: _____
Email: _____

7.3 SUBSCRIBER shall be responsible for acquiring, installing, maintaining, and operating its equipment according to the terms of this AGREEMENT and consistent with applicable FCC rules. SUBSCRIBER shall likewise be responsible for all costs associated with programming, installing, templating, and otherwise preparing such subscriber radios for service.

7.4 SUBSCRIBER agrees to train its users on proper and appropriate use of the Public Safety Radio System using training content consistent with that provided by COUNTY to its users. SUBSCRIBER may request from COUNTY's vendors (at no cost to COUNTY) recommendations and source material for inclusion in the user training administered by SUBSCRIBER staff.

7.5 The PARTIES agree that if in-building portable radio coverage is required to serve SUBSCRIBER's needs beyond those defined in paragraph 5.2 above, the design, procurement,

installation, and maintenance of additional equipment or software to achieve those coverage levels shall be the sole responsibility of SUBSCRIBER and shall not compromise the operation of COUNTY's Public Safety Radio System.

7.6 Except for cases of Mutual Aid (which shall be defined by the Governance Board), SUBSCRIBER shall not permit any party other than those identified in Exhibit A to access COUNTY's Public Safety Radio System without the prior written consent of the COUNTY.

7.7 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8) records of SUBSCRIBER's radios eligible for participation on COUNTY's Radio System shall be maintained by SUBSCRIBER staff in accordance with SUBSCRIBER's formal equipment inventory procedure with a copy furnished to COUNTY. The PARTIES agree to collaborate to ensure the accuracy of the inventory. Annually, on the day SUBSCRIBER's inventory is due, SUBSCRIBER shall notify COUNTY of the number of radios in use. Each Subscriber Radio recorded in the inventory shall be counted as one access unit and shall count towards the total number of permitted units identified in Exhibit A.

7.8 SUBSCRIBER agrees to operate its equipment in accordance with the operational and technical standards and procedures of the Milwaukee County Public Safety Radio System Governance Board.

7.9 Should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement", SUBSCRIBER shall receive and use any and all System Keys according to the terms of Exhibit E.

7.10 COUNTY shall enforce all provisions in Section 7 to COUNTY departments and divisions using the Public Safety Radio System.

8. GOVERNANCE BOARD

The Governance Board creates and publishes administrative plans and procedures regarding the usage, membership, operations, maintenance, and upgrade of the Public Safety Radio System. Additionally, the Governance Board shall provide guidance on such matters as: long range system planning and improvements, problem solving and dispute resolution, system expansion, process for joint purchasing of new system, network quality and performance, and other such matters that may arise from time to time.

9. LIMITATIONS

9.1 Nothing in this AGREEMENT shall prevent SUBSCRIBER from applying for or securing licenses on other FCC licensed radio channels to supplement the Public Safety Radio System's communications as may be determined to be essential to SUBSCRIBER's operations provided that operation of these supplementary systems does not compromise proper operation of COUNTY's Public Safety Radio System.

9.2 If it is determined that Public Safety Radio System upgrades are essential to further SUBSCRIBER's objectives, SUBSCRIBER may elect to invest funds to facilitate these system upgrades. System upgrades funded by SUBSCRIBER will require the approval of the Governance Board.

9.3 No party to this AGREEMENT may assign its interest in this AGREEMENT to any other party or individual.

10. TERMINATION

10.1 Either party's right to terminate this AGREEMENT shall be only for-cause if either party fails to fulfill its obligations under the terms of the AGREEMENT. Either shall give written notice of intent to terminate the AGREEMENT for-cause at least 180 days prior to the effective date of termination during which the alleged breach may be cured.

10.2 Notwithstanding the above, COUNTY may immediately terminate SUBSCRIBER's ability to access the Public Safety Radio System should SUBSCRIBER fail to meet the obligations of Sections 3.1, 4.3, 5.3, 7.1, 7.3, 7.7, and 7.9 of this AGREEMENT. Should SUBSCRIBER's access be terminated, it shall be solely responsible for: i) any and all costs associated with reconfiguring, replacing, or reprogramming its subscriber radio and/or dispatch console equipment to operate on another radio system, ii) the costs associated with damages to the radio system caused by SUBSCRIBER's direct action resulting in its immediate termination

10.3 In the event of termination for cause of either PARTY, breaching PARTY agrees to pay all use FEES as well as Capital Improvement Fund fees for those periods prior to its termination. Fees paid to the FUND, up to the point of termination, are non-refundable and will remain deposited into the Capital Improvement Fund.

11. LIABILITY

Subject to the provisions of Wisconsin statutory and case law, SUBSCRIBER and COUNTY hereby indemnify and shall defend and hold the other harmless for actions by each party's respective

employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this AGREEMENT. Each party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

12. IMMUNITY

All Parties to this Agreement are governmental entities entitled to immunities, including those in Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to the immunities, limitations and defenses under Section 893.8, Wisconsin common law or other statutes.

13. DISPUTES

Both PARTIES shall attempt to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.

14. CHANGES

Changes to this AGREEMENT will be mutually agreed upon by and between the COUNTY and the SUBSCRIBER and shall be in writing and designated as written amendments to the AGREEMENT.

15. NOTICES

Notices to COUNTY provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: Milwaukee County, Department of Administrative Services, Information Management Services Division, 2711 West Wells St, Milwaukee, Wisconsin, 53208, Attn: IMSD Manager. Notices to SUBSCRIBER shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Name: _____
Title: _____
Address: _____

Phone #: _____
Email: _____

Signature Page to Follow:

FOR MILWAUKEE COUNTY:

FOR THE _____ OF _____ :

Chris Abele, County Executive Date
Milwaukee County

Date

Approved as to appropriate use of a
Professional service contract, form and
Independent contractor status by
Corporation Counsel:

Principal Assistant Corporation Counsel Date

Approved by Milwaukee County Comptroller

Scott Manske, Comptroller Date
Milwaukee County

EXHIBIT A

INITIAL AND GROWTH LOADING
Milwaukee County Public Safety Radio System
____ of ____ Participation

Below please list any/all quantities of subscriber radios, by Agency, for initial and growth (future) loading:

Agency	Item Description	Initial Loading	Growth Loading
City of ____ Police	Total Subscriber Radios:		
City of ____ Fire	Total Subscriber Radios:		
City of ____ DPW	Total Subscriber Radios:		

Below please list any/all quantities of dispatch consoles to be connected

EXHIBIT B

**SYSTEM USAGE FEE AND CAPITAL IMPROVEMENT FUND FEE STRUCTURE
Milwaukee County Public Safety Radio System
_____ of _____ Participation**

_____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Additionally, _____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. Fee will be maintained in a segregated fund for the use of system enhancement and replacement. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Usage and Capital-Improvement Fund Fee Structure is as follows:

Year	Usage Fee Per Radio Per Month	Capital Improvement Fund Fee Per Radio Per Month	Total Fee Per Radio Per Month
2014	\$0	\$0	\$0
2015	\$2	\$0	\$2
2016	\$5	\$0	\$5
2017	\$9	\$0	\$9
2018	\$12	\$2	\$14
2019	\$14	\$3	\$17
2020	\$14*	\$4	\$18*
2021		\$5	\$19*
2022 and beyond		\$5 **	\$19***

* - FEE may be adjusted by COUNTY for an applicable increase as identified in Section 3.3 herein

** - Unless mutually agreed to in writing by both PARTIES to increase fee for just cause. Just cause would be considered a system enhancement, upgrade or system replacement as approved by the Governing Board.

Payments shall be made annually, commencing January 1, 2015. Payments shall be made via check written to "Milwaukee County Treasurer" and submitted to:

Milwaukee County IMSD
C/o Radio Administrator
2711 West Wells Street
Milwaukee, WI 53208

EXHIBIT C

RESERVED

EXHIBIT D

PROJECT 25 TRUNKED RADIO SYSTEM SUBSCRIBER RADIO COMPLIANCE REQUIREMENTS
Milwaukee County Public Safety Radio System
____ of ____ Participation

EXHIBIT E

**Public Safety Radio System
SYSTEM KEY AGREEMENT
Milwaukee County Public Safety Radio System
_____ of _____ Participation**

City of Oak Creek Common Council Report

Meeting Date: 10/7/2014

Item No.: 6

Recommendation: That the Common Council accept the 2015 Budget Guidelines as recommended from the Finance Committee.


Background: For the past few years the Finance Committee has taken the time to discuss objectives and goals that should be met and considered throughout the City of Oak Creek budget process. Attached you will find the 2015 Budget Guidelines as recommended by the Finance Committee. During this year's discussion, the Committee added item numbers 6, 7, and 8. The focus was on maintaining healthy fund balances in the general fund, health insurance fund, and WE Energies mitigation fund while controlling expenditures.

Fiscal Impact: These budget priorities will strengthen the City's policies on financial management further strengthening our bond rating and future financial outlook, which is a significant benefit to the citizens of Oak Creek.

Prepared by & Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

2015 BUDGET GUIDELINES

As Recommended by the Finance Committee

The goal of the 2015 City of Oak Creek Budget is to provide quality municipal services to citizens in the most appropriate and fiscally responsible manner. City staff and elected officials will actively seek out the participation and feedback of residents in the budget process and to make certain that we are making the appropriate fiscal choices, guided by a review process that measures the efficiency and relevance of the services provided by the City.

Priorities of the 2015 Budget include:

1. Modernization of our administrative staffing practices and technologies;
2. Provide for the public safety;
3. Continued maintenance and where possible upgrades to roadways, bike paths, and walking paths to improve public access;
4. Seek efficiencies and opportunities for shared and coordinated services across departments and with other communities;
5. Review service levels and delivery methods to assure the City is providing the highest quality services affordable under the funding parameters allowed under State law, and aligning resources with priorities.
6. Stabilize health care costs and eliminate the OPEB liability over time while minimizing exposure to health care risk.
7. Limit Police and Fire costs funded by the mitigation money to \$625,000 each.
8. Maintain the department budgets at 2014 levels.

We will also actively seek out development and revenue growth opportunities, with the highest standards in place, to assure the quality of life in the City of Oak Creek

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 7

Recommendation: That the Common Council adopt Resolution No. 11540-100714, establishing GASB Statement #54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

Background: On December 7, 2010, the Common Council adopted a resolution implementing the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement established a constraint-based approach in reporting fund balances and revised governmental fund type definitions. GASB 54 applies to fund balance presentations as displayed on the governmental fund balance sheet and was effective for fiscal 2011 annual financial reports.

Resolution No. 11540-100714 identifies ten Special Revenue Funds that are considered *Restricted* and two that are considered *Committed*. What this means is that all the revenues received in these funds will be restricted or committed specifically to the functions indicated by the Funds, for example, all revenues received into the Solid Waste Fund will be committed to funding garbage removal and recycling activities *exclusively*.

Staff is requesting that a new special revenue fund is created for Consolidated Dispatch Services and that the revenues and expenditures are *Committed* per GASB 54. The dedicated funding sources for this fund will consist of contract payments for services and City of Oak Creek tax levy.

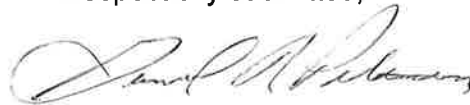
Fiscal Impact: This action will remove existing dispatch operations out of the general fund and into the Consolidated Dispatch Services special revenue fund. Having a designated fund for all dispatch related revenues and expenditures will ensure more accurate tracking and reporting for the current contract with St. Francis and any future contracts.

Prepared by/Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION 11540-100714

RESOLUTION ESTABLISHING GASB STATEMENT #54, *FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS.*

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 – *Fund Balance Reporting and Governmental Fund Type Definitions*, which changes terminology used for fund balance reporting on balance sheets of Governmental Funds; and

WHEREAS GASB Statement #54 requires governmental entities to identify special revenue funds, to establish an order of spend down of fund balance, and to designate an official to assign portions of fund balance for specific uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council that the City of Oak Creek hereby adopts the provisions of GASB Statement #54 specifically relating to the following:

Special Revenue Funds – Restricted

The service fees, taxes, intergovernmental revenues, special charges, grants, donations, and other resources of the Special Revenue Funds be restricted for the salary, fringes, equipment, projects, travel, training, support charges and other operational expenses of the funds.

The City of Oak Creek has 10 restricted special revenue funds, specifically:

- | | |
|-----------------------------|------------------------------|
| 1. Donation & Activity Fund | 6. Economic Development Fund |
| 2. WE Energies Fund | 7. Future Improvement Fund |
| 3. Low Income Loan Fund | 8. Impact Fee Escrow Fund |
| 4. Park Escrow Fund | 9. Asset Forfeiture Fund |
| 5. Special Assessment Fund | 10. Storm Water Fund |

Special Revenue Funds – Committed

The franchise fees, taxes, service fees, intergovernmental revenues, special charges, grants, donations, and other resources of the Special Revenue Funds be committed for the salary, fringes, equipment, projects, travel, training, support charges and other operational expenses of the funds.

The City of Oak Creek has 3 committed special revenue funds, specifically:

1. Solid Waste Fund
2. Emergency Medical Services Fund
3. Consolidated Dispatch Services Fund

Flow of Funds

The policy of the City guiding the order of fund balance spend-down shall be as follows: 1) restricted, 2) committed, 3) assigned, and 4) unassigned. This order will be used for purposes

of reporting fund balance.

Assignment of Fund Balance

The category of "assigned" fund balance is used to report fund balance constrained by the City's intent to use fund balance for a specific purpose. The City Administrator and the Finance Director/Comptroller are authorized to indicate the City's intent to assign fund balance to a specific purpose for financial reporting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of October, 2014.

Approved this _____ day of _____, 2014.

President, Common Council

Passed and adopted this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item #: 8

Recommendation: Staff seeks a recommendation from the Common Council to approve the updated Investment Policy.

Background: The Finance Committee reviewed and Common Council approved the updated Investment Policy on July 21, 2014. Upon the Common Council approval we sent the new policy out to our various investment contacts and received information that we had outdated language. Some of the Federal U.S. agencies are now called "instrumentalities".

Attached you will find the updated policy and in red are the three sections where we needed to add language regarding "instrumentalities." In addition to that, it was recommended that we delete section VIII, B due to redundancy.

In the future, we will be sure to send out the draft policy to our investment contacts for review prior to recommending it to the committee.

Fiscal Impact: This policy sets guidelines for ensuring City funds are invested safely while generating a prudent return.

Prepared by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

**City of Oak Creek
Statement of Investment Policy**

Approved per Common Council action, July 21, 2014

I. Introduction

The timely deposit and investment of public monies is an important and integral part of any cash management program.

It is the policy of the City of Oak Creek to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the City of Oak Creek and comply with State of Wisconsin statutes governing investment of public funds and related subjects.

This statement of policy is intended for the use and guidance of the designated City official or officials with investment authority and any investment advisers or broker/dealers to whom City officials have delegated investment authority as defined in Section 66.0603(2) of the Wisconsin State Statutes.

This Investment Policy shall be reviewed annually by the City Treasurer, the Finance Director/Comptroller, and the Finance Committee. The Finance Committee shall approve any recommended changes, and the necessary resolution to modify the existing policy shall be presented to the City of Oak Creek Common Council for its action.

II. Prudence:

The standard of prudence to be used by City officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. The “prudent person” standard states that, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

III. Statement of Purpose

The purpose of this Investment Policy is to establish guidelines for investments that are broad enough to allow the investment officer to function properly within the parameters of responsibility and authority. It is also intended to be specific enough to establish a prudent set of basic procedures to assure that investment assets are adequately safeguarded.

This Investment Policy applies to all financial assets of the City of Oak Creek and includes the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds and any new fund established by the City of Oak Creek.

IV. Goals and Objectives

The primary objectives of the City of Oak Creek's investment activities shall be the following in order of importance:

1. **Safety:** Investments shall be undertaken in a manner that seeks to preserve capital. To achieve this objective, this policy outlines allowable investments and maximum investment amounts by issuer and financial institution.
2. **Liquidity:** Funds shall be invested to provide sufficient liquidity to meet all reasonably anticipated disbursement requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).
3. **Return:** The portfolio shall be designed to obtain a rate of return throughout the budgetary and economic cycles, taking into account risk restraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Funds shall be invested to maximize return consistent with the objectives in Items 1 and 2 and other limitations described in this policy.
4. **Diversification:** The investments will be diversified by security type and institution in order to minimize the potential for losses on individual securities as to not exceed income generated from the remainder of the portfolio.

Total holdings of any one issuer may not exceed 10% of the market value of the portfolio at the time of purchase, with the exception of U. S. Government issues and issues of U.S. Government agencies and instrumentalities fully guaranteed as to both principal and interest by the U. S. Government.

V. Delegation of Authority

As defined in Section 66.0603(2) of the Wisconsin State Statutes, the City may delegate the investment authority over any of its funds not immediately needed to a state or national bank, or bank, or trust company which is authorized to transact business in this state, and which public depository has been authorized by the Common Council of the City of Oak Creek if all of the following conditions are met:

- A. The institution is authorized to exercise trust powers under s.221.0316 or ch.223.
- B. The City of Oak Creek Common Council, upon recommendation by the Finance Committee in the first quarter, renews annually the investment agreement under

which it delegates its investment authority, and reviews annually the performance of the institution with which its funds are invested.

- C. The Finance Director/Comptroller and City Treasurer shall authorize jointly the purchase of permitted investments, transfer funds between accounts established for investment purposes, and the City Clerk shall sign the electronic transfer. However, the City Clerk shall have approval authority for either the City Treasurer or Finance Director/Comptroller should one of them be out of the office for an extended period of time and the decision is important to meet policy objectives. Such transactions will be signed by the Deputy Clerk and communicated to the absent party via email.

VI. Depository Collateralization Requirements

Funds placed in any one depository institution that exceeds the amount of deposit insurance provided by an agency of the United States including demand deposits, time deposits, and certificates of deposit must be 100% collateralized as to principal and accrued interest with securities that are obligations of the U.S. Government or its agencies that are fully guaranteed by the U.S. Government. Securities held as collateral shall be delivered for safekeeping to a custodial bank selected by the City of Oak Creek. Securities held as collateral at the custodial bank will be marked to market at least monthly, with a monthly statement sent to the City Treasurer detailing all holdings.

When investing in repurchase agreements, the City shall require that collateral be pledged by the depository in an amount equal to or greater than the amount of the repurchase agreement the City has with such depository. The collateral shall be direct obligations of the United State or of its agencies, if the payment of principal and interest is guaranteed by the federal government, or a commission, board or other instrumentality of the federal government.

VII. Permitted Investments

All investments will be made in accordance with Section 66.0603 of the Wisconsin State Statutes governing the investment of public funds and as further restricted by this Investment Policy Statement. Permitted investments are:

- A. Time deposits in any credit union, bank, savings bank, trust company or savings and loan association which is authorized to transact business in the State of Wisconsin if the time deposits mature in not more than three (3) years.
- B. Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government.
- C. Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the State of Wisconsin.

- D. Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on parity with, a security of the same issuer which has such a rating.
- E. Securities of an open-ended management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:
 - a. Bonds and securities issued by the federal government, or a commission, board or other instrumentality of the federal government.
 - b. Bonds that are guaranteed as to the principal and interest by the federal government or a commission, board or other instrumentality of the federal government.
 - c. Repurchase agreements that are fully collateralized by bonds or securities under E a and b above.
- F. The State of Wisconsin Local Government Investment Pool (LGIP).

VIII. Maturities

- ~~A.~~ Maturities of individual securities must be in compliance with Section 66.0603 of Wisconsin State Statutes. Per this section, time deposits may not exceed three (3) years, and debt that is not guaranteed as to principal and interest by the federal government or its Agencies and instrumentalities, or a Wisconsin municipality must have a maturity not more than seven (7) years. ~~Maturities may be further restricted by guidelines set forth below.~~
- ~~B.~~ ~~No individual issue shall exceed 7 year(s) in maturity from the date of purchase.~~

IX. Safekeeping and Custody

- A. Only financial institutions approved by Common Council resolution shall be considered as public depositories.
- B. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:
 1. Financial statements for most recent three year period (audited preferred).
 2. Proof of state registration.

3. Proof of Financial Industry Regulatory Authority (FINRA) Registration.
4. Certification of having received and agreed to the City's Investment Policy.

All such financial institutions shall have the appropriate documentation reviewed by the City Treasurer, the Finance Director/Comptroller, and the Finance Committee prior to recommendation to the Common Council.

- C. All trades where applicable will be executed by delivery versus payment (DVP). Securities will be held by a third party custodian, evidenced by safekeeping receipts, in a manner consistent with a Category Two ranking as prescribed in GASB 40.
- D. The City Treasurer and Finance Director/Comptroller shall be responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse; the City Treasurer and Finance Director/Comptroller shall maintain written policies and procedures related to internal controls, reporting and standards of care.
- E. The Finance Director/Comptroller shall establish an annual process of independent review by an external auditor.
- F. The Finance Director/Comptroller and City Treasurer will determine the appropriate market benchmarks in order to measure and manage the portfolio. By establishing a benchmark the City is creating the structure and discipline to implement an investment strategy that is designed to control risk and meet objectives.
 1. While selecting an appropriate benchmark, consideration will be given to liquidity needs and the possibility of segmenting the portfolio into two parts: a liquidity segment and a longer-term segment that can be managed to the benchmark.
 2. While selecting the appropriate benchmark the Finance Director/Comptroller and City Treasurer will evaluate the return goals and risk tolerance.

X. Investment Advisor/Broker/Dealer

Should the City deem it appropriate to retain an investment advisor/broker/dealer, the following procedures will be followed with respect to the relationship.

1. Selection Process – The investment advisor/broker/dealer will be selected by a competitive process whereby proposals will be solicited from a group of qualified advisors/brokers/dealers. Finance Director/Comptroller and City Treasurer will review the cost, service, and credentials of the advisors/brokers/dealers and give a recommendation to the Finance Committee for approval by the Common Council.
2. Investment Procedures – Once an investment advisor/broker/dealer is selected the City will at all times be responsible for establishing the investment objectives to be

accomplished. The investment advisor/broker/dealer will be responsible for providing advice and developing and implementing strategies for carrying out such objectives.

The investment advisor/broker/dealer will have no authority to take possession of City funds or investment securities, nor to execute investment transactions on behalf of the City, except where investment authority may be delegated (e.g., “discretionary” authority) as per Wisconsin Statutes 66.0603(2). For those investments under management in a “non-discretionary” account, all investment transactions shall be approved by the City Treasurer and the Finance Director/Comptroller. However, the City Clerk shall have approval authority for either the City Treasurer or the Finance Director/Comptroller should one of them be out of the office for an extended period of time and the decision is important to meet policy objectives. Such transactions will then be communicated to the absent party via email.

3. Periodic Reporting – Annually the investment advisor/broker/dealer shall provide a report and presentation to the Finance Committee reviewing the investment portfolio performance.
4. Portfolio Maturities – Strategies recommended by the investment advisor/broker/dealer will stay within the seven year maximum maturity. Investments may involve purchase of U.S. Government securities or other eligible securities with stated maturities longer than 7 years, which conflicts with this policy. Specific examples include U.S. Government agencies that have call features and depending on the market environment these agencies have a high likelihood of being called before maturity. For these securities the City Treasurer and Finance Director/Comptroller will be allowed to enter into that investment if the strategy is for the agency to be called. And the intent will be that nothing will be held past the seven years allowed maturity.
5. Compensation and Term of Agreement – Fees shall be established in advance and in a written agreement that allows the City the ability to end the contract at their discretion. The City of Oak Creek may eliminate an investment advisor/broker/dealer any time the City of Oak Creek deems it is in the best interest of City funds, prudent reasons or selection of future options. This may also be based on an interview of prospective recommendations.

XI. Reporting

All investment advisers and custodians retained by the City will provide detailed monthly statements to the City Treasurer. Such reports will contain at a minimum a description of each security including units held, cost, market value, book value, unrealized gain or loss of securities and current yield as well as a detailed list, by date, of all transactions executed during the period for inclusion in a quarterly investment report to the Finance Committee.

XII. Procedures

Withdrawal or disbursement from approved public depositories shall be only by checks and order, as provided in Section 66.0607 of the Wisconsin State Statutes, and a system shall be provided to properly accommodate investment of such funds by wire. All checks and order shall be signed by the City Clerk and the City Treasurer, and countersigned by the Mayor; all electronic transfers shall be completed by the Finance Director/Comptroller or the City Treasurer and shall be signed by the City Clerk.

XIII. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Director/Comptroller and City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City of Oak Creek's portfolio.

City of Oak Creek Common Council Report

Meeting Date: 10/7/14

Item No.: 9

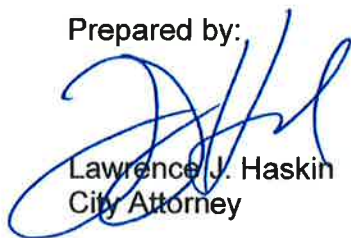
Recommendation: That the Common Council consider Resolution No. 11545-100714, a Resolution approving the Redemption of Hartford Annuity Contract Number 712330120.

Background: As part of the industrial development at the northwest corner of Howell and Oakwood, Opus, the developer, was required to contribute to future road improvements by the State of Wisconsin at the intersection of Highway 100 and South 13th Street in the amount of \$200,000. In order to secure payment of these future road improvements, Opus purchased an annuity with the Hartford Life Insurance Company with an initial payment of \$134,389.85 in the City's name. The state is in the process of completing the improvements at that intersection.

The current value of the annuity is \$205,155.87, which is sufficient to cover the future road improvement costs. Adoption of the Resolution will authorize the Mayor to sign a Lump Sum Payment Form in behalf of the City. Hartford will then make the payment for the contract balance to the City. The City will then hold the money in reserve until the State bills for this cost, which is expected to be in the near future.


Fiscal Impact: As stated above.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,




Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Reviewed by:



Michael Simmons
City Engineer

RESOLUTION NO. 11545-100714

RESOLUTION APPROVING THE REDEMPTION OF HARTFORD ANNUITY
CONTRACT NUMBER 712330120
(Opus Development
(5th Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that redemption of Hartford Annuity Contract No. 712330120 be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Lump Sum Payment Form in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of October, 2014.

Passed and adopted this 7th day of October, 2014.

President, Common Council

Approved this 7th day of October, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 10

Recommendation: That the Common Council approve Resolution No. 11543-100714 approving a capital improvements budget for the Lake Vista Redevelopment as follows:

1. North Bluff Stabilization and access, \$1.3 million
2. Road Extensions to provide public access, \$7.0 million
3. Community Park and Playground, \$2.5 million
4. Terrace and Access to Lake, \$3.0 million
5. Contingency, \$800,000

Background: City staff and our consultants have been working to advance City Lake Vista ownership interests as well as to move towards implementation of the Lakefront Redevelopment Action Plan adopted by the Common Council on October 11, 2011. Since that time, grants to assist with various projects have been sought and awarded. Studies to consider the stability of the shoreline have been completed. A comprehensive stormwater management master plan for the area was completed, and \$10.0 million in bonds were issued to pay costs for completing elements of the Redevelopment Action Plan. A summary of City sources of funds for project implementation can be seen in the attached Resolution.

Recently, several meetings were convened in an effort to advance project key elements, design, and construction activities at Lake Vista for 2015 and beyond. Attending these meetings were Mayor Scaffidi, Council President Gehl, Lake Vista Alderman Toman, a number of city staff, JJR representatives and representatives from Environ.

Based upon the review of project history and lively discussion, the group makes the following recommendation to the Common Council for consideration. Allocate funding and authorize necessary design assistance for the following Lake Vista Implementation Projects:

1. North Bluff Stabilization and Access, \$1.3 million

2. Road Extensions to Provide Public Access, \$7.0 million
3. Community Park Playground and Amenities, \$2.5 million
4. Lakeside Terrace and Access, \$3.0 million
5. Contingency, \$800,000

A brief presentation on the key components of each project will be provided at the meeting rather than be made a part of this report.

It is intended each project which needs professional design assistance will be brought to the Council for review and approval as will all project proposals and bids.

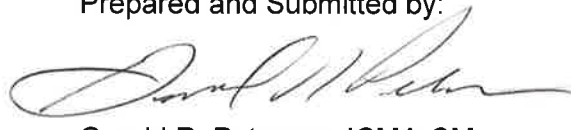
Fiscal Impact:

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11543-100714

RESOLUTION APPROVING A CAPITAL IMPROVEMENTS BUDGET FOR THE
LAKE VISTA REDEVELOPMENT PROJECT.

(Lake Vista Redevelopment Area)
(4th Aldermanic District)

WHEREAS, since 2008 the City of Oak Creek has undertaken a review and analysis of the redevelopment opportunities for approximately 250 acres along the Lake Michigan lakeshore bounded on the north by the Milwaukee Metropolitan Sewerage District (“MMSD”) Water Reclamation Facility, on the west by 5th Avenue, on the south by Ryan Road, and on the east by Lake Michigan, now known as Lake Vista; and,

WHEREAS, the City has worked in cooperation with the property owners to wit: E. I. DuPont de Nemours, EPEC Polymers, Connell Limited Partnership, Fifth Property, LLC, and Oak Creek Storage and Handling as well as with the Department of Natural Resources (“DNR”), United States Environmental Protection Agency (“EPA”), MMSD, and other governmental agencies in an effort to remediate and redevelop Lake Vista; and,

WHEREAS, Lake Vista included a number of properties that were in operation at a time when there was little, if any, governmental, environmental regulatory control and most of the properties have been negatively impacted from an environmental perspective; and,

WHEREAS, in September, 2009, Urban Land Institute (“ULI”) conducted a three-day study involving a panel of experts from around the country with experience in real estate development, brownfield redevelopment, transit oriented development, and other development issues to evaluate redevelopment opportunities for Lake Vista; and,

WHEREAS, ULI issued an Advisory Services Panel Report as a result of the three-day study which made recommendations regarding planning and development and implementation for reinventing Lake Vista; and,

WHEREAS, the City retained JJR to assist in the implementation of the ULI Advisory Services Panel Report and JJR issued its Lakefront Redevelopment Action Plan dated October 11, 2011 (the “Action Plan”) which included a depiction of the Lakefront Redevelopment Area attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the Action Plan has been approved by the Common Council; and,

WHEREAS, the Action Plan was preceded by community input including multiple stakeholder interviews, meetings with the Oak Creek Lakefront Advisory Group, a community open house on March 3, 2011, and community meetings on May 5 and July 7, 2011; and,

WHEREAS, a Bluff Stability Report and a Comprehensive Stormwater Management Plan for Lake Vista have been completed; and

WHEREAS, JJR prepared a report that estimated the costs of construction of the land features; and,

WHEREAS, the Common Council budgeted \$1 million in 2012 and \$1 million in 2013 (the “Budget”) for capital projects related to the Action Plan; and,

WHEREAS, the Common Council has issued \$10 million in general obligation bonds to finance capital projects related to the Redevelopment Plan (the “Bonds”). The debt service on which is to be financed with public utility aid revenue from the Elm Road Generating Station; and,

WHEREAS, the City has received or expects to receive the following grants (collectively the “Grants”) for the Lake Vista project:

STP Grant	\$ 2,781,000
Ready for Reuse Grant	\$ 375,000
Urban Non-Point-Source Grant	\$ 150,000
Coastal Zone Management Grant	\$ 50,000
Stewardship Grant	\$ 45,000
MMSD Green Infrastructure Grant	\$ 100,000
EPA Green Infrastructure Grant	<u>\$ 250,000</u>
Total	\$ 3,751,000

WHEREAS, the combined total of the funds budgeted in 2011 and 2012, the general obligation bonds and the Grants is \$15,795,000.00.

WHEREAS, the following expenditures have been incurred to date or are committed to be paid from the Budget, the Bonds and the Grant:

- \$ 620,000—Purchase of former Peter Cooper Property
- \$ 225,000—Infrastructure preparation work—DuPont
- \$ 76,770—Bluff stabilization study
- \$ 36,000—Storm water study
- \$ 6,800—Blight study—Vandewalle
- \$ 7,600—Appraisals—Peter Cooper

\$ 60,000—ULI
 \$ 54,000—Design Work—Grant Administration—Consulting Services—JJR
 \$ 11,700—Miscellaneous
 \$ 7,800—Phase I—DuPont/EPEC
 \$ 87,000—Environmental Insurance—DuPont and EPEC
 \$ 4,500—Survey—DuPont and EPEC
 \$1,197,170—Total

WHEREAS, the staff has conducted multiple meetings to review the JJR budget, the Action Plan, the Bluff Stability Report and the Stormwater Management Plan; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that based upon recommendations of the staff and of JJR that it approves a Capital Improvements Budget in the estimated amount as itemized herein:

North bluff stabilization and access on the former Oak Creek Storage and Handling property (depicted on Exhibit A):	\$ 1,300,000
Road extensions to provide public access (depicted on Exhibit B):	\$ 7,000,000
Community park and playground (depicted on Exhibit C):	\$ 2,500,000
Terrace and access to lakefront (depicted on Exhibit D):	\$ 3,000,000
Contingency:	<u>\$ 800,000</u>
Total	\$14,600,000

BE IT FURTHER RESOLVED that the staff is authorized to proceed to design the specific projects and prepare necessary bid documents in order to construct these improvements.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this ___ day of October, 2014.

Passed and adopted this _____ day of October, 2014.

President, Common Council

Approved this ____ day of October, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 11

Recommendation: That the Common Council approves payment of the obligations as listed on the October 1, 2014 Vendor Summary Report.

Background: Of note are the following payments:

1. \$70,832.92 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$5,056.90 to Bauer Built Tire – Waukesha (pg #3) for Street Department tires.
3. \$32,374.38 to Alfred Benesch & Co. (pg #3) for bridge design services project 12017, 12018, and 12019.
4. \$60,203.46 to Benistar/UA (pg #3) for October retiree Medicare supplement.
5. \$1,345,522.00 to Corporate Contractors Inc. (pg #6) for 2nd contract payment city hall/library/fire station.
6. \$5,240.00 to D & M Distributors, Inc. (pg #7) for police squad light bars.
7. \$9,374.23 to Fidelity National Title LLC (pg #9) for legal fees/title work/taxes from Woodman's closing.
8. \$25,111.50 to Godfrey & Kahn S.C. (pg #12) for July legal services regarding Drexel Town Square, Lakeview, and Oakview projects.
9. \$34,850.00 to John's Disposal Service, Inc. (pg #15) for September disposal service.
10. \$57,569.04 to Motorola (pg #20) for police digital portable radios.
11. \$8,287.50 to Multimedia Communications & Engineering (pg #20) for engineering design services of a city fiber optic wide area network.
12. \$9,752.30 to National Insurance Company (pgs #20-21) for disability insurance.
13. \$24,751.31 to Neenah Foundry Company (pg #21) for sidewalk plates with city logo.
14. \$77,008.49 to Compass Minerals Company (pg #21) for early fill salt
15. \$7,200.00 to PieperPower (pg #23) for street lighting repair at Stuart Drive & Lauree Lane.
16. \$5,000.00 to Reserve Account (pg #26) for postage refill.
17. \$9,696.70 to Cory C. Savage (pg #27) for Oak Creek marketing and website.
18. \$33,050.00 to Seiler Instrument & Mfg. Co (pg #27) for replacement GPS survey equipment.
19. \$11,273.31 to The Sherwin-Williams Co. (pg #28) for road paint and glass beads.
20. \$13,176.00 to R.A. Smith National (pg #28) for July/August floodplain remodeling services.
21. \$56,067.26 to WE Energies (pgs #33-34) for street lighting and gas/electric utilities.
22. \$26,651.09 to World Fuel Services, Inc. (pg #35) for fuel inventory.

Fiscal Impact: Total claims paid of \$2,098,388.49

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: October 7, 2014

Item No.: 12

Recommendation: That the Council adopt Resolution No. 11542-100714, authorizing the execution of agreements with Milwaukee County relative to the City's continued participation in the Community Development Block Grant Program for the program years 2015, 2016 and 2017.

Background: Milwaukee County administers the Community Development Block Grant Program (CDBG) for the municipalities (excluding Milwaukee and West Allis) within the County on behalf of the US Department of Housing and Urban Development (HUD). As part of their administration of the program, the County enters into cooperation agreements with each of the municipalities it serves. This 3-year agreement is for the program years 2015, 2016 and 2017.

The allocation formula has been modified to be more reflective of the level of poverty in the service area rather than total population (as had been utilized in the past). The 2015 allocation is shown in the following table.

Municipality	% Below Poverty, 2000 Census	Population Estimate 2013, Wisconsin DOA	Estimate of Population Below Poverty	% of Urban County Jurisdictions Population Below Poverty	2015 Formula Allocation
Bayside	2.90%	4,290	124.41	1.19%	\$ 6,620.36
Brown Deer	3.60%	12,086	435.10	4.15%	\$ 23,153.20
Cudahy	8.20%	18,227	1,494.61	14.26%	\$ 79,534.41
Fox Point	2.80%	6,630	185.64	1.77%	\$ 9,878.65
Franklin	2.70%	35,810	966.87	9.22%	\$ 51,451.03
Glendale	4.00%	12,845	513.80	4.90%	\$ 27,341.36
Greendale	3.90%	14,165	552.44	5.27%	\$ 29,397.28
Greenfield	4.70%	36,770	1,728.19	16.48%	\$ 91,963.92
Hales Corners	2.00%	7,691	153.82	1.47%	\$ 8,185.38
Oak Creek	3.10%	34,695	1,075.55	10.26%	\$ 57,234.06
River Hills		1,587	-	0.00%	\$ -
Shorewood	6.70%	13,189	883.66	8.43%	\$ 47,023.25
South Milwaukee	6.00%	21,127	1,267.62	12.09%	\$ 67,455.15
St. Francis	6.50%	9,462	615.03	5.87%	\$ 32,728.21
West Milwaukee	11.60%	4,205	487.78	4.65%	\$ 25,956.73
Whitefish Bay		14,126	-	0.00%	\$ -
Totals			10,484.51	100.00%	\$ 557,923.00

For the 2015 program year the City has sent letters in support of the following programs and organizations that have traditionally been funded using Oak Creek's allocation of CDBG funding:

- Salvation Army
- Interfaith
- Wisconsin Women's Business Initiative Corporation (WWBIC)

The City also sent a letter in support of the United Community Center.

Fiscal Impact: The use of CDBG funds reduces the amount of funding the City has to provide through the annual budget to undertake eligible projects. It also provides funding to area public service organizations. The Council traditionally has held a public hearing every year to determine how its share of CDBG funding is distributed. A public hearing at the local level is no longer required.

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. 11542-100714

RESOLUTION APPROVING THE 2015-2017 COOPERATION AGREEMENT AND
FIRST AMENDMENT FOR PARTICIPATION IN THE URBAN COUNTY CDBG
PROGRAM WITH MILWAUKEE COUNTY

WHEREAS, the City of Oak Creek has participated in the Urban County Community Development Block Grant Program for Milwaukee County; and,

WHEREAS, the Community Development Block Grant Program has provided federal grant funding for service related and public works improvement projects serving senior citizens, physically challenged persons and low/moderate income households; and,

WHEREAS, the City desires to continue its participation in the Community Development Block Grant Program for an additional three-year period extending through 2017; and,

WHEREAS, continued participation in the Community Development Block Grant Program requires approval of a Cooperation Agreement with Milwaukee County through the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Oak Creek that the attached "Cooperation Agreement" and "First Amendment" by and between the City of Oak Creek and Milwaukee County be, and are hereby approved.

BE IT FURTHER RESOLVED that the City of Oak Creek urges Milwaukee County to utilize any federal grant funds obtained under this agreement for programs located in or benefitting the population of the communities in the Cooperation Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Cooperation Agreement and First Amendment on behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of October, 2014.

Passed and adopted this 7th day of October, 2014.

President, Common Council

Approved this 7th day of October, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Oak Creek (hereinafter referred to as the "Municipality").

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2015, 2016, and 2017 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.
2. Consideration. The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation based on extent of poverty as defined in the Act. To receive an allocation the Municipality must have proposed project(s) that meet the National Objectives of the Act. Municipality allocations may also be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. All funds shall be used within the Urban County jurisdiction. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Act.
3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2015, 2016, and 2017 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.
5. Obligations.
 - a. Milwaukee County and the City of Oak Creek agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same

requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
 - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.

- vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
 - d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
 - e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
 - f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.

- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
 - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20 __, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on October 7, 2014, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

Name: _____

Title: Stephen Scaffidi, Mayor

Name: _____

Title: Catherine A. Roeske, City Clerk

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved:

Approved:

By: _____
County Executive

Date: _____

By: _____
Office of the Comptroller

Date: _____

Approved as to Execution:

By: _____
Corporation Counsel

Date: _____

FIRST AMENDMENT TO COOPERATION AGREEMENT

THIS FIRST AMENDMENT is entered into on this 7th day of October, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Oak Creek (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County and the Municipality have entered into a Cooperation Agreement that qualifies the County as an Urban County entitling the parties to receive Community Development Block Grant ("CDBG") funds to conduct and administer housing and community development activities and projects; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") revised the requirements for cooperation agreements and a new requirement was added in the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, the County and the Municipality have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Cooperation Agreement as follows:

PROVISIONS:

1. A new Section 5.k. shall be added to the Agreement which states: "As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended."
2. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Cooperation Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year first above written.

MUNICIPALITY

Name: _____
Title: Stephen Scaffidi, Mayor

Name: _____
Title: Catherine A. Roeske, City Clerk

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel



OAKCREEK

COMMUNITY
DEVELOPMENT

July 10, 2014

Ms. Jean Wolfgang
Milwaukee County CDBG
2711 W. Wells St., Room 102
Milwaukee, WI 53208

Dear Ms. Wolfgang,

I am writing to express the support of the City of Oak Creek for the Wisconsin Women's Business Initiative Corporation (WWBIC) 2015 funding application to the Milwaukee County Community Development Block Grant (CDBG) program in the category of Economic Development. WWBIC will support this project by providing business education classes for small business owners and prospective owners at local community centers and faith-based organizations.

WWBIC's business development services will focus on low-to-moderate income entrepreneurs and prospective entrepreneurs, and will include business education in a classroom setting along with one-on-one technical assistance in professional areas such as accounting, marketing and legal. We will also offer credit counseling and credit repair to help individuals qualify for a small business loan from WWBIC. National studies show, and WWBIC's experience has borne out, that the key to making microenterprise businesses sustainable is the intensive one-on-one assistance that WWBIC provides to each client for the life of the loan. One survey found that businesses that received assistance from organizations like WWBIC had a median annual revenue growth that was 26% higher than that of businesses that did not.

WWBIC has the expertise to meet and exceed the goals of this project, track its performance long-term, and substantially open up new opportunities for lower-income individuals to increase their economic self-sufficiency and well-being and join the economic mainstream.

We appreciate the partnership of WWBIC in serving our community.

Sincerely,

Doug Seymour, AICP
Director of Community Development



OAK CREEK

DEPARTMENT
OF COMMUNITY
DEVELOPMENT

July 10, 2014

Ken Tregellas
Administrative Pastor
Salvation Army of Oak Creek
8853 S. Howell Avenue
Oak Creek, WI 53154

Dear Mr. Tregellas:

The City of Oak Creek values its partnership with the Salvation Army. Your organization, and the services that they provide play an essential role in the lives of the residents of our community.

For many years, we have been privileged to support your organization through a portion of the City's Community Development Block Grant (CDBG) funding. Once again, for 2015 we continue to support your mission and would wholeheartedly endorse your application for CDBG funding through Milwaukee County. We believe that the proposal to assist in the provision of emergency support services addressing homelessness meets a growing need in our communities. The collaborative effort between your organization and the cities of Franklin and Oak Creek is an efficient and effective means of delivering these critical services to those in need.

While your organization is no longer a sub-recipient of the City of Oak Creek, it remains our intention to allocate dollars to assist you in your mission.

Thank you, and please do not hesitate to contact me if I can be of further assistance regarding this matter.

Sincerely,

Doug Seymour
Director of Community Development



OAK CREEK

DEPARTMENT
OF COMMUNITY
DEVELOPMENT

July 15, 2014

Mr. Ricardo Diaz
Executive Director
United Community Center, Inc.
1028 South 9th Street
Milwaukee, WI 53204

Dear Mr. Diaz:

On behalf of City of Oak Creek, I am pleased to support the United Community Center's application to the 2015 Milwaukee County Community Development Block Grant opportunity to provide integrated social, emotional and behavioral health services for low-income, mostly Hispanic, age 62 and up, older adult residents of our community.

Wisconsin's Hispanic population grew by 74% in the last decade. As reported by the Milwaukee Journal Sentinel on June 26, 2014, Hispanics now make up the largest minority population in the state. Milwaukee County has the largest number of Hispanics in the State with 134,186 (US Census, 2013) amounting to more than one-third of the State's entire Hispanic population in this single county. The number of Latino elderly increased 73% since the 2000 Census (US Census 2010). As this growing population ages it is important to provide culturally and linguistically attuned services that will help them to live independent and healthy lives. The services provided by the UCC to this population will help to address a number of problems and concerns as Latinos get older, primarily with regard to maintaining adequate housing, socialization, nutrition, and physical/mental health.

On behalf of the City of Oak Creek I would urge the Milwaukee County Community Development Block Grant Administration to seriously consider and accept your proposal.

Sincerely,



Doug Seymour

Director of Community Development



OAK CREEK

DEPARTMENT
OF COMMUNITY
DEVELOPMENT

July 10, 2014

Mardi Charnitz
Director, Neighborhood Outreach Program
Interfaith Older Adult Programs
600 W. Virginia St. #300
Milwaukee, WI 53204

Dear Ms. Charnitz:

The City of Oak Creek values its partnership with Interfaith. Your organization, and the services that they provide play an essential role of in the lives of older adults in our community.

For many years, we have been privileged to support your organization through a portion of the City's Community Development Block Grant (CDBG) funding. Once again, for 2015 we continue to support your mission and would wholeheartedly endorse your application for CDBG funding through Milwaukee County.

While your organization is no longer a sub-recipient of the City of Oak Creek, it remains our intention to allocate, at a minimum one-half of the City's public service allocation dollars to assist you in your mission.

Thank you, and please do not hesitate to contact me if I can be of further assistance regarding this matter.

Sincerely,



Doug Seymour
Director of Community Development

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 13

Recommendation: That the Common Council approves Resolution No. 11544-100714, a resolution approving the State/Municipal Agreement (SMA) for a State-let highway project along STH 241 (27th Street) from W. Drexel Avenue to W. College Avenue (2nd Aldermanic District).

Background: This agreement is part of the Wisconsin Department of Transportation's (WisDOT) 2015 project to reconstruct STH 241 (S. 27th Street) from W. Drexel Avenue to W. College Avenue. Because 27th Street straddles the border of Oak Creek and Franklin, Franklin will be entering into a similar SMA with WisDOT.

The SMA outlines that WisDOT will pay 100% of the road design, real estate, and standard construction. The agreement provides WisDOT funding in the amount of \$365,400 for community sensitive solution (CSS) features. The CSS funds help pay the cost for unique aesthetic streetscaping elements desired by the local community. The CSS elements were developed by HNTB working with staff from Oak Creek, Franklin, WisDOT and the 27th Street Steering Committee. The 90% plans were approved by the CDA and the Common Council with Resolution No. 11470-033114 entering into a MOU for cost sharing between Oak Creek and Franklin. They include decorative street lighting, gateway monuments, median monuments and landscaping, way-finding signage, green-screening of signal cabinets, colored crosswalk concrete, benches and trash receptacles.

The SMA revises the previous agreement and settles the \$500,000 payment for street lighting that had been established as part of the City's commitment to WisDOT's 2012 Drexel Interchange project. It also incorporates a cost credit that the City earned with WisDOT as part of its 2012 Drexel Avenue project.

Fiscal Impact: The CSS funding and cost credit combined are more than enough to cover all local Oak Creek costs under this project related to the aesthetic features listed above. Remaining credit (approximately \$300,000) will be applied to a forthcoming revision to the SMA for the STH 38 project that is currently under construction.

Prepared by:



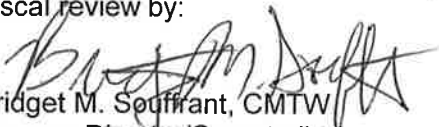
Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11544-100714

BY: _____

**RESOLUTION APPROVING THE STATE/MUNICIPAL AGREEMENT (SMA)
FOR A STATE-LET HIGHWAY PROJECT ALONG STH 241 (S. 27TH STREET)
FROM W. DREXEL AVENUE TO W. COLLEGE AVENUE**

(2ND ALDERMANIC DISTRICT)

WHEREAS, The City of Oak Creek and the Wisconsin Department of Transportation (WisDOT) are entering into a State/Municipal Agreement (SMA) for funding of the reconstruction of STH 241 (S. 27th Street) from W. Drexel Avenue to W. College Avenue, and;

WHEREAS, The SMA provides that WisDOT will pay 100% of the project design, real estate and standard construction costs, and;

WHEREAS, The SMA provides that WisDOT will provide Community Sensitive Solutions (CSS) funding in the amount of \$365,400 for the City to improve aesthetics along the corridor, and;

WHEREAS, The SMA revises the previous agreement and settles the \$500,000 payment for street lighting that had been established as part of the City's commitment to WisDOT's 2012 Drexel Interchange project, and;

WHEREAS, The SMA incorporates a cost credit that the City earned with WisDOT as part of the City's 2012 Drexel Avenue project, effectively making it unnecessary to budget new funding to cover City costs under this project related to the subject aesthetic features;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the SMA is hereby approved and the Mayor and City Clerk are authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit the three (3) City-signed documents to WisDOT for its execution and return of one fully-executed document back to the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of October, 2014.

Passed and adopted this this 7th day of October, 2014.

President, Common Council

Approved this this 7th day of October, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

RESOLUTION NO.11470-033114

BY: Ald. Bukiewicz

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 27TH STREET CORRIDOR PLAN

(2nd 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 27th Street between the two cities; and

WHEREAS, the South 27th 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 27th 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 31st day of March, 2014.

Passed and adopted this 31st day of March, 2014.



President, Common Council

Approved this 31st day of March, 2014.



Mayor

ATTEST:



City Clerk

VOTE: Ayes 6 Noes 0



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on January 7, 2010 and signed by DOT on May 11, 2010.

Revised Date: August 26, 2014
Date: December 28 2009
I.D.: 2265-16-00/20/70/90
Road Name: 27th Street (STH 241)
Limits: West Drexel Avenue to College Avenue
County: Milwaukee
Roadway Length: 2.36 Miles

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 Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

See Attached Table 1: Summary of Costs – Page 2

This request is subject to the terms and conditions that follow (pages 2 – 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 executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Oak Creek** (please sign in blue ink)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State (please sign in blue ink)

Name	SE Region Planning Chief	Date
------	--------------------------	------

Table 1: Summary of Costs

Category	PHASE	ESTIMATED COST					
		Total Est. Cost	Federal/ State Funds	% Franklin	Municipal Funds	Municipal Funds Oak Creek	%
	Preliminary Engineering:						
	Plan Development	\$ 1,800,000	\$ 1,800,000	100%	\$ -	\$ -	0%
	Real Estate Acquisition:		\$ -			\$ -	
	Acquisition	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ -	0%
	Compensable Utilities	\$ 25,000	\$ 25,000	100%	\$ -	\$ -	0%
	Construction:						
10	Participating - Roadway	\$ 23,300,000	\$ 23,300,000	100%	\$ -	\$ -	0%
10	Traffic Signal Monotube Color Upgrade	\$ 26,640	\$ -	0%	\$ 13,320	\$ 13,320	LSUM
110	Lighting Drexel Ave to College Ave - Franklin	\$ 550,000	\$ -	0%	\$ 550,000		100%
110	Exceed	\$550,000	\$ -	59%	\$ -		41%
130	Lighting Drexel Ave to College Ave - Oak Creek	\$ 510,000	\$ -	0%		\$ 510,000	100%
130	Exceed	\$510,000	\$ -	55%		\$ -	45%
150	Special Sidewalk - Franklin CSS	\$ 35,000	\$ 35,000	MAX	\$ -		0%
150	Special Sidewalk - Franklin	\$ 10,000	\$ 5,500	55%	\$ 4,500		45%
160	Special Sidewalk - Oak Creek	\$ 45,000	\$ 24,750	55%		\$ 20,250	45%
170	Special Crosswalk - Franklin	\$ 63,225	\$ 42,361	67%	\$ 20,864		33%
180	Special Crosswalk - Oak Creek	\$ 51,750	\$ 34,673	67%		\$ 17,078	33%
	Misc CSS						
190	Franklin - Landscaping Credit	\$ 62,500	\$ 62,500	MAX	\$ -		0%
190	Franklin	\$ 180,000	\$ 171,500	MAX	\$ 8,500		BAL
200	Oak Creek - Landscaping, DWF Credit	\$ 76,500	\$ 76,500	MAX		\$ -	0%
200	Oak Creek	\$ 166,000	\$ 142,800	MAX		\$ 23,200	BAL
Total Cost Distribution		\$ 41,201,615	\$ 40,020,583		\$ 597,184	\$ 583,848	

CSS Distribution

Franklin	Lighting	\$ 113,050
	Special Sidewalk - Franklin CSS	\$ 15,750
	Misc CSS	\$ 171,500
Remaining Commitment to May 3, 2010 SMA		\$ 65,100
		\$ 365,400
Oak Creek	Lighting	\$ 105,400
	Misc CSS	\$ 142,800
Remaining Commitment to December 28, 2009 SMA		\$ 117,200
		\$ 365,400

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

- (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
 9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. Table 1 includes cost estimates for the Municipality of Franklin for information only.
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State

- (c) Funding for compensable utilities required for standard roadway construction, 100% State.
- (d) Funding for construction of standard roadway items – 100% State.
- (e) Funding for traffic signal monotube color upgrade – 100% Municipality as a onetime lump sum payment of \$13,320.
- (f) Funding for lighting – 100% Municipal to a maximum of \$510,000. Costs above the maximum – 55% State and 45% Municipal. The \$510,000 maximum Municipal cost is based on Municipal payment for State costs to meet \$382,900 (\$277,500 standard costs + \$105,400 CSS) of the \$500,000 lump sum payment identified in the December 28, 2009 State Municipal Agreement (SMA) that this agreement revises. The State's CSS commitment of \$365,400 includes \$117,200 (remaining Municipality's commitment from the December 28, 2009 SMA).

State costs at 55%, are based on 50% State and 50% Municipal for new standard lighting and 100% State for replacement lighting. Municipal costs at 45% are based on 50% State and 50% Municipal for new standard lighting and 100% Municipal for the additional costs for decorative lighting.

- (g) Funding for special sidewalk – 55% State and 45% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative sidewalk. The Municipality agrees to maintain the sidewalk.
- (h) Funding for special crosswalk – 67% State and 33% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative crosswalk. The Municipality agrees to maintain the crosswalk.
- (i) Landscaping credit and Municipal supplied Curb Ramp Detectable Warning Fields(DWF) – a \$62,500 lump sum credit for landscaping purchased and installed by the Municipality and \$14,000 lump sum credit for Curb Ramp Detectable Warning Fields(DWF) for a total credit of \$76,500.
- (j) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum of \$365,400 (additional to CSS identified in section 9(f) above). This funding is to be used for enhancement features along the project limits. CSS maximum approved with signed EA on April 10 2012.

[END]



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on January 7, 2010 and signed by DOT on May 11, 2010.

Revised Date: August 26, 2014

Date: December 28 2009

I.D.: 2265-16-00/20/70/90

Road Name: 27th Street (STH 241)

Limits: West Drexel Avenue to College Avenue

County: Milwaukee

Roadway Length: 2.36 Miles

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 Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

See Attached Table 1: Summary of Costs – Page 2

This request is subject to the terms and conditions that follow (pages 2 – 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 executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Oak Creek** (please sign in blue ink)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State (please sign in blue ink)

Name	SE Region Planning Chief	Date
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Table 1: Summary of Costs

Category	PHASE	ESTIMATED COST					
		Total Est. Cost	Federal/ State Funds	% Franklin	Municipal Funds	Municipal Funds	%
	Preliminary Engineering:						
	Plan Development	\$ 1,800,000	\$ 1,800,000	100%	\$ -	\$ -	0%
	Real Estate Acquisition:		\$ -			\$ -	
	Acquisition	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ -	0%
	Compensable Utilities	\$ 25,000	\$ 25,000	100%	\$ -	\$ -	0%
	Construction:						
10	Participating - Roadway	\$ 23,300,000	\$ 23,300,000	100%	\$ -	\$ -	0%
10	Traffic Signal Monotube Color Upgrade	\$ 26,640	\$ -	0%	\$ 13,320	\$ 13,320	LSUM
110	Lighting Drexel Ave to College Ave - Franklin	\$ 550,000	\$ -	0%	\$ 550,000		100%
110	Exceed	\$550,000	\$ -	59%	\$ -		41%
130	Lighting Drexel Ave to College Ave - Oak Creek	\$ 510,000	\$ -	0%		\$ 510,000	100%
130	Exceed	\$510,000	\$ -	55%		\$ -	45%
150	Special Sidewalk - Franklin CSS	\$ 35,000	\$ 35,000	MAX	\$ -		0%
150	Special Sidewalk - Franklin	\$ 10,000	\$ 5,500	55%	\$ 4,500		45%
160	Special Sidewalk - Oak Creek	\$ 45,000	\$ 24,750	55%		\$ 20,250	45%
170	Special Crosswalk - Franklin	\$ 63,225	\$ 42,361	67%	\$ 20,864		33%
180	Special Crosswalk - Oak Creek	\$ 51,750	\$ 34,673	67%		\$ 17,078	33%
	Misc CSS						
190	Franklin - Landscaping Credit	\$ 62,500	\$ 62,500	MAX	\$ -		0%
190	Franklin	\$ 180,000	\$ 171,500	MAX	\$ 8,500		BAL
200	Oak Creek - Landscaping, DWF Credit	\$ 76,500	\$ 76,500	MAX		\$ -	0%
200	Oak Creek	\$ 166,000	\$ 142,800	MAX		\$ 23,200	BAL
Total Cost Distribution		\$ 41,201,615	\$ 40,020,583		\$ 597,184	\$ 583,848	

CSS Distribution

Franklin	Lighting	\$ 113,050
	Special Sidewalk - Franklin CSS	\$ 15,750
	Misc CSS	\$ 171,500
Remaining Commitment to May 3, 2010 SMA		\$ 65,100
		\$ 365,400
Oak Creek	Lighting	\$ 105,400
	Misc CSS	\$ 142,800
Remaining Commitment to December 28, 2009 SMA		\$ 117,200
		\$ 365,400

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

- (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
 9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. Table 1 includes cost estimates for the Municipality of Franklin for information only.
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State

- (c) Funding for compensable utilities required for standard roadway construction, 100% State.
- (d) Funding for construction of standard roadway items – 100% State.
- (e) Funding for traffic signal monotube color upgrade – 100% Municipality as a onetime lump sum payment of \$13,320.
- (f) Funding for lighting – 100% Municipal to a maximum of \$510,000. Costs above the maximum – 55% State and 45% Municipal. The \$510,000 maximum Municipal cost is based on Municipal payment for State costs to meet \$382,900 (\$277,500 standard costs + \$105,400 CSS) of the \$500,000 lump sum payment identified in the December 28, 2009 State Municipal Agreement (SMA) that this agreement revises. The State's CSS commitment of \$365,400 includes \$117,200 (remaining Municipality's commitment from the December 28, 2009 SMA).

State costs at 55%, are based on 50% State and 50% Municipal for new standard lighting and 100% State for replacement lighting. Municipal costs at 45% are based on 50% State and 50% Municipal for new standard lighting and 100% Municipal for the additional costs for decorative lighting.

- (g) Funding for special sidewalk – 55% State and 45% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative sidewalk. The Municipality agrees to maintain the sidewalk.
- (h) Funding for special crosswalk – 67% State and 33% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative crosswalk. The Municipality agrees to maintain the crosswalk.
- (i) Landscaping credit and Municipal supplied Curb Ramp Detectable Warning Fields(DWF) – a \$62,500 lump sum credit for landscaping purchased and installed by the Municipality and \$14,000 lump sum credit for Curb Ramp Detectable Warning Fields(DWF) for a total credit of \$76,500.
- (j) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum of \$365,400 (additional to CSS identified in section 9(f) above). This funding is to be used for enhancement features along the project limits. CSS maximum approved with signed EA on April 10 2012.

[END]



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on January 7, 2010 and signed by DOT on May 11, 2010.

Revised Date: August 26, 2014

Date: December 28 2009

I.D.: 2265-16-00/20/70/90

Road Name: 27th Street (STH 241)

Limits: West Drexel Avenue to College Avenue

County: Milwaukee

Roadway Length: 2.36 Miles

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 Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

See Attached Table 1: Summary of Costs – Page 2

This request is subject to the terms and conditions that follow (pages 2 – 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 executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Oak Creek** (please sign in blue ink)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State (please sign in blue ink)

Name	SE Region Planning Chief	Date
------	--------------------------	------

Table 1: Summary of Costs

Category	PHASE	ESTIMATED COST					
		Total Est. Cost	Federal/ State Funds	% Franklin	Municipal Funds	Municipal Funds	%
	Preliminary Engineering:						
	Plan Development	\$ 1,800,000	\$ 1,800,000	100%	\$ -	\$ -	0%
	Real Estate Acquisition:		\$ -			\$ -	
	Acquisition	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ -	0%
	Compensable Utilities	\$ 25,000	\$ 25,000	100%	\$ -	\$ -	0%
	Construction:						
10	Participating - Roadway	\$ 23,300,000	\$ 23,300,000	100%	\$ -	\$ -	0%
10	Traffic Signal Monotube Color Upgrade	\$ 26,640	\$ -	0%	\$ 13,320	\$ 13,320	LSUM
110	Lighting Drexel Ave to College Ave - Franklin	\$ 550,000	\$ -	0%	\$ 550,000		100%
110		Exceed \$550,000	\$ -	59%	\$ -		41%
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130		Exceed \$510,000	\$ -	55%		\$ -	45%
150	Special Sidewalk - Franklin CSS	\$ 35,000	\$ 35,000	MAX	\$ -		0%
150	Special Sidewalk - Franklin	\$ 10,000	\$ 5,500	55%	\$ 4,500		45%
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[END]

City of Oak Creek Common Council Report

Meeting Date: 10/7/14

ITEM 14

Recommendation: That the Common Council adopt Ordinance No. 2735, an Ordinance to Create Section 8.40(p) and to Repeal and Recreate Sections 8.40(d), 8.40(j), 8.41(e), 8.41(f), 8.41(g), 8.41(i), 8.42(a), 8.42(b), 8.42(c), 8.42(d), 8.42(f), 8.42(g), 8.42(k), 8.44 and 8.45(a)(1) of the Oak Creek Municipal Code Regarding Garbage and Refuse Collection in the City of Oak Creek.

Background: After preparing the City's refuse collection contract for bid, a number of sections of the Municipal Code, including Sections 8.40, 8.41, 8.42, 8.44 and 8.45, needed to be updated to reflect the privatization of refuse collection and the City's use of outside contractors.

The substantive changes in this proposed ordinance relate to the proposed revisions in Sections 8.40(d) and Section 8.42(a). These two changes would discontinue the City's practice of collecting refuse from churches, schools and other charitable organizations. Section 8.40(d) expands the commercial waste class, for which there is no refuse collection, to include churches, public and parochial institutions and charitable organizations. Section 8.42(a) eliminates these organizations from solid waste collection. The City Attorney has opined that this ordinance would legally allow the City to discontinue its practice of collecting from these organizations, in accordance with the attached League of Wisconsin Municipalities Opinion. These organizations would need to contract for their own refuse collection service.

Fiscal Impact: With these changes the City would save approximately \$38,400 annually.

Prepared by:



Ted Johnson
Director of Streets, Parks & Forestry

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

ORDINANCE NO. 2735

BY: _____

AN ORDINANCE TO CREATE SECTION 8.40(p) AND TO REPEAL AND RECREATE SECTIONS 8.40(d), 8.40(j), 8.41(e), 8.41(f), 8.41(g), 8.41(i), 8.42(a), 8.42(b), 8.42(c), 8.42(d), 8.42(f), 8.42(g), 8.42(k), 8.44 AND 8.45(a)(1) OF THE OAK CREEK MUNICIPAL CODE REGARDING GARBAGE AND REFUSE COLLECTION

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

SECTION 1: Sections 8.40(d) and 8.40(j) of the Municipal Code are repealed and recreated and Section 8.40(p) is created to read as follows:

SEC. 8.40 GARBAGE AND REFUSE COLLECTION DEFINITIONS

- (d) **Commercial Waste.** Solid waste, garbage, combustible and incombustible waste and combined refuse generated by business enterprises, except manufacturing and the activities associated therewith, churches, public and parochial education institutions, charitable organizations and residential buildings of more than four living units, mobile homes defined as personal property in Ch. 70, Wis. Stats., and all combination business residential properties.
- (j) **Container (cart).** A container is a 95 gallon capacity plastic container owned and distributed by the Contractor.
- (p) **Contractor.** The company under contract with the City of Oak Creek to perform specified collection services.

SECTION 2: Sections 8.41(e), 8.41(f), 8.41(g), and 8.41(i) of the Municipal Code are repealed and recreated to read as follows:

SEC. 8.41 PREPARATION, STORAGE AND PLACEMENT OF SOLID WASTE.

- (e) Furniture, metal, appliances, televisions, rugs, swimming pools, mattresses, earth, gravel, stone, concrete and other construction debris will not be picked up by the Contractor with regular garbage pickup.
- (f) All garbage, food waste and refuse shall be placed only in such covered container so that weather elements will not result in refuse being scattered about the premises so as to constitute a health hazard or nuisance. All containers shall be stored upon private property and shall not be stored in the front yard setback. The Contractor shall be responsible for the repair or replacement of containers. The Contractor shall not be responsible for closing container lids after collection.
- (g) Solid waste, garbage and combined refuse, except as provided in Subsection (e) above and Section 8.42(c), that is collected by the Contractor shall be placed on the same side of the street as the dwelling generating the waste. The container shall be placed on flat ground in the terrace area, not further than 3 (three) feet from the edge of the pavement and 5 (five) feet from any vertical obstruction including a power pole, mailbox, other garbage containers, recycling carts, and light poles, etc. with the designated side facing the street. No parking shall be permitted within 15 (fifteen) feet of a garbage receptacle. Solid waste, garbage and combined refuse collected by the Contractor shall not be placed in ditches or on snow banks.

- (i) No person shall dispose of infectious wastes for pickup by the Contractor. Infectious waste must be placed in containers that will protect waste handlers and the public from exposure. At a minimum, these containers must consist of double bags or a single bag that meets or exceeds 165 grams of resistance by the ASTM D 1709-75 method. Each bag must be securely sealed so as to prevent leakage or expulsion of the contents under normal handling. Each bag shall be placed in a rigid reusable or corrugated cardboard container that is labelled with a visible biohazard emblem.

SECTION 3: Sections 8.42(a), 8.42(b), 8.42(c), 8.42(d), 8.42(f), 8.42(g) and 8.42(k) of the Municipal Code are repealed and recreated to read as follows:

SEC. 8.42 GENERAL REQUIREMENTS COVERING COLLECTION AND DISPOSAL.

- (a) **Solid Waste Collection.** Solid waste, garbage and combined refuse, except as provided in Section 8.41(e) and Subsections (b) and (c) below, from a residence and properties owned by the City of Oak Creek, State of Wisconsin or the United States shall be collected and disposed of on a weekly basis by the Contractor, provided that it is prepared and stored in the manner prescribed in this Chapter. Yard waste will be collected and disposed of in accordance with Sec. 8.45. The schedule for all solid waste collections and disposals shall be determined by the Streets, Parks & Forestry Department. Garbage shall be placed for collection no later than 6:45 a.m.
- (b) **Commercial or Manufacturing Waste.** Commercial waste or manufacturing waste shall not be collected by the Contractor as part of the City's refuse contract.
- (c) **Construction Waste.** Construction waste resulting from the activities of a contractor, or other non-occupant of the premises, and demolition debris will not be collected by the Contractor as part of the City's refuse contract.
- (d) **Combined Use Buildings.** Where buildings are used for both business and residential purposes, the contractor shall collect residentially generated solid waste, garbage and combined refuse, in accordance with the terms of this Chapter, if the solid waste, garbage and combined refuse is placed and contained as described under Sections 8.40(j) and 8.41(f).
- (f) **Vehicular Salvage; Batteries; Oil.** Vehicular salvage, except exhaust systems, tune-up parts, shock absorbers and lights will not be collected by the Contractor. Batteries and oils are considered hazardous substances and will not be collected. Batteries and oils may be deposited at the Municipal Service Building by the owner for proper storage.
- (g) **Tires.** Tires generated from vehicles shall not be collected by the City and shall be disposed of at the owner's expense, except that tires may be deposited at the Municipal Service Building, by the owner, for a fee as set forth in the Resolution Establishing Various Fees, Permits and Charges Charged by the City of Oak Creek.
- (k) **Additional Garbage Containers.** The Contractor shall supply one garbage container per living unit receiving City garbage pick-up. Additional containers can be purchased from the contractor at a cost determined by the refuse contract.

SECTION 4: Section 8.44 of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.44 HOLIDAYS AND SEVERE WEATHER.

- (a) When a scheduled collection day falls on a designated holiday, the collection will be made on the next business day and will shift all pickup for that week to the next business day. Designated holidays are:
 - (1) New Year’s Day.
 - (2) Memorial Day.
 - (3) Independence Day.
 - (4) Labor Day.
 - (5) Thanksgiving Day.
 - (6) Christmas Day.

- (b) In case of a snow emergency, as determined by the City, collection shall be made in the same manner as for a designated holiday.

SECTION 5: Section 8.45(a)(1) of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.45 YARD WASTE COLLECTION.

- (a) **Collection of Yard Waste.**
 - (1) The City will accept brush, tree trimmings, plantings, shrubs and leaves at the yard waste drop-off site located at 720 West Puetz Road from the occupants of a residence or a mobile home in the City of Oak Creek. Grass clippings will not be accepted. The yard waste will be processed and will be made available to the public.

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

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 7th day of October, 2014.

Passed and adopted this ____ day of _____, 2014.

Approved this this ____ day of _____, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

GARBAGE AND REFUSE COLLECTION

SEC. 8.40 DEFINITIONS.

The following definitions shall be applicable in this Chapter:

- (a) **Solid Waste.** Useless, unused, unwanted or discarded material resulting from housekeeping activities. Solid waste includes, but is not limited to, garbage, refuse and ashes, furniture and household goods, except appliances and non-putrescible products incidental to the above functions.
- (b) **Garbage.** Waste, animal, fish, fowl, fruit or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption, including spoiled food, but exclusive of such items when enclosed in containers of a non-combustible nature.
- (c) **Combined Refuse.** Refuse or animal or vegetable substances which have been used or intended as food for man or animal including, but not limited to, paper, cardboard, plastics, shoes and clothing, glass jars, crockery and tin containers, accumulated in the customary use of dwelling.
- (d) **Commercial Waste.** Solid waste, garbage, combustible and incombustible waste and combined refuse generated by businesses, enterprises, ~~except manufacturing and/or the~~ activities associated therewith, churches, public and parochial education institutions, charitable organizations and residential buildings of more than four living unites, mobile homes, defined as personal property in Ch. 70, Wis. Stats., and residential buildings of more than four (4) living units: all combination business residential properties.
- (e) **Construction Waste.** Waste resulting from building construction, alteration, repair or demolition and includes earth and concrete when these materials are associated with contract and construction work.
- (f) **Demolition Debris.** Waste resulting from the demolition of complete buildings, such as houses, garages, barns and sheds. Demolition debris includes the earth and concrete associated with the building demolition.
- (g) **Yard Waste.** Tree branches, shrub clippings, fruit trees, yard trees, grass clippings, leaves, sod and other waste collected from the yard of the dwelling.
- (h) **Manufacturing Waste.** Waste or refuse generated in the manufacturing process and/or activities associated therewith.
- (i) **Curbside.** The area within three (3) feet of the edge of the traveled portion of any public street or alley affording reasonable access to waste collection crews from the street or alley lines, but only such portion thereof that is on the roadway side of any drainage ditch not including snowbanks.

- (j) **Container (cart).** A container is a 35, 65, or 95 gallon capacity plastic container owned and distributed by the City of Oak Creek Contractor.
- (k) **Vehicular Salvage.** Material which originates from vehicles including, but not limited to, snowmobiles, motorcycles, trailers, trucks, automobiles, buses, farm machinery and garden tractors.
- (l) **Residence.** A building containing not more than four (4) living units per building located on a public street.
- (m) **Recyclable Materials.** Recyclable materials shall have the meaning as set forth in Section 8.60(t) of this Code of Ordinances.
- (n) **Sharps.** Medical or laboratory articles that are potentially infectious and that may cause punctures or cuts including hypodermic needles, syringes, Pasteur pipettes and scalpel blades.
- (o) **Infectious Wastes.** As defined in 287.07(7)(c) 1c, Wis. Statutes and any amendments thereto, which is adopted by reference, means solid waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. The following waste categories are included within the infectious waste definition:
 - (1) Microbiological Lab Wastes: Cultures and lab equipment that have come in contact with infectious agents.
 - (2) Blood and Body Fluids: Whole blood and blood components, blood specimens, body fluids and dialysate from chronic ambulatory peritoneal dialysis (CAPD).
 - (3) Medical Wastes: Wastes that have had contact with patient blood or body fluids, including but not limited to wastes from the emergency department, autopsy suite, operating room and delivery room.
 - (4) Human Tissue: Recognizable human tissue. It must be buried, incinerated or rendered completely unrecognizable.

Ordinance # 2309 A 6/15/04 Sec. 8.40(j), (n), (o) (3)

(p) Contractor. The company under contract with the City of Oak Creek to perform specified collection services.

SEC. 8.41 PREPARATION, STORAGE AND PLACEMENT OF SOLID WASTE.

- (a) Garbage shall be drained of all free liquid and shall be packaged in a container. Improperly prepared and stored garbage of a liquid or semi-liquid nature will not be collected.
- (b) Combined refuse shall be placed in a container or it will not be collected.
- (c) Cold ashes, sawdust and sweepings must be placed in plastic garbage bags or sealed in a disposable container and placed in a container. Loose ashes,

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sawdust and sweepings in metal containers shall not be picked up.

- (d) Pet manure from residential dwellings of any animal classified as a household pet must be placed in a plastic garbage bag and tied securely and placed in a container. Any other animal or fowl manure or noxious waste will not be picked up.
- (e) Furniture, metal, appliances, televisions, rugs, swimming pools, mattresses, earth, gravel, stone, concrete and other construction debris will not be picked up by the City Contractor with regular garbage pickup.
- (f) All garbage, food waste and refuse shall be placed only in such covered container so that weather elements will not result in refuse being scattered about the premises so as to constitute a health hazard or nuisance. All containers shall be stored upon private property and screened from public view and shall not be stored in the front yard setback.

The City Contractor shall be responsible for the repair or replacement of containers.

The City Contractor shall not be responsible for closing container lids after collection.

- (g) Solid waste, garbage and combined refuse, except as provided in Subsection (e) above and Section 8.42(c), that is collected by the City Contractor shall be placed on the same side of the street as the dwelling generating the waste. The container shall be placed on flat ground in the terrace area, not further than 3 (three) feet from the edge of the pavement and 5 (five) feet from any vertical obstruction including a power pole, mailbox, other garbage containers, recycling carts, and light poles, etc. with the designated side facing the street

No parking shall be permitted within 15 (fifteen) feet of a garbage receptacle.

Solid waste, garbage and combined refuse collected by City the Contractor shall not be placed in ditches or on snow banks.

- (h) Recyclable materials shall be stored and placed in accordance with Sections 8.60 through 8.67.
- (i) No person shall dispose of infectious wastes for pickup by the Street Department Contractor. Infectious waste must be placed in containers that will protect waste handlers and the public from exposure. At a minimum, these containers must consist of double bags or a single bag that meets or exceeds 165 grams of resistance by the ASTM D 1709-75 method. Each bag must be securely sealed so as to prevent leakage or expulsion of the contents under normal handling. Each bag shall be placed in a rigid reusable or corrugated cardboard container that is labeled with a visible biohazard emblem.

- (j) Sharps shall be contained in rigid, puncture-proof containers such as metal or rigid plastic. Sharps containers shall be designed, handled or transported so as to preclude the loss of the contents. The outside container must be labeled with a visible biohazard emblem.

Sharps containers may be taken to the Health Department for proper disposal.

*Ordinance #2132 A 5/15/01,
Ordinance # 2309 A 6/15/04*

SEC. 8.42 GENERAL REQUIREMENTS COVERING COLLECTION AND DISPOSAL.

- (a) **Solid Waste Collection.** Solid waste, garbage and combined refuse, except as provided in Section 8.41(e) and Subsection (c) below, from a residence; ~~churches, including day care centers affiliated with the church; K-12 public or private educational institutions; not for profit organizations which do not provide housing or medical care to individuals;~~ and properties owned by the City of Oak Creek, State of Wisconsin or the United States shall be collected and disposed of on a weekly basis by the Street Department Contractor, provided that it is prepared and stored in the manner prescribed in this Chapter. Yard waste will be collected and disposed of in accordance with Sec. 8.45. The schedule for all solid waste collections and disposals shall be determined by the Streets Department, Parks & Forestry Department.

Garbage shall be placed for collection no later than 6:45 a.m.

- (b) **Commercial or Manufacturing Waste.** Commercial waste or manufacturing waste shall not be collected by the City of Oak Creek Street Division Contractor.
- (c) **Construction Waste.** Construction waste resulting from the activities of a contractor, or other non-occupant of the premises, and demolition debris will not be collected by the City of Oak Creek Street Division Contractor.
- (d) **Combined Use Buildings.** Where buildings are used for both business and residential purposes, the City Contractor shall collect residentially generated solid waste, garbage and combined refuse, in accordance with the terms of this Chapter, if the solid waste, garbage and combined refuse is placed and contained as described under Sections 8.40(j) and 8.41(f).
- (e) **Dumpsters.** Dumpsters will not be serviced in residential collection.
- (f) **Vehicular Salvage; Batteries; Oil.** Vehicular salvage, except exhaust systems, tune-up parts, shock absorbers and lights will not be collected by the City of Oak Creek Contractor. Batteries and oils are considered hazardous substances and will not

be collected. Batteries and oils may be deposited at the Municipal Service Building by the owner for proper storage.

(g) **Tires.** Tires generated from vehicles shall not be collected by the ~~City Contractor~~ and shall be disposed of at the owner's expense, except that tires may be deposited at the Municipal Service Building, by the owner, for a fee as set forth in ~~Section 3-40~~ the Resolution Establishing Various Fees, Permits and Charges Charged by the City of Oak Creek.

(h) **Deleterious Substances.**

(1) Any deleterious substance, the collection, destruction or disposal of which would be harmful or dangerous to personnel or equipment, shall not be included with refuse for collection. The term "deleterious substances" includes, but is not limited to:

- a. Hazardous substances, as defined in Sec. 144.01, Wis. Stats.;
- b. Medical waste, as defined in the Medical Waste Tracking Act of 1988, including but not limited to discarded medical equipment, needles and syringes;
- c. Acids;
- d. Blasting materials;
- e. Fireworks;
- f. Ammunition;
- g. Paints;
- h. Lacquers and varnishes;
- i. Combustible alloys or chemicals and/or any radioactive materials;
- j. Explosive materials or other flammable materials.

(2) ~~Paint, lacquer and varnish cans will be disposed of if the contents thereof are in non-liquid form and if the lids are removed.~~

(3) An owner and/or occupant wishing to dispose of any explosive or flammable material shall request the Police Department to effect such disposal. If such materials are found, Street Division will refer the matter to the Police Department or Fire Department as warranted.

(i) **Special Collection Services Billing.** The cost of any special collection service rendered to any householder or occupant of any building necessitated because of a violation of any part of this Chapter shall be paid by the party or parties receiving such special service. If charges for special service collections are not paid within thirty (30) days, such charges shall be certified in a proper manner to have them levied as special charges against such property served and the City Clerk is hereby authorized and directed to enter such charges on the tax rolls.

(j) **Collection of Recyclable Materials.** Recyclable materials shall be collected and disposed of in ac-

cord with Subsection (g) above and Section 8.46, provided that recyclable materials shall be placed a minimum of five (5) feet from the solid waste, garbage or combined refuse that is not recyclable.

(k) **Additional Garbage Containers.** The ~~City Contractor~~ shall supply one garbage container per living unit receiving City garbage pick up. Additional containers can be purchased from the ~~City Contractor~~ at a cost to be determined by the ~~Street Department based on the additional purchase price that the department must pay refuse contract.~~

Ordinance #2068 A 6/6/00

Ordinance #2309 A 6/15/04

SEC. 8.43 RESIDENTIAL COLLECTION AND DISPOSAL.

(a) Subject to the exemptions in Subsection (b), no item intended for collection during the regular garbage pickup shall be placed for collection at the curb any earlier than 6:45 p.m. on the day prior to the scheduled collection day. The householder or occupant shall return the containers to their original storage location after collection on the same day as collection.

(b) The requirements of Subsection (a) shall not apply if all adult owners or occupants of a residence qualify for special registration plates for a motor vehicle as a disabled person pursuant to Sec. 341.14, Wis. Stats. If all adult owners or occupants of a residence are disabled, but are not licensed operators or owners of motor vehicles, said persons shall submit to the City Clerk a statement from a licensed physician that said person is disabled as defined in Sec. 341.14, Wis. Stats. The City Clerk shall provide the Police Department with a copy of said letter. The Police Department shall maintain a list of those residences in which all owners or occupants are disabled, by virtue of qualifying for special registration plates pursuant to Sec. 341.14, Wis. Stats., or by virtue of the statement from a licensed physician as herein provided.

(c) The placement of any waste material within the Street Division yard or upon City property other than a pre-determined location shall be considered a public nuisance and is prohibited.

Ordinance #2132 A 5/15/01

SEC. 8.44 HOLIDAYS AND SEVERE WEATHER.

(a) When a scheduled collection day falls on a designated holiday ~~for City employees~~, the collection will be made on the next business day as determined by the by the Street Superintendent and will shift all pickup for that week to the next business day. Designated holidays are:

- (1) New Year's Day.
- (2) ~~Friday before Easter.~~
- (3) Memorial Day.
- (4) Independence Day.
- (5) Labor Day.

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- (65) Thanksgiving Day.
- ~~(37) Day after Thanksgiving Day.~~
- ~~(8) Day before Christmas.~~
- (96) Christmas Day.
- ~~(10) Day before New Year's Day.~~

(b) In case of a snow emergency, as determined by the City, collection shall be made ~~the following week on the regularly scheduled collection day in the same manner as for a designated holiday in Subsection (a).~~

Ordinance #2309 A 6/15/04 Sec. 8-4(a)

SEC. 8.45 YARD WASTE COLLECTION.

(a) Collection of Yard Waste.

- (1) The City will accept brush, tree trimmings, plantings, shrubs and leaves at the yard waste drop-off site located at 800720 West Puetz Road from the occupants of a residence or a mobile home in the City of Oak Creek. Grass clippings will not be accepted. The yard waste will be processed and will be made available to the public.
- (2) The City will conduct a spring and fall clean-up at a time determined by the Street Department, at which time residents may place at the curb, shrubbery, stumps, plantings and other yard waste with the exception of leaves and grass clippings. Construction debris, appliances, furniture metal, televisions, rugs, swimming pools, mattresses and any other acceptable items will be collected during the bi-annual collection.
- (3) Residents with more than five (5) yards of material placed at the curb for collecting during the bi-annual collection program will be charged for the removal and disposal of the excess material. The charge for removal of the excess material will be on a time and materials basis.
- (4) In addition to the bi-annual program outlined in Subsection (a)(2) above, the City will collect and process brush and tree trimmings placed at the curb during the months of April, May, June, August and October. Beginning in the year 2005 and any year thereafter, branches placed at the curb will be collected during the months of April, June, August and October. All brush must be placed with the cut off ends facing the road and on the road-side part of the ditch or curb stacked in an orderly manner prior to the first week of the pick up month. During the first week of the month, or as soon thereafter as practicable, the City will remove the materials and process them; the resulting mulch being made available to the residents. In addition, after periods of severe weather causing downed limbs and trees, the City will collect brush and tree limbs resulting from the storm.

(5) The City of Oak Creek will not pick up brush, tree-trimmings, and/or stumps as a result of a contractor performing work on the property. The City of Oak Creek will not pick up brush, tree trimmings, and/or stumps as a result of lot clearing.

(b) Special Pickups; Delivery of Mulch.

(1) The Street Department will deliver mulch resulting from the processing of yard waste materials to any City of Oak Creek resident requesting it. The resident may call the Street Department, request delivery of the material and it will be delivered as soon as practicable. The cost of this service shall be as set forth in Section 3.40.

Ordinance #2309 A 6/15/04 Sec. 8-15(a) and (b).

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Ordinances and Resolutions / ORDINANCES AND RESOLUTIONS # 438 Classifying Property for Purposes of Garbage Collection November 1989

**ORDINANCES AND RESOLUTIONS # 438
Classifying Property for Purposes of Garbage Collection
November 1989**

Note: This opinion is also listed as SANITATION # 27

LEGAL COMMENT - THE MUNICIPALITY

By James H. Schneider
League Counsel

Recently several municipalities have asked whether they may pay for garbage pickup for certain classes of property, such as residential, out of the general fund, but charge for other classes of property, or not even make municipal pickup available to them. The following Comment, which discusses charging for garbage collection, includes a discussion of legislative classifications and is therefore of interest concerning other municipal endeavors.

Ordinances and Resolutions / ORDINANCES AND RESOLUTIONS # 438 Classifying Property for Purposes of Garbage Collection November 1989 / Statutory Provisions on Garbage Collection

Statutory Provisions on Garbage Collection

Although garbage pickup could be charged for under a municipality's general powers,¹ there are two statutes specifically authorizing such charges.

Section 66.60(16)(a), Stats., authorizes a city, village or town to charge for various "current services," including "garbage and refuse disposal," by levying a special charge against the benefited property. A preliminary resolution, notice and hearing are not required for garbage and refuse collection under sec. 66.60(16), in contrast to the special assessment procedure set forth in the same statute. A municipality may, however, wish to provide notice and a hearing on the setting of the charge for particular classes of property. Furthermore, due process would no doubt require allowing a property owner an opportunity to dispute special charges levied against the

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property (e.g. a property was vacant and no waste was generated or collected).

Special charges under sec. 66.60(16) may not be paid in installments and delinquent special charges are extended on the tax roll and become a lien against the property.

Section 66.049 authorizes cities and villages to remove "ashes, garbage, and rubbish from such classes of places therein as the board or council shall direct." The statute further provides that "Districts may be created and removal provided for certain of them only, and different regulations may be applied to each removal district. The cost of removal may be provided for by special assessment against the property served, by general tax upon the property of the respective districts, or by general tax upon the property of the city or village."

The levying of special assessments for garbage removal would be awkward since this funding method seems designed primarily for improvements, but it is clear that the simpler method of using special charges for these services is valid, as discussed below.

Ordinances and Resolutions / ORDINANCES AND RESOLUTIONS # 438 Classifying Property for Purposes of Garbage Collection November 1989 / Judicial interpretations; Legislative Classifications

Judicial interpretations; Legislative Classifications

Section 66.049 has been interpreted in two fairly recent cases, which make it clear that municipalities have substantial discretion in creating classifications for garbage pickup.

In the 1983 case of *Rubin v. City of Wauwatosa*,² the state court of appeals upheld the city's garbage classification scheme. Prior to adopting the challenged classification, the city had picked up refuse from residential and commercial, but not industrial properties. Collection was paid for out of the general fund. In 1982, to cut costs, the city decided to begin charging for commercial pickup and to require residential refuse to be taken to the curb for pickup. The cost of residential pickup continued to be paid for out of the general fund.

The court examined the authority of the city to adopt the ordinance and whether the ordinance denied equal protection. The court found ample authority for the program in secs. 66.049 and 66.60(16), discussed above. The court, reasoning that the city needed flexibility to pay for services, found no illegality in the creation of a single city-wide commercial "district," although it noted that historically the concept of district possessed geographic connotations. The court also ruled that the city did not have to choose one method of payment for all the classes created, but could establish different methods, providing, of course, that members of the same class are

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treated alike.

The court then considered the equal protection challenge and ruled that there were reasonable distinctions between the commercial and residential classes to justify different treatment. The court initially noted that there is no right to garbage pickup, that it is not a "fundamental right" in equal protection analysis, and that the plaintiff multi-unit apartment owners and other commercial properties were not members of an "inherently suspect class."

These terms and their significance were discussed in another court of appeals case, decided shortly before *Rubin*, which upheld a city's decision not to provide solid waste pickup for buildings containing five or more dwelling units. *Carpenter v. Commissioner of Public Works of the City of Racine*.³

According to *Carpenter*, fundamental rights are those which are implicitly or explicitly guaranteed by the constitution. Examples of fundamental rights are the right to vote and the right to interstate travel.⁴ Education and housing as a welfare benefit have been held not to be fundamental rights.⁵ Examples of suspect classes include race, national origin, alienage, indigency and illegitimacy.⁶ These classes are generally those which require extraordinary protection from the majoritarian political process.⁷

The significance of this is that where a suspect class is concerned, the legislative action is "subject to strict scrutiny and will survive an equal protection challenge only if it serves an important governmental objective that could not be accomplished through less burdensome means."⁸ (With regard to gender-based classifications, an intermediate test applies which requires the law to be substantially related to important governmental interests.⁹)

Given this law, it is not surprising that garbage collection is not deemed a fundamental right and that classifications of residential and commercial property for garbage pickup do not involve suspect classes. To return to the *Rubin* case, the court stated that there is a strong presumption that the legislative classification is valid. The standard of court review is whether there is a rational basis for the classification. "The challenged classification must relate to a legitimate state interest. The basic test is not whether some inequality results from the classification, but whether there exists any reasonable basis to justify the classification... or which reasonably may be conceived to justify the class..."¹⁰

The court cited the *Omernik* case¹¹ which sets forth the following fivefold test to decide whether there has been a reasonable legislative classification: (1) All classification must be based on substantial distinctions; (2) the classification must be germane to the purpose of the law; (3) the classification must not be based on existing circumstances only; (4) the law must apply equally to

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each member of the class; and (5) the characteristics of each class should be so far different from those of other classes as to reasonably suggest the propriety of substantially different legislation.

The court in *Rubin* went on to note that if the legislative body has not set forth its reasons for creating the classificatory scheme, it is the court's duty to locate or construct a rationale that might have influenced the legislative body and that "reasonably upholds the legislative determination."¹² This rationale does not have to be indisputable because it is not the court's task to determine the wisdom of the rationale. In *Wauwatosa's* case the city had the studies to justify its decision and the court accordingly upheld the classifications.

An example of a fairly recent case where a court struck down a city's ordinance classification on equal protection grounds is *Tavern League v. City of Madison*.¹³ In this case the court struck down the city's ordinance denying licensure only to alcohol beverage licensees with delinquent taxes. The court reasoned that although the liquor industry may be unique in some respects, "there is nothing unique about the liquor or tavern industry with respect to taxation and tax collection."¹⁴ The court therefore struck down the classification and made it clear that all city licenses could be issued subject to the requirement that delinquent taxes be paid, although a particular type of business may not be singled out for separate treatment.

Ordinances and Resolutions / ORDINANCES AND RESOLUTIONS # 438 Classifying Property for Purposes of Garbage Collection November 1989 / Other Classification Issues

Other Classification Issues

Before concluding, it may be useful to look briefly at two additional related topics: charging tax exempts for garbage collection and making charges based on the type of refuse to be collected.

The *Tavern League* case was discussed in a League opinion which concluded that a city could not establish a user fee for tax exempt sewer customers while other customers would pay only through the property tax.¹⁵

It appears that a municipality's authority to create a classification of tax exempts and charge them differently for waste collection is very questionable. However, if an entity's tax status is not the basis for creating the class, then charges may be made,¹⁶ assuming, of course that the entity does not pay by another method, such as the state's or housing authorities' statutorily authorized in lieu payments.

A municipality could, for example, create a residential collection class to be paid out of the general fund and another class, a "nonresidential," "other" or "commercial/industrial" class for

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which there would be no pickup, or pickup for which a user fee is charged.

Finally, it should be made clear that just as reasonable distinctions may be made between different classes of users, classifications may be made within a class of user with regard to the use. In other words, a municipality may offer routine residential pickup at no charge, but may charge for particular classes of refuse. The city of Wauwatosa, in the ordinance printed in the *Rubin* decision, created a class of "special services" waste removal for wastes not normally removed by the city, with a special charge under sec. 66.60(16) to be levied for the service. In fact, many municipalities take this approach, with charges for large items, in particular "white goods" (i.e. appliances such as washing machines and dryers) common.

In conclusion, although the courts generally give considerable leeway to municipalities in creating legislative classifications, these distinctions must be reasonable and germane to the purpose of the law. It is therefore a good idea for the municipal attorney to review proposed legislation, if he or she has not been involved in the drafting from the beginning. Also, the League has copies of municipal ordinances embodying different approaches to garbage collection which are available upon request, as is the League legal opinion cited in this Comment.

¹ Section 62.11(5), Stats., provides cities with a grant of general power which is as broad as the legislature is capable of enacting. *Hack v. City of Mineral Point*, 203 Wis. 215, 233 N.W. 82 (1931). Section 61.34(1), Stats., grants broad statutory home rule powers to villages in language almost identical to that used in sec. 62.11(5).

² 116 Wis.2d 305, 342 N.W.2d 451 (Ct. App. 1983).

³ 115 Wis.2d 211, 339 N.W.2d 608 (Ct. App. 1983).

⁴ *McQuillin Mun Corp.*, sec. 19.14.10 (3rd. Ed.)(citations omitted).

⁵ *Carpenter*, 339 N.W.2d at 611 (citations omitted).

⁶ *Id.*

⁷ See footnote 4.

⁸ See footnotes 5 and 7.

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⁹ See footnote 4.

¹⁰ *Rubin*, 342 N.W.2d at 457 (citations omitted).

¹¹ *Omernik v. State*, 64 Wis.2d 6, 19, 218 N.W.2d 734, 742 (1974).

¹² See footnote 10. But see *State ex rel. Grand Bazaar Liquors, Inc. v. City of Milwaukee*, 105 Wis.2d 203, 313 N.W.2d 805 (1982). In this case the court rejected Milwaukee's license requirement that liquor stores must receive half of their income from the sale of alcohol. Although the court referred to the applicable tests, it seems to have departed from the law by not upholding the city's arguments. The court, in announcing that it "scrutinize(d) carefully" the ordinance, 313 N.W.2d at 813, apparently did not apply the rational basis test because it was afraid of the effect of the ordinance on small businesses.

Also, where the legislative body does declare a rationale for its action, the presumption of that particular declaration may be overcome and the court might not seek to construct other valid reasons. *Milwaukee Brewers v. Wis. Dept. of HSS*, 130 Wis.2d 79, 387 N.W.2d 254 (1986).

¹³ 131 Wis.2d 477, 389 N.W.2d 54 (Ct. App. 1986).

¹⁴ 389 N.W.2d at 57-58.

¹⁵ Sewerage # 198.

¹⁶ *Grace Episcopal Church v. City of Madison*, 129 Wis.2d 331, 385 N.W.2d 200 (Ct. App. 1986).

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 15

Recommendation: That the Common Council consider a motion to purchase the ProPhoenix Multi-Juris and Net-Motion software along with ProPhoenix consulting services in the amount of \$145,410.00 from ProPhoenix Corp.

Background:

The existing ProPhoenix software was purchased in 2005. With the inclusion of the St Francis in our Dispatch Center operations, Oak Creek needs to upgrade its CAD software from a single city license to a Multi-Juris software license. Also, we need to add a redundant Net-Notion server license and ten (10) client licenses. This proposal includes moving, merging and database integration of both Oak Creek's and St Francis's databases into the new upgraded software.

The cost of this purchase and upgrade is being shared by Oak Creek and St Francis as shown below:

Oak Creek/St Francis Joint Dispatch Data Center Costs			
Software/Resources	Cost	Oak Creek	St Francis
Pro Phoenix Software Multi-Juris Upgrade	\$122,860.00	\$61,430.00	\$61,430.00
Pro Phoenix Software Multi-Juris Upgrade Data Conversion	\$14,800.00	\$7,400.00	\$7,400.00
Net Motion Licenses (\$200 each Squad x 10)	\$7,750.00	\$5,000.00	\$2,750.00
Total	\$145,410.00	\$73,830.00	\$71,580.00

The following table shows the estimated yearly software costs and the contribution breakdown per community:

Estimated Yearly Operating Costs	Estimated Cost	Oak Creek	St Francis
Pro Phoenix Software Support (current OC cost \$45,500)	\$67,064.75	\$45,159.75	\$21,905.00
Net Motion Software (current OC cost \$3000)	\$4,343.75	\$3,656.25	\$687.50
Total	\$71,408.50	\$48,816.00	\$22,592.50

Fiscal Impact: St. Francis will be billed for \$71,580 out of the total cost. Of the Oak Creek share, an estimated \$30,000 will be funded out of the 2014 CEP Technology budget (Project No. 14001), an estimated \$13,000 will be taken out of the 2015 annual IT replacement request and the remaining \$30,000 has been requested in the 2015 CEP program as a new project.

Prepared by:



Caesar Geiger
Information Technology Manager

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller



Dear Mr John Hubert,

ProPhoenix Corporation is committed to providing our customers innovative solutions using today's most current technology. All our products are written using Microsoft's .NET framework giving your agency ultimate flexibility in deployment and system management. Our dedicated staff at ProPhoenix is committed to your success.

I am pleased to submit this proposal for Phoenix Public Safety Software Solution and its related products and services. This proposal contains both summary and detailed pricing, terms, conditions and acceptance criteria.

Total Solution Cost:

	Cost	\$192,910.00
	Discount	\$47,500.00
	Final Proposal Amount	\$145,410.00
Annual Support and Maintenance		\$19,209.75

Thank you for your consideration.

Sincerely,
ProPhoenix Corporation



Cost Summary:

Category	Cost	Discount	Final Price	A.S.M
ProPhoenix Items				
Application Software	\$133,160.00	47,500.00	\$85,660.00	\$15,312.25
Interface	\$12,500.00	-	\$12,500.00	\$1,960.00
Installation	\$13,700.00	-	\$13,700.00	\$0.00
Conversion	\$14,800.00	-	\$14,800.00	\$0.00
Training	\$3,000.00	-	\$3,000.00	\$0.00
Project Management	\$8,000.00	-	\$8,000.00	\$0.00
		ProPhoenix Items total:	137,660.00	17,272.25
Recommended Third Party Items				
3rd Party Software	\$7,750.00	-	\$7,750.00	\$1,937.50
		Recommended Third Party Items total:	7,750.00	1,937.50
Proposal total	\$192,910.00	\$47,500.00	\$145,410.00	\$19,209.75

Note: Discounts are applicable only if the entire proposal is accepted and subject to change if the proposal is modified.



Dear Mr John Hubert,

ProPhoenix Corporation is committed to providing our customers innovative solutions using today's most current technology. All our products are written using Microsoft's .NET framework giving your agency ultimate flexibility in deployment and system management. Our dedicated staff at ProPhoenix is committed to your success.

I am pleased to submit this proposal for Phoenix Public Safety Software Solution and its related products and services. This proposal contains both summary and detailed pricing, terms, conditions and acceptance criteria.

Total Solution Cost:

Cost	\$192,910.00
Discount	\$47,500.00
Final Proposal Amount	\$145,410.00
Annual Support and Maintenance	\$19,209.75

Thank you for your consideration.

Sincerely,
ProPhoenix Corporation



Cost Summary:

Category	Cost	Discount	Final Price	A.S.M
ProPhoenix Items				
Application Software	\$133,160.00	47,500.00	\$85,660.00	\$15,312.25
Interface	\$12,500.00	-	\$12,500.00	\$1,960.00
Installation	\$13,700.00	-	\$13,700.00	\$0.00
Conversion	\$14,800.00	-	\$14,800.00	\$0.00
Training	\$3,000.00	-	\$3,000.00	\$0.00
Project Management	\$8,000.00	-	\$8,000.00	\$0.00
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Proposal total	\$192,910.00	\$47,500.00	\$145,410.00	\$19,209.75

Note: Discounts are applicable only if the entire proposal is accepted and subject to change if the proposal is modified.

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 16

Recommendation: That the Common Council consider a motion to purchase 2 servers and rack rails from GHA Technologies, Inc. in the amount of \$28,274.04 (\$14,137.02 each).

Background:

The Police department and Dispatch center have 10 existing physical Dell servers and 6 virtual servers. With the purchase of these 2 new servers, the IT department is going to create a virtual cluster server configuration (2 servers set up identically and paired together so each server has the same virtual servers on it and can automatically fail over and load balance between units). We will then virtualize most of the remaining physical servers and move them to the new server cluster.

This will eliminate the need for several physical servers, simplify server management and reduce electrical and cooling costs.

The other driving factor is with the consolidation of Oak Creek and St Francis dispatch services we need a more robust failsafe system with automatic failover if a server has problems, needs updates or rebooting. This configuration allows IT to update or patch servers without disrupting the dispatch center or the Police Departments.

The old servers will be repurposed, recycled or used for test boxes.

The above Dell servers were priced by Dell using the State of Wisconsin contract at a cost of \$29,530.94 (\$14,765.47 each). I had the other 2 Dell resellers in the Milwaukee area bid on the servers and rack rails as well. Their prices were:

1. Wilenet LLC. - \$30,624.00 (\$15,312.00 each)
2. GHA Technologies, Inc. - \$30,274.04 (\$15,037.02 each) - \$2,000 GHA buy one get one promotion discount on a second server purchase for a total cost of \$28,274.04 (\$14,137.02 each)

Fiscal Impact: Funding for the project was included in the CEP Technology budget (Project No. 14001).

Prepared by:



Caesar Geiger
Information Technology Manager

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:

A handwritten signature in blue ink, appearing to read "Bridget M. Souffrant", with a long horizontal stroke extending to the right.

Bridget M. Souffrant
CMTW Finance Director / Comptroller



GHA Technologies, Inc.
 REMIT TO: Dept. #2090
 PO Box 29661
 Phoenix, Arizona 85038-9661
 United States
<http://www.gha-associates.com>

Quotation

Date	Oct 2, 2014 3:19 PM CDT
Doc #	769444 - rev 1 of 1
Description	Dell PowerEdge R730 Servers
SalesRep	Mileusnic, Melissa (P) 414-376-5334 (F) 609-482-8523
Customer Contact	Geiger, Caesar (P) (414) 768-6561 cgeiger@oakcreekwi.org

Customer
 City of Oak Creek (CO58265)
 8640 S. Howell Ave.
 Oak Creek, Wisconsin 53154

Bill To
 City of Oak Creek
 Payable, Accounts
 8640 S. Howell Ave.
 Oak Creek, Wisconsin 53154

Ship To
 City of Oak Creek
 Geiger, Caesar
 8640 S. Howell Ave.
 Oak Creek, Wisconsin 53154

Customer PO:
 None

Terms:
 Undefined

Ship Via:
 FedEx Ground

Special Instructions:
 None

Carrier Account #:
 None

Item Description	Part #	Qty	Unit Price	Total
1 Dell PowerEdge R730 2-Intel Xeon E5-2699/192GB RAM/2-60GB SSD HD CTO Config PowerEdge R730 Server, No TPM CTO Config ProSupport Plus: 3 Year Next Business Day Onsite Service No Installation Maintenance Declined US No Canada Ship Charge Risers with up to 3, x8 PCIe Slots + 1, x16 PCIe Slots Broadcom 5720 QP 1Gb Network Daughter Card iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise Chassis with up to 8, 2.5" Hard Drives Bezel Performance BIOS Setting RAID 1 for H330/H730/H730P (2 HDDs or SSDs) PERC H330 RAID Controller Intel® Xeon® E5-2699 v3 2.3GHz,45M Cache,9.60GT/s QPI,Turbo,HT,18C/36T (145W) Max Mem 2133MHz Upgrade to Two Intel® Xeon® E5-2699 v3 2.3GHz,45M Cache,9.60GT/s QPI,Turbo,HT,18C/36T (145W) (12) 16GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width 2133MT/s RDIMMs Performance Optimized (2) 60GB Solid State Drive SATA Boot MLC 6Gbps 2.5in Hot-plug Drive Electronic System Documentation and OpenManage DVD Kit DVD ROM, SATA, Internal ReadyRails™ Sliding Rails With Cable Management Arm Dual, Hot-plug, Redundant Power Supply (1+1), 495W (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America No Operating System No Media Required Thermal Configuration 2 CPU Standard	PowerEdge R730 CTO	2	\$14,991.00	\$29,982.00
2 Dell ReadyRails™ Sliding Rails With Cable Management Arm	RAILS	2	\$146.02	\$292.04
3 GHA Buy, Get One - Option #3	GHA - REBATE	1	\$-2,000.00	\$-2,000.00
Note: GHA-Buy one system configuration and GHA will MATCH and pay for your next system configuration up to \$2000				

Free Ground Shipping.	Subtotal:	\$28,274.04
	Tax (0.000%):	\$0.00
	Shipping:	\$0.00
	Total:	\$28,274.04

Lease Options

\$1 Buyout Option \$1,298.34 / mo. for 24 mos.
\$892.61 / mo. for 36 mos.
\$690.45 / mo. for 48 mos.
\$566.61 / mo. for 60 mos.

Sales tax calculation is estimated and subject to change.

Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

The prices quoted may change due to market conditions beyond our control. GHA cannot be responsible for manufacturer availability or delays. No verbal quotations or promises can be honored unless set forth herein.

Returns Policy: Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. This document shall be governed by the laws of the State of Arizona.

****CONFIDENTIAL - THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY****

CORPORATE OFFICE:
(REMIT PAYMENTS TO THE PO BOX LISTED ABOVE;
NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE)
GHA Technologies, Inc.
8998 E. Raintree Drive
Scottsdale, AZ 85260

City of Oak Creek Common Council Report

Meeting Date: October 7, 2014

Item No.: 17

Recommendation: That the Common Council consider a motion to purchase the upgrade of Wonderware software along with programming services in the amount of \$14,594.00 from Com-Tec Security LLC.

Background:

The existing Wonderware software was purchased and installed as part of the construction of the Police Department in 2003. The software and hardware controls the Police Department security system (electronic door locks, controls, timers etc.). It is installed on a Windows XP PC which is integrated with the electronic control panels.

In the past 2 years the software on the PC has not been operating correctly resulting in doors not locking or unlocking at the correct time requiring logging onto the PC and manually forcing the software to operate correctly. On October 1st the PC crashed and required a hard reset. With the sunset of support for Windows XP and lack of security fixes/upgrades, now is a good time to move the upgraded Wonderware software to a new PC with a current operating system. To save money the IT department will supply a PC rather than use the one in the Com-Tec quote at \$1012.00.

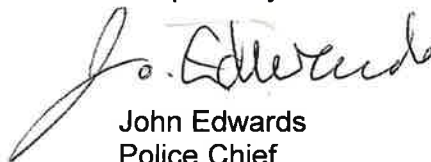
Fiscal Impact: Funding for the project will come from the Police Department operating account # 60620.

Prepared by:



Caesar Geiger
Information Technology Manager

Respectfully submitted:



John Edwards
Police Chief

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator



Com-Tec Security, LLC
W6484 Design Drive, Suite A
Greenville, WI 54942
Ph. (920) 749-2840
Fax (920) 749-2848

January 13, 2014

Attn: Dick Kulka
Oak Creek Police Department
441 Ryan Road
Oak Creek WI 53154

RE: Upgrading Controls PC and Wonderware control and Logging software

PROPOSAL:

Wonderware and Control PC upgrade: Provide new Windows 7 PC and convert the current Wonderware 7.1 to version 10.5, also upgrade the existing logging software to a browser based configuration with longer record time capabilities.

Material: \$4,387.00

Replace PC with new Windows 7 PC and 22" monitor - \$1012.00

Upgrade Wonderware licenses - \$3375.00

Labor: \$11,219.00

Engineering time to convert Wonderware control and logging application \$9419.00

Installation and testing onsite \$1800.00

Cost \$15,606.00.

Please forward any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Kloes".

Jason Kloes
Customer Service Manager
Com-Tec Security, LLC
Ph. 920-749-2840 x134
Fax 920-882-8835
Email: jason.kloes@com-tecsecurity.com