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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

MONDAY, APRIL 6, 2015
AT 6:30 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: 3/17/15, 3/30/15

Recognition

4. **Resolution:** Consider Resolution No. 11606-040615, Appreciation to Barbara Dailey, Account Clerk II (by Committee of the Whole).

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

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

5. **Rezone:** Consider a request by the City of Oak Creek to rezone a portion of the property located at 9770 S. 20th St. from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development.
6. **Ordinance:** Consider Ordinance No. 2760, to rezone a portion of the property located at 9770 S. 20th St., from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development (6th District).

New Business

MAYOR & COMMON COUNCIL

7. **Resolution:** Consider Resolution No. 11607-040615, authorizing Mayor Scaffidi to send a letter opposing elimination of personal property taxes to local State Legislators and Leadership (by Committee of the Whole).
8. **Resolution:** Consider Resolution No. 11605-040615, approving an Intergovernmental Agreement for purchase of new election equipment between Milwaukee County and the City of Oak Creek, documenting cost-sharing pertaining to the purchase of Standardized Election Equipment (by Committee of the Whole).

9. **Motion:** Consider a *motion* to purchase a Next Generation (NG) 911 Phone System (six (6) dispatch stations) from AT&T Global Services, Inc., in the amount of \$173,333.64 (by Committee of the Whole).
10. **Motion:** Consider a *motion* to approve the recommendation of the Police and Fire Departments, authorizing the City of Oak Creek to enter into a 15-year Intergovernmental Agency Agreement with Milwaukee County for a digital radio system (by Committee of the Whole).
11. **Motion:** Consider a *motion* to approve the 2015 Vendor Summary Report in the amount of \$2,658,771.15 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

12. **Ordinance:** Consider *Ordinance* No. 2761, approving a Conditional Use Permit for the property at 150 W. Town Square Way for a restaurant with drive-through facility, incorporating conditions and restrictions (2nd District).
13. **Resolution:** Consider *Resolution* No. 11604-040615, authorizing the dissolution of Tax Incremental Financing District No. 9 (1st District).

LICENSE COMMITTEE

The License Committee did not meet prior to the 4/6/15 meeting. Tentative recommendations are as follows:

14. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Michael R. Peterson, 5425 S. Menard Dr., New Berlin (Community Center)
 - Jennifer M. Helstowski, 11100 W. Janesville Rd., Hales Corners (Buffalo Wild Wings)
 - Cynthia M. Swinhart, 1107 Marshall Ave., South Milwaukee (Pick 'n Save - 27th St.)
 - Jason A. Horgen, 3531 96th Ave., Kenosha (Pick 'n Save - 27th St.)
 - Carol L. Hink, 3731 S. 55th St., Milwaukee (Pick 'n Save - 27th St.)
 - Brooke L. Collins, 914 S. 103rd St., West Allis (Legion Post)
 - Sabrina A. Siekert, 6223 W. Cold Spring Rd., Greenfield (Legion Post)
 - Lindsey M. Voisin, 302 E. Wynbrook Dr., Oak Creek (Fairfield Inn & Suites)
 - Larissa H. Harrison, 3735 E. Holmes Ave., Cudahy (7-Eleven)
 - Amber L. Karwoski, 525 E. Potter Ave., Milwaukee (Fairfield Inn & Suites)
 - Regina Johnson, 7900 Harwood Ave., Wauwatosa (Comfort Suites)
 - Leticia G. Espinoza-Tijerina, 1670 S. 11th St., Milwaukee (7-Eleven)
 - Dawn M. Sherman, 185 W. Rainbow Ridge, Oak Creek (Erv's)
 - Stephanie M. Feest, 2117 W. Grays Ln., Oak Creek (Jim Dandy's)
15. **Motion:** Consider a *motion* to grant a Change of Agent to The Noodle Shop Co. – Colorado, Inc., from Keri Hesselbein to Grant G. Ehlert, 4764 N. 54th St., Milwaukee (by Committee of the Whole).
16. **Motion:** Consider a *motion* to grant a Transient Merchant license to TruGreen, N8 W22550 Johnson Dr., Waukesha, WI, and the following salesperson (*favorable background report received*):
 - Mark Kisting, 2792 Brooks Ct., East Troy
 - Ryan Meissner, 2657 S. 94th St., West Allis

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

RESOLUTION 11606-040615

APPRECIATION TO
BARBARA DAILEY
ACCOUNT CLERK II

WHEREAS, BARBARA DAILEY was hired full time as an Account Clerk I for the Treasurer’s Office for the City of Oak Creek on November 15, 1999 and was appointed as a full time Account Clerk II for the City of Oak Creek on January 1, 2006 and was transferred as an Account Clerk II from the Treasurer’s Department to the Clerk’s (Finance) Department on February 13, 2008; and

WHEREAS, BARBARA DAILEY, Account Clerk II, is resigning effective April 3, 2015, after 15 years, 3 months, and 3 days of dedicated service to the City of Oak Creek; and

WHEREAS, over her 15 years, 3 months, and 3 days of service, BARBARA DAILEY has witnessed and participated in the growth of the City of Oak Creek; and

WHEREAS, BARBARA DAILEY, has witnessed and participated in the many changes in the Treasurer’s Office and Finance Department; and

WHEREAS, BARBARA DAILEY has successfully reviewed, completed, and processed an estimated 148 accounts payable runs, endless timecard entry for payroll, and too many journal entries to count for the City of Oak Creek; and

WHEREAS, BARBARA DAILEY, has carried out her duties as an Account Clerk II in a professional and courteous manner and has always worked with the City department heads, employees and the public in a warm, friendly, and helpful manner; and

WHEREAS, BARBARA DAILEY, has been an outstanding representative of the City of Oak Creek; and

WHEREAS, BARBARA DAILEY, will be truly missed by all with whom she has had contact with over the last 15 years, 3 months, and 3 days, and the City of Oak Creek has benefitted tremendously from BARBARA DAILEY’S tireless dedication and many contributions, having devoted countless hours to the City each year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere appreciation and gratitude be extended to BARBARA DAILEY for her many years of dedicated and faithful service to the City of Oak Creek and that the best wishes for good health and happiness be extended to BARBARA DAILEY and her family on her early retirement.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to BARBARA DAILEY.

Passed and adopted this 6th day of April, 2015.

President, Common Council

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

TO BE PUBLISHED MARCH 12 & 19, 2015

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE: The purpose of this public hearing is to consider a request by The City of Oak Creek to rezone a portion of the property located at 9770 S. 20th St. from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development.

Hearing Date: Monday, April 6, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: City of Oak Creek
Property Owner: Triwire 2, LLC
Property Location: 9770 S. 20th St.
Tax Key(s): 903-9041-000

Legal Description:

Lot 1 of CSM 623, more particularly described as:

Part of the NE ¼ and NW ¼ of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the NE corner of said NW ¼ Section; thence S 0°09'12" E along the east line of said NW ¼ 1377.00 feet; thence S 89°50'48" E 50.00 feet; thence S 22°49'35.5" W 480.96 feet to the place of beginning of the lands to be described; thence S 43°15'48" E 170.00 feet; thence N 46°44'12" E 40.00 feet; thence S 43°15'48" E 100.00 feet; thence S 46°44'12" W 100.00 feet; thence N 43°15'48" W 100.00 feet; thence N 46°44'12" E 40.00 feet; thence N 43°15'48" W 170.00 feet to a point on a curve; thence northeasterly 20.00 feet along the arc of a curve (having a radius to the north 615.97 feet and a chord of which bears N 46°44'12"E 20.00 feet to the point of beginning.

The Common Council has scheduled other public hearings April 6, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 768-6527 during regular business hours.

Date of Notice: February 26, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferable 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 South Howell Avenue, Oak Creek, Wisconsin 53154.

City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 6

Recommendation: That the Council adopts Ordinance No. 2760, which would rezone a portion of the property located at 9770 S. 20th St. from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development.

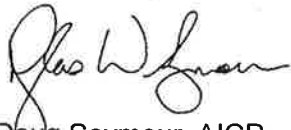
Background: The City of Oak Creek is requesting that a portion of the property at 9770 S. 20th St. be rezoned from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development. Part of this property was acquired by Black Bear Bottling from the Oak Creek Water and Sewer Utility and combined with the existing warehouse and bottling facility via Certified Survey Map. However, the property was not rezoned at that time to match the M-1 (PUD), Manufacturing Planned Unit Development zoning on the property.

The proposal is intended to correct that oversight so that all of the property at 9770 S. 20th St. is zoned M-1 (PUD), Manufacturing Planned Unit Development.

The Plan Commission has reviewed this request and determined that the proposed rezone is appropriate for the area. Therefore, the Plan Commission recommends that the Common Council approve of the proposed rezone request.

Fiscal Impact: The consolidation (and subsequent rezoning of) this parcel allows for the expansion of an existing business within Tax Incremental District No. 7 which has a positive impact on cash flow within the district.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

ORDINANCE NO. 2760

By: _____

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY AT 9770 S. 20TH ST.
FROM I-1, INSTITUTIONAL TO M-1 (PUD), MANUFACTURING PLANNED UNIT
DEVELOPMENT

(6th Aldermanic District)

WHEREAS, the City of Oak Creek has applied for a rezoning of a portion of the property located at 9770 S. 20th St. (Tax Key No. 903-9041-000) from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development.

WHEREAS, the property is more precisely described as follows:

Lot 1 of CSM 623, more particularly described as:

Part of the NE ¼ and NW ¼ of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the NE corner of said NW ¼ Section; thence S 0°09'12" E along the east line of said NW ¼ 1377.00 feet; thence S 89°50'48" E 50.00 feet; thence S 22°49'35.5" W 480.96 feet to the place of beginning of the lands to be described; thence S 43°15'48" E 170.00 feet; thence N 46°44'12" E 40.00 feet; thence S 43°15'48" E 100.00 feet; thence S 46°44'12" W 100.00 feet; thence N 43°15'48" W 100.00 feet; thence N 46°44'12" E 40.00 feet; thence N 43°15'48" W 170.00 feet to a point on a curve; thence northeasterly 20.00 feet along the arc of a curve (having a radius to the north 615.97 feet and a chord of which bears N 46°44'12"E 20.00 feet to the point of beginning.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on April 6, 2015 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and with the favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned from I-1, Institutional to M-1 (PUD), Manufacturing Planned Unit Development and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 6th day of April, 2015

President, Common Council

Approved this 6th day of April, 2015

Mayor

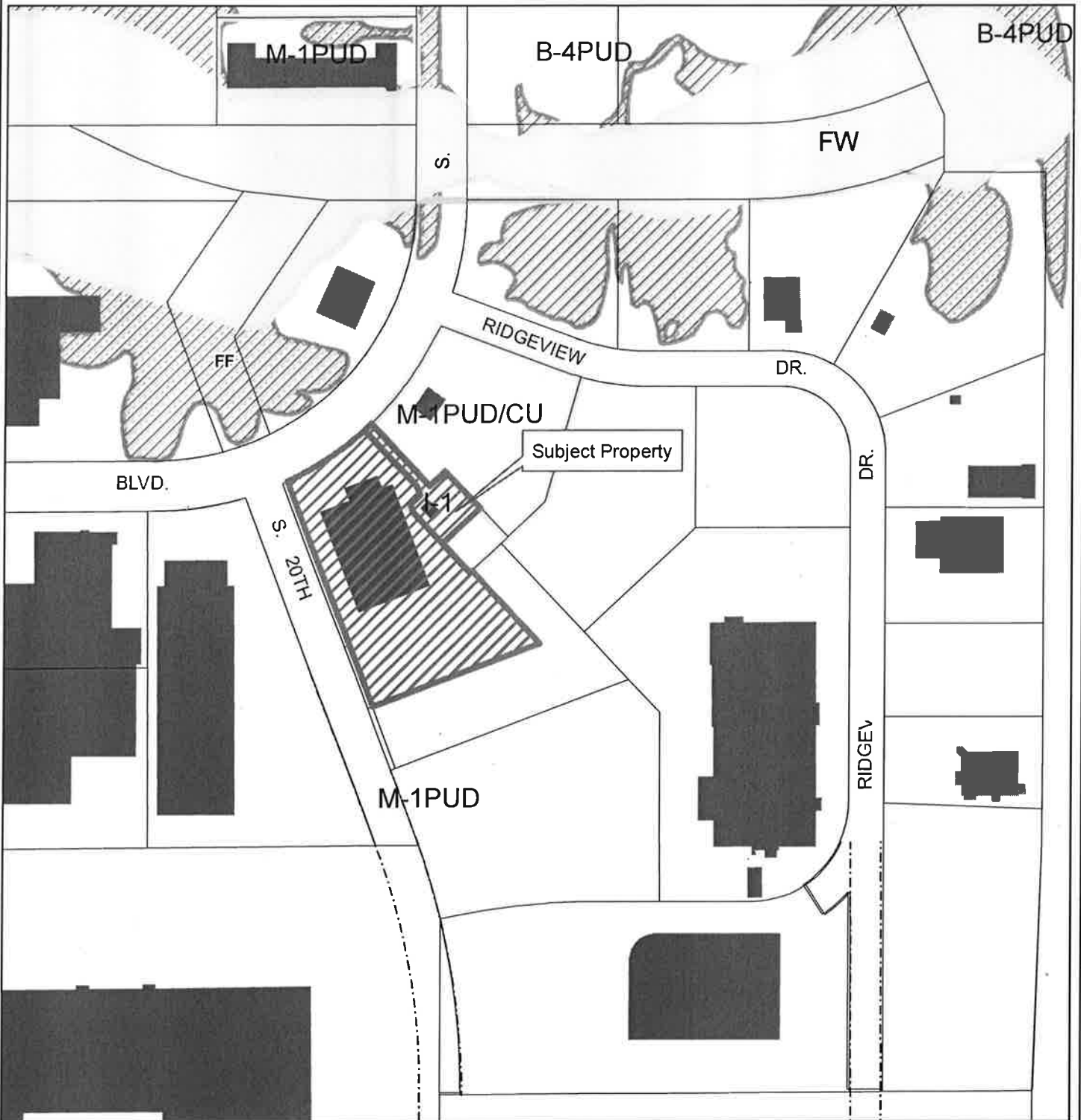
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

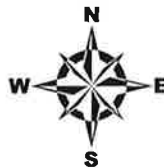
Location Map

9770 S. 20th Street



OAKCREEK
— WISCONSIN —

Department of Community Development



City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 7

Recommendation: That the Common Council approve attached Resolution 11607-040615 and authorize Mayor Scaffidi to send the attached letter to local State Legislators and Leadership.

Background: Rep. Kulp (R-Stratford) and Sen. Tiffany (R-Hazelhurst) announced they are seeking co-sponsors for a bill, LRB 1183/LRB 2009, they plan to introduce phasing out the personal property tax by 2020. The draft legislation provides no payments to municipalities to make-up for the elimination of personal property taxes. In addition, the bill eliminates the computer aid payment that the state has been making to municipalities since the state exempted computers from the personal property tax in 2001.

On Friday, the League and the Wisconsin Counties Association distributed a joint memo to all state legislators explaining the negative ramifications of eliminating the personal property tax without providing aid to municipalities to make up for the lost tax base. The main impact will be to shift more of the property tax burden onto homeowners, who already pay 70% of the statewide property tax levy. The bill if enacted would also negatively impact TIF districts across the state.

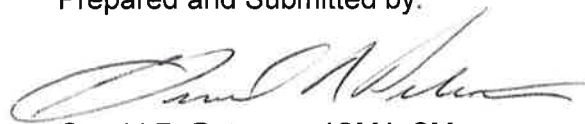
Attached is Resolution #11607-040615 and a letter which has been drafted to represent the City of Oak Creek's position on this issue. The Council should review and approve the Resolution and authorize sending the attached letter to local state legislation and leadership.

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. 11607-040615

BY: _____

OPPOSING ELIMINATION OF PERSONAL PROPERTY TAXES

WHEREAS, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

WHEREAS, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

WHEREAS, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

WHEREAS, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

WHEREAS, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

WHEREAS, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts; and

WHEREAS, in the City of Oak Creek, the loss of computer aid payment for exempt computers would mean \$101,535 less for the City's General Fund and \$57,747 less for the City's TIDs, for a total decrease in state aid payments of \$159,282; and

WHEREAS, in the City of Oak Creek, the shift to residential homeowners would be \$618,049 for just the City portion of property taxes and the resulting estimated assessed tax rate increase will be \$0.87 per \$1,000 valuation or \$174 of a home valued at \$200,000.

NOW THEREFORE BE IT RESOLVED, that the City of Oak Creek opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.

Passed and adopted this _____ day of April, 2015.

Passed and adopted this _____ day of April, 2015.

President, Common Council

Approved this _____ day of April, 2015.

Mayor

Attest:

City Clerk

Vote: Ayes _____ Noes _____



March 30, 2015

As the legislature considers new legislation which would eliminate exempt computer aids to cities, towns, and villages throughout the state, as well as a phased elimination of personal property tax, the City of Oak Creek asks you to consider the impacts of these actions on local governments. Our City Council intends to hold each of you accountable for the actions taken and we intend to communicate this clearly to our residents and businesses. As regards the proposal to eliminate exempt computer aids, the impact to the City of Oak Creek for this would be a loss of \$101,535 in the City's general fund as well as \$57,747 lost in our various active TIF districts, totaling lost revenues of \$159,282.

The phase out of personal property taxes would have a financial impact of \$618,049. Under your proposal, the City could elect to eliminate from its tax collections the personal property tax which has historically been paid by businesses. Doing so would require the equivalent reduction of four public safety positions or between six and nine other positions throughout the City. We are already operating on significantly reduced staffing levels with no commensurate reduction in expectations from the public based on your permanent property levy freeze and reduction in other shared revenues which have occurred over the last five years. Our other option would be to shift these revenues previously paid by the business community to homeowners in the City. We do not believe this shift makes for good public policy nor is it in unison with your previous actions of holding the line in taxes for residents.

Instead, we can agree to the elimination of exempt computer aids and personal property taxes provided we can be made whole through another easy to administer and collect funding source which we would leave to negotiations between the Assembly, League of Wisconsin Municipalities, and Wisconsin Counties Association.

Sincerely,

Stephen Scaffidi
Mayor



TO: Members of the Wisconsin State Legislature

FROM: Curt Witynski, Assistant Director, League of Wisconsin Municipalities
Kyle Christianson, Wis. Counties Assoc., Dir. of Government Affairs

DATE: March 20, 2015

SUBJECT: Eliminating the Personal Property Tax (LRB-1183 / LRB-2009)

Representative Kulp and Senator Tiffany are seeking co-sponsors to a bill they plan on introducing that would eliminate both the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment. Significantly, the proposed legislation provides no payments to local governments to compensate for the reduced tax base. The legislation, if enacted, will result in more of the property tax burden being shifted to homeowners. Both the Wisconsin Counties Association (WCA) and the League of Wisconsin Municipalities (LWM) ask that you carefully consider the following facts about the negative impact of this bill on homeowners and local government services before signing on. At a minimum, the loss in local tax revenue and tax shift must be addressed before moving forward with this legislation.

Negative ramifications of eliminating the personal property tax without a state payment holding local governments harmless:

1. The total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million.
2. The state has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year. The total payment for 2015 is set at \$83.8 million.
3. Elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who already pay 70% of the statewide property tax levy. How much more?
 - a. According to Legislative Fiscal Bureau (LFB) testimony, the share of net property taxes borne by residential property owners would increase on average by two percentage points statewide. The net tax bill on a median

valued home taxed at statewide average tax rates would increase from \$2,926 to \$3,006 or by \$80 (2.7%). Remember, this is the median. It will be higher in many communities, where most taxable personal property exists.

4. The impact of eliminating the personal property tax will be greatest in cities and villages where most of the personal property tax base is located. 82% of the state's personal property tax base is located in cities and villages. Consequently, city and village residential home owners will bear most of the burden of the tax shift. For example, in the City of Fond du Lac this would result in the loss of \$127,669,520 in the City's property tax base, representing 4.9% of the City's total taxable property tax base. The results would be a shift of \$1,516,494 for just the City's portion of property taxes from the personal property taxpayers to other classes of property taxpayers, primarily residential taxpayers (63% of the total). Also, the loss of the state aid for exempt computers would mean \$253,604 less in Fond du Lac's general fund and \$12,099 less for its TIF districts (for a total of \$265,703).
5. Fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts. TIF districts, with only a few exceptions, are exclusively located in cities and villages.
6. When the Legislature has exempted large amounts of personal property in the past, it has typically offset the reduction in the property tax base and avoided a tax shift by reimbursing local governments the lost tax revenue. The tax shifting and the tax increase for homeowners discussed above could be avoided if repeal of the personal property tax was paired with an expansion of the current aid payment for computers and related property. Under this scenario, rather than shifting the personal property taxes to residential home owners, the state would make annual payments to local governments (totaling \$268 million based on 2013(14) values and rates) to compensate them for the lost tax base.

Thanks for considering our comments and concerns about LRB 1183 and LRB 2009.

Curt Witynski
Assistant Director
League of Wisconsin Municipalities
(608) 267-3294
witynski@lwm-info.org

Kyle C. Christianson
Director of Government Affairs
Wisconsin Counties Association
608.663.7188
christianson@wicounties.org



To: Members of the Wisconsin Legislature
From: Tom Larson, Senior Vice President of Legal and Public Affairs
Date: March 23, 2015
Subject: Eliminating the Personal Property Tax (LRB—1183/LRB-2009)

The Wisconsin REALTORS® Association (WRA) generally supports efforts to reduce or eliminate the tax burden on Wisconsin businesses and families, but not by shifting this tax burden onto Wisconsin homeowners.

By eliminating the personal property tax without identifying an alternative source of revenue to fund local services and programs, LRB-1183/LRB-2009 will result in a \$270 million¹ tax shift onto homeowners and other owners of real property. Moreover, as currently drafted, LRB-1183/LRB-2009 would do the following:

Violate Governor Walker's property tax pledge. Governor Walker has made property tax reform one of his top priorities and, in so doing, has pledged to make property taxes lower in 2018 than they were in 2014.² By eliminating the personal property tax without identifying an alternative revenue source, LRB-1183/LRB-2009 would violate Governor Walker's pledge by increasing property taxes for homeowners and other owners of real property by \$270 million.

Increase property taxes for the average homeowner by approximately \$80/year. According to an analysis by the Wisconsin Legislative Fiscal Bureau, eliminating the personal property tax without identifying an alternative funding source will increase property taxes for the average price home by \$80 per year.³ This results in a 2.7% property tax increase for the average-priced home (\$147,989).

Worsen Wisconsin's ranking as one of the highest property taxed states in the country for homeowners. Wisconsin is consistently ranked among the worst states in the country for property taxes. For example, according to a recent article in USA Today, Wisconsin ranks #4 in

¹ See Wisconsin Legislative Fiscal Bureau's memo, "General Information on the Property Tax on Personal Property," dated June 30, 2014, page 3. (Note – The Wisconsin Department of Revenue estimates that the total amount of personal property taxes collected in 2014 was approximately \$290,000. See "Town, Village, and City Taxes – 2013, Taxes Levied 2013-Collected 2014," Table II, page T-2, Wisconsin Department of Revenue, Division of State and Local Revenue, Bureau of Local Government Services.)

² See Governor Walker's State of the State Address to the 2015 Wisconsin Legislature, January 13, 2015.

³ See Wisconsin Legislative Fiscal Bureau's memo, "General Information on the Property Tax on Personal Property," dated June 30, 2014, page 5, table 2.

the country with respect to the property taxes as a percentage of home value.⁴ By increasing taxes for homeowners and other owners of real property by \$270 million, Wisconsin's ranking among the highest property taxed states for homeowners will only get worse.

Reverse the great work by the Wisconsin Legislature in recent years to reduce property taxes for homeowners. During the 2013-14 legislative session, the Wisconsin Legislature reduced property taxes by \$506 million for homeowners and other owners of real property.⁵ As a result, the average homeowner's property taxes decreased by approximately \$131 last year.⁶ For the first time in decades, many property owners saw a significant decrease in their property taxes. By increasing property taxes for homeowners and other owners of real property by \$270 million, LRB-1183/LRB-2009 would reverse the significant property tax reforms passed by the legislature last session.

The WRA applauds the efforts by the bill authors, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst), to reduce the tax burden for businesses in Wisconsin. The personal property tax is an onerous tax for businesses and administrative headache for those who administer it. However, eliminating this tax by increasing taxes on homeowners and other owners of real property is not the answer.

Accordingly, until the loss of revenue from eliminating the personal property tax can be addressed without creating a shift onto homeowners and other owners of real property, the WRA respectfully requests that you (a) not co-sponsor and (b) vote against LRB-1183/LRB-2009.

If you have questions or comments, please contact Tom Larson (tlarson@wra.org) or Joe Murray (jmurray@wra.org) at (608) 241-2047.

⁴ <http://www.usatoday.com/story/money/personalfinance/2015/03/21/cheat-sheet-high-property-taxes/24990145/>

⁵ See 2013 Wis. Act 46 and 2013 Wis. Act 145.

⁶ See Wisconsin Legislative Fiscal Bureau's memo, "Property Tax Bill Estimates Under January 2014 Special Session Proposal," dated January 28, 2014, page 2.



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-1183/1
JK:kjf:cs

2015 BILL

1 **AN ACT** *to repeal* 20.835 (1) (e), 79.095, 121.06 (4) and 121.90 (2) (am) 2.; *to*
2 *amend* 70.11 (39), 70.17 (1), 73.06 (3), 121.004 (6), 121.15 (4) (a), 174.06 (5),
3 174.065 (3), 174.08 (1), 198.10 (1) and 200.13 (2); and *to create* 70.135 of the
4 statutes; **relating to:** eliminating the personal property tax.

Analysis by the Legislative Reference Bureau

This bill eliminates the property tax on personal property beginning in 2020. The bill also eliminates, in 2016, the state aid payments to taxing jurisdictions based on the value of computers and computer-related equipment that are exempt from the personal property tax and that are located in the taxing jurisdictions.

Under the bill, personal property placed in service on or after January 1, 2016, is not subject to the property tax. Personal property placed in service before January 1, 2016, is subject to the property tax based on the actual depreciated value of the property.

Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax. Under the bill, real property that was assessed as personal property prior to January 1, 2020, will be assessed as real property and real property placed in service on or after January 1, 2020, that would have been assessed as personal property prior to that date will be assessed as real property.

Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

BILL

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 20.835 (1) (e) of the statutes is repealed.

2 **SECTION 2.** 70.11 (39) of the statutes is amended to read:

3 70.11 **(39)** COMPUTERS. If the owner of the property fulfills the requirements
4 under s. 70.35, mainframe computers, minicomputers, personal computers,
5 networked personal computers, servers, terminals, monitors, disk drives, electronic
6 peripheral equipment, tape drives, printers, basic operational programs, systems
7 software, and prewritten software. The exemption under this subsection does not
8 apply to custom software, fax machines, copiers, equipment with embedded
9 computerized components or telephone systems, including equipment that is used
10 to provide telecommunications services, as defined in s. 76.80 (3). ~~For the purposes~~
11 ~~of s. 79.095, the exemption under this subsection does not apply to property that is~~
12 ~~otherwise exempt under this chapter.~~

13 **SECTION 3.** 70.135 of the statutes is created to read:

14 **70.135 Personal property tax; sunset.** (1) Personal property placed in
15 service on or after January 1, 2016, is not subject to the property tax imposed under
16 this chapter.

17 (2) Subject to the exemptions under ss. 70.11 and 70.111, personal property
18 placed in service before January 1, 2016, is subject to the property tax imposed under
19 this chapter based on the property's depreciated value as reported under s. 70.35 or
20 as determined by the department of revenue.

BILL

1 **(3)** Beginning with the assessments as of January 1, 2020, no personal property
2 is subject to the property tax imposed under this chapter, except that real property
3 that was assessed as personal property prior to January 1, 2020, and real property
4 that is placed in service on or after January 1, 2020, that would have been assessed
5 as personal property prior to January 1, 2020, shall be assessed as real property.

6 **SECTION 4.** 70.17 (1) of the statutes is amended to read:

7 70.17 (1) Real property shall be entered in the name of the owner, if known to
8 the assessor, otherwise to the occupant thereof if ascertainable, and otherwise
9 without any name. The person holding the contract or certificate of sale of any real
10 property contracted to be sold by the state, but not conveyed, shall be deemed the
11 owner for such purpose. The undivided real estate of any deceased person may be
12 entered to the heirs of such person without designating them by name. The real
13 estate of an incorporated company shall be entered in the same manner as that of an
14 individual. Improvements on leased lands ~~may, including all permanent fixtures,~~
15 shall be assessed either as real property or personal property, but leased lands are
16 not subject to liens for any unpaid taxes on the improvements.

17 **SECTION 5.** 73.06 (3) of the statutes is amended to read:

18 73.06 (3) The department of revenue, through its supervisors of equalization,
19 shall examine and test the work of assessors during the progress of their assessments
20 and ascertain whether any of them is assessing property at other than full value or
21 is omitting property subject to taxation from the roll. The department and such
22 supervisors shall have the rights and powers of a local assessor for the examination
23 of persons and property and for the discovery of property subject to taxation. If any
24 property has been omitted or not assessed according to law, they shall bring the same
25 to the attention of the local assessor of the proper district and if such local assessor

BILL**SECTION 5**

1 shall neglect or refuse to correct the assessment they shall report the fact to the board
2 of review. If it discovers errors in identifying or valuing property that is exempt
3 under s. 70.11 (39) or (39m), the department shall change the specification of the
4 property as taxable or exempt and shall change the value of the property. All
5 disputes between the department, municipalities and property owners about the
6 taxability or value of property ~~that is reported under s. 79.095 (2) (a) that is exempt~~
7 under s. 70.11 (39) or (39m) or of the property under s. 70.995 (12r) shall be resolved
8 by using the procedures under s. 70.995 (8).

9 **SECTION 6.** 79.095 of the statutes is repealed.

10 **SECTION 7.** 121.004 (6) of the statutes is amended to read:

11 121.004 (6) NET COST. The "net cost" of a fund means the gross cost of that fund
12 minus all nonduplicative revenues and other financing sources of that fund except
13 property taxes, and general aid, ~~and aid received under s. 79.095 (4)~~. In this
14 subsection, "nonduplicative revenues" includes federal financial assistance under 20
15 USC 236 to 245, to the extent permitted under federal law and regulations.

16 **SECTION 8.** 121.06 (4) of the statutes is repealed.

17 **SECTION 9.** 121.15 (4) (a) of the statutes is amended to read:

18 121.15 (4) (a) In this subsection, "state aid" has the meaning given in s. 121.90
19 (2) ~~except that it excludes aid paid to school districts under s. 79.095 (4)~~.

20 **SECTION 10.** 121.90 (2) (am) 2. of the statutes is repealed.

21 **SECTION 11.** 174.06 (5) of the statutes is amended to read:

22 174.06 (5) RECORDS. The listing official shall enter ~~in the records for personal~~
23 ~~property assessments, or~~ in a separate record, all dogs in the district subject to tax,
24 to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or

BILL

1 unneutered, breed and color of each dog. The listing official shall make in triplicate
2 a list of the owners of all dogs assessed.

3 **SECTION 12.** 174.065 (3) of the statutes is amended to read:

4 174.065 (3) COLLECTION OF DELINQUENT DOG LICENSE TAXES. Delinquent dog
5 license taxes may be collected in the same manner as provided for small claims in s.
6 74.55 and ch. 799 ~~for the collecting of personal property taxes.~~

7 **SECTION 13.** 174.08 (1) of the statutes is amended to read:

8 174.08 (1) Except as provided in sub. (2), every collecting official shall pay all
9 dog license taxes to the town, village, or city treasurer or other tax collecting officer
10 who shall deduct any additional tax that may have been levied by the municipal
11 governing body and pay the remainder to the county treasurer at the time settlement
12 is made with the county treasurer for collections of ~~personal~~ property taxes, and shall
13 at the same time report in writing to the county clerk the licenses issued. The report
14 shall be in the form prescribed by the department, and the forms shall be furnished
15 by the county clerks.

16 **SECTION 14.** 198.10 (1) of the statutes is amended to read:

17 198.10 (1) TAXABLE PROPERTY, TAXES. All real property situated in ~~and all~~
18 ~~personal property the situs of which for purposes of general property taxation is in~~
19 the district shall be subject to taxation in and by the district for a direct annual tax
20 sufficient to pay the interest on any indebtedness of the district, and to pay and
21 discharge the principal of the indebtedness within 20 years from the time of
22 contracting the indebtedness.

23 **SECTION 15.** 200.13 (2) of the statutes is amended to read:

24 200.13 (2) TAX LEVY. The commission may levy a tax upon the taxable property
25 in the district as equalized by the department of revenue for state purposes for the

BILL**SECTION 15**

1 purpose of carrying out and performing duties under this subchapter but the amount
2 of any such tax in excess of that required for maintenance and operation and for
3 principal and interest on bonds or promissory notes shall not exceed, in any one year,
4 one mill for each dollar of the district's equalized valuation, as determined under s.
5 70.57. The tax levy may be spread upon the respective ~~real estate and personal~~
6 property tax rolls of the city, village and town areas included in the district taxes, and
7 shall not be included within any limitation on county or municipality taxes. Such
8 moneys when collected shall be paid to the treasurer of such district.

9 **SECTION 16. Initial applicability.**

10 (1) This act first applies to the property tax assessments as of January 1, 2016.

11 **SECTION 17. Effective date.**

12 (1) This act takes effect on January 1, 2016.

13

(END)

City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 8

Recommendation: That the Council adopt Resolution No. 11605-040615, a Resolution Approving an Intergovernmental Agreement for Purchase of New Election Equipment between Milwaukee County and the City of Oak Creek Documenting Cost-Sharing Pertaining to the Purchase of Standardized Election Equipment.

Background: Attached are copies of a Memorandum of Understanding between Milwaukee County and the City of Oak Creek, (Exhibit A) pertaining to proposed cost sharing to purchase new voting machines and accompanying software to standardize election equipment. The cost sharing model in the proposed MOU is based on the Milwaukee County Board's endorsement and approval of the 2015 Milwaukee County budget. To date, there has not been an agreement on the sharing of costs, requiring the Intergovernmental Agreement at this time.

The County has agreed to make an initial investment in the purchase of new election equipment, paying 70% of costs, with the City reimbursing the County 30% of the costs. A complete analysis of costs is attached to this report for your review. (Exhibit B)

The City Clerk has attended the Public Policy Forum initiative meetings over the past two years, and agrees that it is in the best interest of the City of Oak Creek to forward this agreement for approval by the Common Council.

It is anticipated that the City of Oak Creek would need to purchase new equipment towards year 2020 at a cost well above \$60,000.00. At this time, the US Census would determine the City of Oak Creek population greater than 35,000. This would then require the City to conduct voting by Ward, rather than District. The election equipment used today would not meet this need. This agreement and purchase of equipment this year will sustain the City for at least 15 years and beyond.

The County will purchase the equipment in 2015, requiring payments from the City in years 2016 – 2018. New election equipment will be utilized in 2016 Spring Elections.

Fiscal Impact: Detailed cost estimates are provided as an addendum to this report. Oak Creek's estimated cost of \$21,375.26 will be reduced through a grant the City Clerk applied for and was granted for accessible equipment, as well as a trade in value for existing equipment. The total costs for new voting equipment is \$14,205.26. The first payment would be on March 1, 2016, to be paid in full in three installments.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted,

Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTFW
Finance Director/Comptroller

RESOLUTION NO. 11605-040615

BY: _____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OAK CREEK AND MILWAUKEE COUNTY PERTAINING TO THE PURCHASE OF STANDARDIZED ELECTION EQUIPMENT

WHEREAS, the City of Oak Creek and Milwaukee County have been working together to implement a unified, efficient, and cost-effective vote counting and reporting system; and

WHEREAS, both parties agree that the Intergovernmental Agreement for the purchase of new election equipment is in the best interest of the residents of Milwaukee County and the City of Oak Creek. The County and the City of Oak Creek agree that the County shall purchase the election equipment from a vendor selected by the County. The City of Oak Creek agrees to a cost sharing set forth in the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement for Purchase of New Election Equipment Between the City of Oak Creek and Milwaukee County Documenting Cost-Sharing Pertaining purchase of new election equipment is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk, City Attorney and the Finance Director 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 6th day of April, 2015.

Passed and adopted this _____ day of _____, 2015.

Kenneth Gehl, Common Council President

Approved this _____ day of _____, 2015.

Stephen Scaffidi, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**INTERGOVERNMENTAL AGREEMENT FOR
PURCHASE OF NEW ELECTION EQUIPMENT**

This Intergovernmental Agreement ("Agreement") is made by and between Milwaukee County ("County"), and the Town/City/Village of OAK CREEK ("Municipality"), pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Milwaukee County Board has endorsed and approved via the 2015 Milwaukee County budget the purchase of new voting machines and accompanying software to standardize election equipment; and

WHEREAS, the Milwaukee County Board's endorsement and approval further contemplates the City of Milwaukee providing all Milwaukee County municipalities with cost effective election equipment programming services; and

WHEREAS, the County has agreed to make an initial investment in the purchase of new election equipment not to exceed \$1,886,563.00; and

WHEREAS, the Municipality has agreed that it will reimburse the County for thirty percent (30%) of the cost of election equipment allocated to the Municipality pursuant to this Agreement; and

WHEREAS, the County and the Municipality agree that the County shall purchase the election equipment from a vendor selected by the County at a future date; and

WHEREAS, the Municipality has agreed to pay the full cost of all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties set forth herein, the County and the Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Milwaukee County and of the Municipality to implement a unified, efficient, and cost-effective vote counting and reporting system. The parties further agree that it is in both parties' interest to share the costs of this system upgrade. This Agreement is intended to set forth the cost-sharing terms.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon execution by both parties.

4. RESPONSIBILITIES OF THE COUNTY.

- a. The County shall select a vendor with whom it will contract for the purchase of new voting machines and the accompanying software, modems, installation charges, and shipping and handling charges (hereinafter “associated items”). The new voting machines and modems shall be uniform and interchangeable in all respects. Of the new voting machines and associated items purchased, a total of six (6) will be allocated to the Municipality.
- b. Of the new voting machines and associated items purchased, the County shall designate a total of seven (7) “backup” machines, to be deployed to polling locations throughout Milwaukee County in the event of machine malfunctions or other emergencies. “Backup” machines shall be stored at geographically convenient sites in Milwaukee County such that they may be readily deployed when needed on election days.
- c. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. The County shall, at its sole discretion, determine disbursement of any awarded damages or penalties resulting from any such enforcement actions. The County and the Municipality shall cooperate to ensure that the Municipality is made whole in the event that it sustains damages from its use of the election equipment.
- d. The County will bill the Municipality for its share of costs as determined by the invoice(s) provided by the vendor, and will provide copies of all invoices and other relevant documentation to the Municipality.

5. RESPONSIBILITIES OF THE MUNICIPALITY.

- a. The Municipality shall reimburse the County for thirty percent (30%) of the cost of six (6) new voting machines and associated items as per the repayment schedule selected in Section 6 herein.
- b. The Municipality shall also reimburse the County for one-nineteenth (1/19) of thirty percent (30%) of the cost of seven (7) new “backup” voting machines and associated items. The nineteen (19) communities in Milwaukee County, including the Municipality, are dividing their share of this expense equally given that the “backup” machines and associated items may be deployed in any municipality as needed.
- c. The Municipality shall participate in all necessary training associated with the new machines and accompanying items. As has been past practice, the County will, at its own expense, provide training for the Municipality’s clerks. The Municipality’s clerks, will at the Municipality’s expense, be responsible for training poll workers.
- d. The Municipality shall follow all of the vendor’s operating and technical requirements and agrees to use the election equipment appropriately and as intended such that all applicable warranties remain valid, as well as any additional requirements established by the County.
- e. The Municipality shall be responsible for all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement. “Ongoing maintenance” may include, but is not limited to, routine maintenance and repair of the

mechanical aspects of voting machines, as well as software updates and troubleshooting.

- f. The Municipality acknowledges that the County will contract with the City of Milwaukee, which will be responsible for provide programming for all of the voting machines that the Municipality receives pursuant to this Agreement, as well as for programming the seven (7) "backup" machines. Per Government Accountability Board guidelines, programming expenses will be divided proportionately between the County and Municipality depending on the number of municipal contests on the ballot. The County will reimburse the Municipality for the Municipality's share of programming expenses at the quoted programming rates established by the City of Milwaukee, which are addressed in a separate agreement. To the extent the Municipality chooses to use additional voting machines or other election equipment beyond that addressed in this Agreement, related programming costs shall be solely the Municipality's responsibility.

Further, if the Municipality opts to have an entity other than the City of Milwaukee program its voting machines, the County will only reimburse the Municipality for said programming at the quoted programming rates established by the City of Milwaukee. Any additional programming expense shall be solely the Municipality's responsibility.

- g. The Municipality will not take any action with respect to the ownership, operation or maintenance of the election equipment allocated to the Municipality pursuant to this Agreement which would adversely affect the tax-exempt status of the bonds issued by the County to finance the acquisition of the equipment, such as, but not limited to, selling the equipment to a private entity or contracting with a private entity for operation of the equipment.

6. PAYMENT PLAN.

The Municipality agrees to the following repayment schedule (check one):

Reimbursement in full by June 30, 2015.

Reimbursement in three (3) equal, annual installments due on March 1 of 2016, 2017, and 2018. If the required payment is not received within fourteen (14) calendar days of each due date, interest on the required payment will begin to accrue at a 10% annual rate.

7. **DUTY TO COOPERATE.** Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.
8. **CONTACT PERSON.** Each party shall assign one (1) contact person who will serve as its primary contact person for all purposes under this Agreement.

9. **NO WAIVER.** In no event shall the making of any payment or the acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party. The making of any such payment or the acceptance of any such service by the conforming party while any such default or breach on the part of the other party exists shall in no way impair or prejudice the right of the conforming party to seek damages or other remedy as a result of such breach or default.
10. **SEVERABILITY.** The various provisions of this Agreement are declared to be severable. The findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.
11. **NO THIRD PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.
12. **NOTICE.** All notices and correspondence, including billing statements and payments, shall be sent to:

To County:
Milwaukee County Courthouse
Office of the County Clerk
Attn.: Joseph J. Czarneski
901 N. 9th St., RM 105
Milwaukee, WI 53233

To Municipality:
City of Oak Creek
Office of the City Clerk
Attn: Catherine A. Roeske
8640 S Howell Avenue
Oak Creek, WI 53154

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

13. **NONDISCRIMINATION.** In the performance of work or execution of this contract, the parties shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.
14. **INDEMNIFICATION.** The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The

obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

15. NO JOINT VENTURE. This is an agreement between the parties for sharing costs and services. This Agreement does not create a joint venture or partnership between the parties, nor does it constitute any party as an agent of the other.

16. COMPLIANCE. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

17. ENTIRE AGREEMENT and AMENDMENTS. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.

Signature Page Follows:

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

TOWN/CITY/VILLAGE OF OAK CREEK

Name: _____

Title: _____

Name: _____

Title: _____

Approved as to form for City of Oak Creek:

Lawrence J. Haskin
Oak Creek City Attorney

Bridget M. Souffrant
Finance Director/Comptroller

MILWAUKEE COUNTY:

Joseph J. Czarnecki
Milwaukee County Clerk

Reviewed by:

Approved for execution:

By: _____
Amy Pechacek, Director
Risk Management

By: _____
Corporation Counsel

Date: _____

Date: _____

Approved:

Approved:

By: _____
Scott Manske
Comptroller

By: _____
Chris Abele
County Executive

Date: _____

Date: _____

Title: _____

Approved as compliant under sec. 59.42(2) (b) 5, Stats.

By: _____
Corporation Counsel

Date: _____

[Signature Page to Election Equipment Intergovernmental Agreement]

City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 9

Recommendation: That the Common Council consider a motion to purchase a Next Generation (NG) 911 Phone System (six (6) dispatch stations) from AT&T Global Services, Inc., in the amount of \$173,333.64.

Background:

The City currently uses a Positron Power 911 Emergency 9-1-1 Communications System (four (4) dispatch stations) purchased in 2003 from AT&T at a cost of \$177,220. The existing equipment is no longer supported as of March 15, 2015.

The NG911 system was advertised, bids were opened, proposals/systems evaluated and the Intrado Viper 911 system from AT&T was selected. Three vendors submitted proposals as shown below.

The old 911 system will be stored temporarily for parts (in case another City needs a part until their systems are replaced) and then recycled.

The Police and IT Department are recommending the purchase of Intrado Viper 911 system for these reasons:

1. AT&T is the low bidder (see chart below).
2. Bayside Dispatch Center (Oak Creek's backup center) uses the same 911 hardware.
3. AT&T has an excellent service record with Oak Creek.
4. Viper System is a newer version of and similar to our existing system allowing for a shorter end user learning curve.

NG 911 System Bid Tabulation Sheet - 3/11/15			
	AT & T	Baycom	Radicom
Item	6 Dispatch Stations	6 Dispatch Stations	6 Dispatch Stations
Total Lump Sum Bid Price for Turn-Key NEXT GENERATION (NG) 911 PHONE SYSTEM, including training and first year regular/preventive maintenance	\$173,333.64	\$199,310.39	\$179,335.00
Optional cost for years 2-5 Bid for 24x7 Remote System Monitoring and System Diagnostics (per year)	\$4,800.00	\$11,522.76	\$3,466.00
Optional Cost for years 2-5 for Vendor Maintenance (per year)	\$11,126.00	\$0.00	\$9,718.00
Yearly Support/Updates	\$10,800.00	\$28,578.36	\$4,500.00
Additional Enhanced 911 Reporting Software	\$9,916.52	\$14,766.25	Included

The existing dispatch center currently has four (4) fully functional dispatch stations with an additional four (4) as limited backup stations, but with the addition of the St Francis dispatching, there is a need for six (6) fully functional dispatch stations. This allows for two (2) additional stations for emergencies or training needs.

Fiscal Impact: Funding for the project was included in the CIP - 911 Phone System (Project No. 14015 – at \$50,000 per year for four years). As part of our joint dispatch agreement with St. Francis they will reimburse the City 25% of the total project cost.

Prepared by:



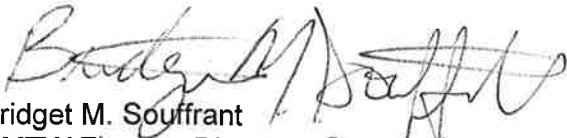
Caesar Geiger
Information Technology Director

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 10

Recommendation: That the Common Council approve the recommendation of the Police and Fire Departments that the City of Oak Creek enter into a 15-year Intergovernmental Agency Agreement with Milwaukee County for the digital radio system.

Background: An informational presentation was given by Chief Edwards at the October 7, 2014 Common Council meeting regarding the radio system. Together, the Fire and Police agencies researched WISCOM, the state radio system used by all correctional facilities, State Patrol, DNR, among others. As a part of this research, the Common Council authorized the Police Department to enter into an agreement with Mission Critical Partners to conduct a study analyzing the possibility of migrating to WISCOM.

The network migration study has now been finalized, and it shows that, not only will the costs be financially prohibitive, but numerous issues within the WISCOM organization have been uncovered. The pamphlet and lengthy study is on file with the Clerk's office and available for viewing.

Due to the results of the network migration study, it is the recommendation of both Police and Fire that the Common Council approve moving forward with an Intergovernmental Agency Agreement with Milwaukee County for the digital radio system.

Fiscal Impact: Fees associated with the County system are listed in the Intergovernmental Agency Agreement. There are also costs associated with updating the dispatch consoles which total \$587,000. The details are attached on a proposal for the console purchase from Baycom. Funds have not been budgeted for this purchase in 2015 as a grant was anticipated from the State based upon an expectation the City would find it cost effective to work with the WISCOM rather than the Milwaukee County radio system. Staff is considering various finance options which will fund this required purchase. The radio purchase is not being considered as part of this report.

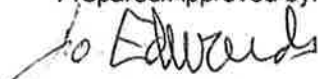
Total costs for the dispatch console reconfiguration will be shared between the cities of Oak Creek and St. Francis, based on the formula contained in the dispatching contract.

Respectfully submitted,



Gerald R. Peterson
City Administrator

Prepared/Approved by:



John O. Edwards
Chief of Police

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

**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, e.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

Exhibit F attached hereto describes the Governance Board that the Parties agree shall create and publish administrative plans and procedures regarding the usage, membership, operations, maintenance, and upgrade of the Public Safety Radio System. By signing this Agreement the Parties consent to be bound by the Governance Board's plans, policies, and procedures. 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:

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

Waukesha County



And

Milwaukee County



**PROJECT 25 TRUNKED RADIO SYSTEM
SUBSCRIBER RADIO COMPLIANCE REQUIREMENTS**

Version: April 18, 2014



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Overview and Scope

This document describes the technical specifications to which subscriber radios (also referred to as "user radios", "portable radios" and "mobile radios") that are to operate natively on the Waukesha County and Milwaukee County Project 25 Trunked Radio System (referred to as "the system") that must comply.

No model of subscriber radio shall be allowed to operate on the system until and unless the following conditions are met:

- 1) The manufacturer or vendor of the subscriber radio states in writing (see Exhibit B) that they comply with the full requirements of the specifications included in this document, referred to together as "the compliance specifications" and listed in Exhibit A, and
- 2) Certification testing has been successfully completed by Waukesha County and Milwaukee County (referred to as "the Counties") to demonstrate that the subscriber radio model does indeed meet the compliance specifications.

Detailed procedures for certification testing shall be developed and provided in a separate document but they shall be limited to testing only those compliance specifications included in this document.



Important Note:

The contents of this document are the technical specifications that are required for a subscriber radio model to be allowed to operate natively on the system. Any statement that a specific subscriber radio model does comply with these requirements should in no way be interpreted as an endorsement by Waukesha County, Milwaukee County, or their representatives. Agencies, departments, or other organizations that procure new radio models to operate on the system must evaluate all compliant subscriber radios (i.e., those that successfully complete the processes described in this document) and they and the vendor of that subscriber radio model shall be responsible for ensuring that all procured subscriber radios meet their requirements for functionality, durability, and overall fit to their operations. Compliance with these minimum requirements for access to the system is in no way a guarantee that a compliant subscriber radio model will provide the coverage or performance necessary to satisfy the individualized needs of an organization when used on the system.

References and Terms

This document references Waukesha County's Request for Proposals (RFP) #1332 as released on April 12, 2013, as amended three times, and as posted at the following Waukesha County website: <https://purchasing.waukeshacounty.gov>.



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



This document references the Telecommunications Industry Association's TIA-102 series on Land Mobile Communications Radio Land Mobile Communications Radio Standards (also known as the Associations of Public Safety Communications Officers, International Project 25 and referred to as "P25").

- The term "RFP #1332" shall mean the above-described RFP document including all of its amendments.
- The term "radio model" shall mean the specific trade/brand designation of a subscriber radio.
- The term "native" or "natively" shall mean the method of operating on the system in which the radio model itself exchanges voice and/or data signally directly with the system (as opposed to a radio that communicates on the system via a gateway or a patch)
- The term "base configuration" shall mean the combination of hardware and software of a radio model that meets all of the Mandatory specifications (i.e., unless explicitly stated, the base configuration of each and all radio models must meet all Mandatory specifications).
- The term "Supported Existing Radio" is a specific radio unit that is both:
 - One of the following manufacturers' product lines: EF Johnson ES-51, EF Johnson ES-53, EF Johnson VP-600, EF Johnson VP-900, Motorola XTL, Motorola XTS, and Motorola APX; and
 - Listed by the specific trunking Identifier (ID) programmed into it in the radio ID database of Waukesha or Milwaukee County's analog trunked radio system as of April 18, 2014.
- The term "New Radio" is a specific radio unit that is not a "Supported Existing Radio".

Compliance Requirements

Appendix A of this document lists all specifications from RFP #1332 that apply to portable and mobile subscriber radios. Each specification includes one of the following compliance designations which hold the accompanying definition:

- A specification that is "Mandatory" is required of the radio model in its base configuration and the specification must be fully met as described by the referenced section of RFP #1332 in order for the radio model to be allowed to operate on the system.
 - A designation of "Conditional Mandatory" means that the radio model, in its base configuration, must meet only as subset of the specification as described by the referenced section of RFP #1332 and as limited by the accompanying "Compliance Requirement Notes".
- A specification that is "Recommended" is strongly suggested by the operators of the system but it is not required in the radio model's base configuration (i.e., the specification, if provided, may be met by the addition of hardware or software to the base configuration) and if it is provided the specification must be fully met as described by the referenced section of RFP #1332.
- A specification that is "Optional" is left to the user agency's discretion to purchase and/or enable but it is not required in the radio model's base configuration (i.e., the specification, if provided, may be met by the addition of hardware or software to the base configuration) and if it is provided the specification must be fully met as described by the referenced section of RFP #1332.




**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Waukesha County and Milwaukee County Intend to operate the system, including the individual Counties' simulcast subsystem, under one System ID, therefore, there is no specification or requirement that any radio model support multiple System ID's. Individual agencies may, however require for transitional or interoperability purposes a radio model to support multiple Project 25 System ID's and those agencies should evaluate their own requirements and ensure the subscriber radios they procure meet those requirements.

Each individual agency shall be responsible to bear their costs associated with upgrading or replacing their subscriber radios if/when the system is upgraded to Project 25 Phase II operations¹. To minimize the future financial and operational impact of such an upgrade, Waukesha County and Milwaukee County strongly recommend that agencies procure subscriber radios that require minimal changes in order to comply with Project 25 Phase II operations (i.e., that they comply with the requirements of RFP 1332 which state: "radios shall be able to be upgraded to Project 25 Phase II without the replacement of any proposed portable/mobile subscriber radio hardware" and "[u]pgrade to Project 25 Phase II may include the addition or reconfiguration of portable/mobile subscriber software."). All risks and costs associated with procuring a radio that is either not capable of any upgrade to Project 25 Phase II operations or that is not capable of software/configuration-only changes to enable Project 25 Phase II operations shall be borne entirely by the specific agency that chooses to procure a subscriber radio.

Features or specifications above or beyond those listed in Appendix A are at "buyer's discretion" meaning that they are not Mandatory or Recommended and they will not be tested during they certification process. Should any such feature or specification prevent a radio model from meeting the compliance specifications of Appendix A, that radio model will not be allowed to operate on the system.

 Important Note:	<p>New Radios and Supported Existing Radios have different designations for some specifications. This is Intended to allow Supported Existing Radios to be "grandfathered in" to allow their operation on the system without requiring that they meet the same specifications as New Radios. Furthermore, Supported Existing Radios will not be subjected to the certification testing described above (however New Radios of the same model will be).</p>
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¹ At the time of the publication of this document, Waukesha and Milwaukee Counties have no plans to upgrade the system to Project 25 Phase II operations, however, the Counties recognize that industry, regulatory, or operational changes may require such an upgrade during the lifespan of the system.



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Compliance Process

Any radio vendor seeking for a new radio model to be allowed to operate on the system shall designate in writing, using Appendix B, that the base configuration of that radio model meets all Mandatory specifications. They shall also use Appendix B to designate which Recommended and Optional specifications the radio model is capable of meeting and if additional hardware or software is required in order to meet the specification. They shall answer the additional specific questions included in Appendix B and they shall attach, at a minimum, the Supplier's Declaration of Compliance (SDOC) for the radio model as it was received from their participation in a Compliance Assessment Program. (Additional documentation may be provided with Appendix B so long as it is in support of the completion of Appendix B.)

The radio vendor shall submit the completed Appendix B to Waukesha County Radio Services at the following contact information:

- Email: CPetterson@waukeshacounty.gov
- Fax Number: 262-548-7855

A list of the radio models that have successfully completed this compliance process will be posted at the Waukesha County Radio Services website: <http://www.waukeshacounty.gov/defaultwc.aspx?id=37419>.



Important Note:

Waukesha County and Milwaukee County strongly suggest that user agencies that buy new radios to operate on the system obtain written assurance from their vendor that the vendor will bear any and all costs associated with correcting any deficiency their radio model(s) may have in meeting any compliance specifications as identified during the certification testing process.

Expectations for Certification Process

As is described above, detailed procedures for certification testing shall be developed and provided in a separate document. Those testing procedures shall be limited to testing only those compliance specifications included in this document.

Completion of the certification process is required initially to allow native operations of the radio model on the system and again any time there are hardware, software, or firmware modifications to the radio model that affect its ability to meet these compliance requirements. The vendor of the radio model shall notify Waukesha County Radio Services at the contact information listed above if such a need to re-certify a radio model. Additionally, Waukesha County Radio Services (WCRS) may retest a radio model at any time and the results may modify prior approvals of the certification process.

Waukesha County will require each of the following prior to initiating the subscriber radio certification process:

- Radios to be tested (two each required)



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



-
- Programming software
 - Programming cable(s) necessary for programming of radios being tested
 - Keyloader device(s) used to load encryption and/or authentication keys
 - Keyloader cable(s) necessary for loading of encryption and authentication keys to radios being certified
 - Hardware based "Master" system key for system ID 0692
 - Hardware based blank "Child" keys (3 each required)
 - Software/Hardware necessary for programming of hardware based "Child" keys

Any Items (other than Windows PCs and power supplies) not listed needed to successfully program the radios for P25 and conventional operation shall also be required of the vendor. Two sets of radios and applicable accessories of each type will be required for certification. (If radio programming materials are common between a vendor's different radio models, that vendor will not be required to submit one set of programming materials for each radio model, however, the vendor shall ensure that Waukesha County Radio Services has one set of materials for all applicable radio models and that Waukesha County Radio Services is informed of which programming materials correspond to which radio models.)

Upon successful certification, one sample radio will be returned to the vendor with the remainder of the items to be retained by Waukesha County. In the event the radios fail certification, all radios and other items except for the hard key will be returned. Waukesha County reserves the right to selectively waive the requirement for any listed items.

Waukesha County will provide in advance a vendor agreement governing distribution of the master key. Radios will not be certified until this is signed and returned. Waukesha County will require one software key as well as the hard key since the certification process will include testing to ensure that soft keys will not operate in a hard key environment.

The certification process will be performed at no monetary charge to the vendor. In the event a radio fails certification, Waukesha County will work with the vendor to identify any deficiencies and retest as necessary. A "no issues" certification is expected to be completed within 30 days.



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Appendix A – Compliance Specifications

Specification as Stated in Section VI of RFP #1332	Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
G. Technical Requirements: Portable Subscriber Radios			
1. Portable Subscriber Radio SDOC Requirements	Mandatory	Not Applicable	
2. Portable Subscriber Radio Mode of Operation Requirements	Mandatory	Mandatory	It is recommended that all radios support a mix of conventional channels and trunked talkgroups in any single zone ("bank"). Vendors shall declare if this operation is supported for each model being evaluated for compliance.
3. Portable Subscriber Radio Vocoder Requirements	Mandatory	Mandatory	It is recommended that all radios support the AMBE +2 vocoder. Vendors shall declare if this vocoder is supported for each model being evaluated for compliance.
4. Portable Subscriber Radio P25 Trunking Feature Requirements			
a) Group Voice Calls and Broadcast Group Call	Mandatory	Mandatory	
b) Emergency Alarm	Mandatory	Mandatory	
c) Emergency Group Call	Mandatory	Mandatory	
d) Individual Voice Call	Recommended	Recommended	
e) Announcement Group Call	Mandatory	Mandatory	
f) All Call / System Call	Mandatory	Mandatory	
g) Radio Check	Recommended	Recommended	
h) Call Alert	Recommended	Recommended	
i) Radio Unit Inhibit/Uninhibit	Mandatory	Mandatory	
j) Radio Unit Monitoring	Recommended	Recommended	
k) Short Message	Optional	Optional	The compliance specification shall be per TIA-102.AABD-A which uses a 2 Byte exchange of data and not per the "Functional Requirement" as described in the RFP.
l) Status Query / Status Update	Recommended	Recommended	
m) AES Encryption	Optional	Optional	
n) Registration/ Roaming	Mandatory	Mandatory	
o) Affiliation	Mandatory	Mandatory	



**Waukesha County and Milwaukee County
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Specification as Stated in Section VI of RFP #1332		Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
	p) Over-The-Air-Rekeying (OTAR)	Optional	Optional	This feature is not currently supported by the system infrastructure and additional infrastructure equipment is required to enable it. If such infrastructure equipment is deployed, the functionality must meet the requirements as described in the RFP.
	q) Radio Authentication	Mandatory	Mandatory	
5. Non-P25 Trunking Feature Requirements				
	a) Over-The-Air Reprogramming (OTAP)	Not Applicable	Not Applicable	This feature is not currently supported by the system infrastructure and additional infrastructure equipment is required to enable it.
	b) Dynamic Regrouping	Optional	Optional	
6. Portable Subscriber Radio Scan Mode Requirements				
		Mandatory	Mandatory	
7. Portable Subscriber Radio – Radio Parametric Requirements				
	a) Frequency Band	Mandatory	Conditional Mandatory	For Existing Radios Only: Requirements a.i.1, a.i.2, and a.ii.1 are not required
	b) Channel Spacing	Mandatory	Mandatory	
	c) Frequency Generation	Mandatory	Mandatory	
	d) Transmitter: Power	Mandatory	Mandatory	
	e) Transmitter: Modulation Limiting	Mandatory	Mandatory	
	f) Transmitter: Audio Frequency Response	Mandatory	Mandatory	
	g) Transmitter: Audio Distortion	Mandatory	Mandatory	
	h) Transmitter: FM Hum and Noise Ratio	Mandatory	Mandatory	
	i) Transmitter: Conducted Spurious Emissions	Mandatory	Mandatory	
	j) Transmitter: Time Out Timer	Mandatory	Mandatory	
	k) Transmitter/Receiver: Signaling Digital Mode	Mandatory	Mandatory	
	l) Receiver: Reference Sensitivity	Mandatory	Mandatory	
	m) Receiver: Adjacent Channel Rejection	Mandatory	Mandatory	
	n) Receiver: Spurious Response Rejection	Mandatory	Mandatory	
	o) Receiver: Intermodulation Rejection	Mandatory	Mandatory	
	p) Receiver: Audio Frequency Response	Mandatory	Mandatory	
	q) Receiver: Audio Distortion	Mandatory	Mandatory	



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Specification as Stated in Section VI of RFP #1332	Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
r) Receiver: Audio Output	Mandatory	Mandatory	
s) Receiver: Squelch Tail Elimination	Recommended	Recommended	
8. Portable Subscriber Radio Programming Capacity Requirements	Mandatory	Mandatory	
9. Portable Subscriber Radio Connector Requirements	Mandatory	Mandatory	Exceptions will be allowed for specialty devices (covert portables, telemetry/SCADA radios, transit mobiles, etc.). Any portable subscriber radio must: i) have built-in speaker and microphone; ii) have the abilities to power radio on/off, control volume, generate PTT, select different talkgroups/channels; iii) operate Mandatory features; iv) generate emergency message; v) display at least 1 line of 12 characters; and vi) include a half-wave flexible dipole antenna. Exceptions will be allowed for specialty devices (covert portables, telemetry/SCADA radios, transit mobiles, etc.).
10. Portable Subscriber Radio – Models to be Proposed	Conditional Mandatory	Conditional Mandatory	
11. Portable Subscriber Radio – Full Keypad Model Requirements	Conditional Mandatory	Conditional Mandatory	
12. Portable Subscriber Radio – Limited Keypad Model Requirements	Conditional Mandatory	Conditional Mandatory	
13. Portable Subscriber Radio – Public Service Model Requirements	Conditional Mandatory	Conditional Mandatory	
14. Portable Subscriber Radio – Environmental Requirements	Recommended	Recommended	
15. Portable Subscriber Radio Battery Charging Requirements	Recommended	Recommended	
16. Portable Subscriber Radio Battery Charger Unit Requirements	Recommended	Recommended	
17. Portable Subscriber Radio – Hip-Worn Configuration	Not Applicable	Not Applicable	
18. Portable Subscriber Radio – Shoulder Public Safety Mic Configuration	Not Applicable	Not Applicable	
19. Portable Subscriber Radio – Programming Security	Mandatory	Mandatory	
20. Portable Subscriber Radio Programming Requirements	Not Applicable	Not Applicable	
21. Portable Subscriber Radio Project 25 Phase II Migration Requirements	Recommended	Recommended	
22. Portable Subscriber Radio – Requirements for Upgrades to Existing Portable Radios	Not Applicable	Not Applicable	
H. Technical Requirements: Mobile Subscriber Radios			
1. Mobile Subscriber Radio SDOC Requirements	Mandatory	Mandatory	



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Specification as Stated in Section VI of RFP #1332		Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
2. Mobile Subscriber Radio Mode of Operation Requirements		Mandatory	Mandatory	It is recommended that all radios support a mix of conventional channels and trunked talkgroups in any single zone ("bank"). Vendors shall declare if this operation is supported for each model being evaluated for compliance.
3. Mobile Subscriber Radio Vocoder Requirements		Mandatory	Mandatory	It is recommended that all radios support the AMBE +2 vocoder. Vendors shall declare if this vocoder is supported for each model being evaluated for compliance.
4. Mobile Subscriber Radio P25 Trunking Feature Requirements				
	a) Group Voice Calls and Broadcast Group Call	Mandatory	Mandatory	
	b) Emergency Alarm	Mandatory	Mandatory	
	c) Emergency Group Call	Mandatory	Mandatory	
	d) Individual Voice Call	Recommended	Recommended	
	e) Announcement Group Call	Mandatory	Mandatory	
	f) All Call / System Call	Mandatory	Mandatory	
	g) Radio Check	Recommended	Recommended	
	h) Call Alert	Recommended	Recommended	
	i) Radio Unit Inhibit/Uninhibit	Mandatory	Mandatory	
	j) Radio Unit Monitoring	Recommended	Recommended	
	k) Short Message	Optional	Optional	The compliance specification shall be per TIA-102.AABD-A which uses a 2 Byte exchange of data and not per the "Functional Requirement" as described in the RFP.
	l) Status Query / Status Update	Recommended	Recommended	
	m) AES Encryption	Optional	Optional	
	n) Registration/ Roaming	Mandatory	Mandatory	
	o) Affiliation	Mandatory	Mandatory	
	p) Over-The-Air-Rekeying (OTAR)	Optional	Optional	This feature is not currently supported by the system infrastructure and additional infrastructure equipment is required to enable it. If such infrastructure equipment is deployed, the functionality must meet the requirements as described in the RFP.
	q) Radio Authentication	Mandatory	Mandatory	



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Specification as Stated in Section VI of RFP #1332	Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
5. Non-P25 Trunking Feature Requirements			
a) Over-The-Air Reprogramming (OTAP)	Not Applicable	Not Applicable	This feature is not currently supported by the system infrastructure and additional infrastructure equipment is required to enable it.
b) Dynamic Regrouping	Optional	Optional	
6. Mobile Subscriber Radio Scan Mode Requirements	Mandatory	Mandatory	
7. Mobile Subscriber Radio – Radio Parametric Requirements			
a) Frequency Band	Mandatory	Conditional Mandatory	For Existing Radios Only: Requirements a.i.1, a.i.2, and a.ii.1 are not required
b) Channel Spacing	Mandatory	Mandatory	
c) Frequency Generation	Mandatory	Mandatory	
d) Transmitter: Power	Mandatory	Mandatory	
e) Transmitter: Modulation Limiting	Mandatory	Mandatory	
f) Transmitter: Audio Frequency Response	Mandatory	Mandatory	
g) Transmitter: Audio Distortion	Mandatory	Mandatory	
h) Transmitter: FM Hum and Noise Ratio	Mandatory	Mandatory	
i) Transmitter: Conducted Spurious Emissions	Mandatory	Mandatory	
j) Transmitter: Time Out Timer	Mandatory	Mandatory	
k) Transmitter/Receiver: Signaling Digital Mode	Mandatory	Mandatory	
l) Receiver: Reference Sensitivity	Mandatory	Mandatory	
m) Receiver: Adjacent Channel Rejection	Mandatory	Mandatory	
n) Receiver: Spurious Response Rejection	Mandatory	Mandatory	
o) Receiver: Intermodulation Rejection	Mandatory	Mandatory	
p) Receiver: Audio Frequency Response	Mandatory	Mandatory	
q) Receiver: Audio Distortion	Mandatory	Mandatory	
r) Receiver: Audio Output	Mandatory	Mandatory	
s) Receiver: Squelch Tail Elimination	Recommended	Recommended	
8. Mobile Subscriber Radio Programming Capacity Requirements	Mandatory	Mandatory	
9. Mobile Subscriber Radio Connector Requirements	Mandatory	Mandatory	



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Specification as Stated in Section VI of RFP #1332	Compliance Requirement for New Radios	Compliance Requirement for Supported Existing Radios	Compliance Requirement Notes
10. Mobile Subscriber Radio Physical Construction Requirements	Not Applicable	Not Applicable	
11. Mobile Subscriber Radio – Models to be Proposed	Conditional Mandatory	Conditional Mandatory	Any mobile subscriber radio must have speaker and microphone plus ability to power radio on/off, control volume, generate PTT, select different talkgroups/channels, operate Mandatory features, generate emergency message, display at least 1 line of 12 characters, and fixe-mount (non-magnetic-mount) dipole antenna. Exceptions will be allowed for specialty devices (covert portables, telemetry/SCADA radios, transit mobiles, etc.).
12. Mobile Subscriber Radio – Public-Safety Standard Control for Vehicle Requirements	Conditional Mandatory	Conditional Mandatory	
13. Mobile Subscriber Radio – Public-Safety Standard Control for Motorcycle Requirements	Conditional Mandatory	Conditional Mandatory	
14. Mobile Subscriber Radio – Public-Safety Standard Control for Extreme (Fire External) Conditions	Conditional Mandatory	Conditional Mandatory	
15. Mobile Subscriber Radio – Public-Safety Expanded Control Requirements	Conditional Mandatory	Conditional Mandatory	
16. Mobile Subscriber Radio – Public-Safety Microphone (or Handheld) Control Requirements	Conditional Mandatory	Conditional Mandatory	
17. Mobile Subscriber Radio – Public-Service Model Requirements	Conditional Mandatory	Conditional Mandatory	
18. Mobile Subscriber Radio – Environmental Requirements	Recommended	Recommended	
19. Mobile Subscriber Radio – Programming Security	Mandatory	Mandatory	
20. Mobile Subscriber Radio Programming Requirements	Not Applicable	Not Applicable	
21. Mobile Subscriber Radio Project 25 Phase II Migration Requirements	Recommended	Recommended	
22. Mobile Subscriber Radio – Requirements for Upgrades to Existing Mobile Subscriber Radios	Not Applicable	Not Applicable	
23. Mobile Subscriber Radio – Mobile Control Station and Consolette Radio Requirements	Conditional Mandatory	Conditional Mandatory	All Compliance Requirements shall apply as written to all Mobile Control Stations or Consolette Radios.



**Waukesha County and Milwaukee County
Project 25 Trunked Radio System**



Appendix B – Compliance Statement

Radio Model Information		
Vendor Name:		
Radio Model:		
Sub-Model ("Type" or "Package"):		
Base Model Compliance to Mandatory Specifications		
Does the radio model meet all specifications designated as "Mandatory", including those specifically noted portions of specifications designated as "Partially Mandatory", in Appendix A of this document?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
List the vocoder(s) supported by the radio model:		
Does the radio model support a mix of trunked talkgroups and conventional channels in one zone/bank?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Notes		
Base Model Compliance to Mandatory Specifications for Specialty Models		
Is the radio model a specialty device such as a covert portable, telemetry/SCADA radio, transit mobiles, etc.? If so, please describe its purpose and limitations (the Mandatory specifications it does not meet) in the Notes area below.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Notes		
Support of Recommended and Optional Specifications		
Does the radio model support each of the following specifications that are designated as Recommended or Optional as described by the referenced section of RFP #1332?		
Individual Voice Call	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Radio Check	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Call Alert	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Radio Unit Monitoring	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Short Message	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Status Query / Status Update	<input type="checkbox"/> Yes	<input type="checkbox"/> No
AES Encryption	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Over-The-Air-Rekeying (OTAR)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Dynamic Regrouping	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiver: Squelch Tail Elimination	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental Requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Portable Subscriber Radio Battery Charging Requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Portable Subscriber Radio Battery Charger Unit Requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Notes (incl. special additions required)		
Describe the modifications; including any/all software, hardware, firmware, or configuration changes; that are required to allow the radio model to operate on a Project 25 Phase II system.		
Signature of Vendor's Authorized Personnel		
Signature	Name & Email/Address	Date

Vendors: Submit via email: CPetterson@waukesha-county.gov or fax: 262-548-7855. Attach additional information if necessary and relevant.

EXHIBIT E

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

Milwaukee County



EXHIBIT E:
PROJECT 25 TRUNKED RADIO SYSTEM
SYSTEM KEY REQUIREMENTS

Version: August 27, 2014



Overview and Scope

Milwaukee County has determined that user radios (subscriber radios) that are to operate natively on the Waukesha County and Milwaukee County Project 25 Trunked Radio System must meet the requirements for Programming Security as defined by Sections VI.G.19 and VI.H.19 of Waukesha County's Request for Proposals (RFP) #1332¹. This requirement, which mandates the use of an advanced/enhanced (hardware-based) user radio programming key ("system key"), exists so that unauthorized personnel or organizations do not have the ability to program or configure user radios and that those that do have such abilities can only do so in ways that do not negatively affect i) system performance, ii) the ability of a user to access the system, iii) the system's security and integrity, and iv) the functionality of critical user-features. For these reasons, Milwaukee County, through this document, describes the requirements of and restrictions on those individuals/organizations that may be eligible to be a licensee of a system key for the Milwaukee County Project 25 Trunked Radio System as well as a framework for establishing the capabilities of different types, or "classes", of system keys.

This document introduces three different classes of keys:

- A Class "A" key which is the "parent" key as defined in RFP 1332.
- A Class "B" key which is a "child" key (as defined in RFP 1332) that is to be used by a qualified radio shop (as defined below) to initially program and provision new radios and maintain user radios
- A Class "C" key which is also a "child" key but which has yet to be developed and which is envisioned to allow a user agency to make minor adjustments to those programming/configuration parameters that affect operations of user-ergonomics and do not affect system performance, user access, system security or integrity, or the functionality of critical user-features.

Important Note:



At this time, the exact capabilities of a Class "C" key are to be determined. Such a Class "C" key is a concept that is currently being developed by Milwaukee County in conjunction with user agencies, the Governance Board, and Motorola Solutions, Inc. The capabilities of the Class "C" key shall be approved jointly by Milwaukee County and the Milwaukee County Radio System Governance Board but the Class "C" key shall not:

- a) Unless specifically permitted by both Milwaukee County and the Milwaukee County Radio System Governance Board, allow its Licensee or user to have access to programming parameters that could negatively impact the integrity or security of the system (such that the system could be willingly or unwillingly exposed to a threat, eminent or not, that could: i) disrupt the system from delivering its contracted coverage, capacity, features, management, or reliability, ii) prevent authorized users from accessing the system's contracted

¹ Released on April 12, 2013, amended three times, and posted at the following Waukesha County website: <https://purchasing.waukeshacounty.gov/>.



levels of coverage, capacity, features, management, or reliability or iii) allow a party, either a user or non-user of the system, to have use of the system or to have access to communications for which they have not been explicitly authorized) or

b) Prohibit Milwaukee County's ability to ensure contractual obligations per the "Contract for Service #1332" with Motorola Solutions, Inc.

Should the development of a Class "C" Key not occur, Milwaukee County and the Governance Board shall work to identify alternate solutions to meet the identified requirements including use of alternate technologies or products as well as possible alterations to the terms of this Exhibit.

References and Terms

- Class "A" Key (also known as "Master Key") - A physical device as defined by following matrix that is capable of being encoded with system information that: i) allows for the programming of subscriber equipment, ii) may allow for the creation of Child Keys, and iii) has no restrictions on the ability to program any/all radio ID's, talkgroups, features and/or other capabilities of the system
- Class "B" or Class "C" Key (also known together as "Child Keys") - A physical device with the capabilities listed below that is encoded with system information that: i) allows for the programming of subscriber equipment, ii) expressly cannot allow for the creation of Child Keys, and iii) has explicit restrictions on the ability to program any/all radio ID's, talkgroups, features and/or other capabilities of the system
- User Radio or Subscriber Radio: A mobile (vehicle-mounted), portable (human-worn or handheld), and control stations (fixed-location) radios used and operated by the actual end-users of two-way voice communication systems.
 - NOTE: The definition of "Subscriber" as used in this Exhibit is different from that used within the Inter-Governmental Agreement to which it is attached. To be clear, in this Exhibit, the term "Subscriber Radio" refers to the radio equipment used by end users to communicate to each other through the radio system.
- User Agency: An agency, organization, or department that uses the system for daily or interoperable (occasional, event- or incident-based) purposes; must be a public safety and public service agency from a State, Tribal, County, or Local government; federal agency; special district; or emergency medical service provider; must also be eligible under Title 47 of the Code of Federal Regulations (CFR) Part 90 Private Land Mobile Radio Services §90.20 Public Safety Pool; the person that programs subscriber radio equipment through the use of a slave hardware or software system key.

**Milwaukee County
Project 25 Trunked Radio System**



- **System Information:** Information that specifies technical and performance features and capabilities of the system, (including all physical or electronic media upon which such information is provided).
- **Licensor:** An owner of the system infrastructure switch, also the owner of the Class "A" Master Key
- **Licensee:** The agency/organization to whom use of the Child Key is granted
- **Template:** The contents of a file created by the programming software that contains all necessary System Information required to enable operations of a User Radio on the System
- **System:** The Milwaukee County subsystem of the Milwaukee County and Waukesha County 800MHz Project 25 Public Safety Trunked Radio System
- **Radio ID or Unit Radio ID:** A number that uniquely identifies a user radio and that can be used to permit or restrict access to the system
- **Radio Shop (or Shop):** An organization, including an independent business enterprise or a specialized division of a government agency, whose specific purpose is the deployment and maintenance (including programming) of radio equipment and which employs dedicated and specifically-trained staff to accomplish this purpose. The staff of the Shop shall have within their combined background the following credentials and certifications: Federal Communications Commission (FCC) Licensed Technician, Electronics Technicians Associations (ETA) Wireless Communications Technician, ETA R56 Technician, Associate's degree or specific military service training in electronics communications or related field, completion of system-administrator-level training from the vendor of the County's digital trunked radio system, and completion of detailed product-service-level training from major land mobile radio manufacturers such as Motorola Solutions Inc., Harris Corporations, EF Johnson Technologies, and others. A radio shop shall also have, at a minimum the following equipment:
 - A Digital Radio Service Analyzer, equivalent to the capabilities of an AeroFlex 3920 or its direct future replacement
 - A Digital and Analog Communications Service Monitor, equivalent to the capabilities of an AeroFlex 2945 or its direct future replacement
 - A mixed domain oscilloscope, equivalent to the capabilities of a Tektronix MDO4000 or its direct future replacement
 - A work area environment dedicated to the provisioning, repair, and maintenance of land mobile radios that is not used for other purposes and that is free of dust, debris, and other possible contaminants
 - Dedicated test bench(es) with tools (such as multi-meters, soldering irons, lighted magnification glasses) and electronics (computers and cables for programming, multi-meters, variable power supplies, dummy loads) that are specifically dedicated to the provisioning, repair, and maintenance of land mobile radios
 - A dedicated and shared library, available to all shop staff, of either printed or electronic copies of product service manuals from major land mobile radio manufacturers such as Motorola Solutions Inc., Harris Corporations, EF Johnson



Technologies, and others, specifically including those products expected to be programmed via the system key being sought.

A User Agency may be considered as a Radio Shop so long as they meet the requirements listed directly above.

System Key Provisions

SECTION 1: TERM OF USE

- Class "A" Key: Not applicable
- Class "B" and "C" Keys: The term of the agreement for a Class B or Class C Key shall be one year and the capabilities of the Class B or Class C Key shall be set to expire concurrent with the Term of the Agreement. The Agreement (and the capabilities Class B or Class C Key) can be renewed on a yearly basis but it must be actively (not automatically) renewed.

SECTION 2: ALLOWED USERS AND USAGE

- Class "A" Key: To be held by the Waukesha County and/or Milwaukee County Radio System Administrator(s), to be used to generate other keys, not to be used to program radios.
- Class "B" Key: To be used only by organizations that meet the definition of "Radio Shop" as listed above as well as all other requirements for Class "B" Keys as listed throughout this Exhibit. To be used to program radios for any authorized user agency.
- Class "C" Key: To be used by User Agencies or organizations that meet the requirements for Class "C" Keys as listed throughout this Exhibit. To be used to make minor adjustments (capabilities listed below) to radios that are used by that specific user agency and that were initially programmed by an authorized and qualified radio shop.

SECTION 3: KEY CAPABILITIES – CREATION OF CHILD KEYS

- Class "A" Key: Shall have capabilities to create child keys.
- Class "B" and "C" Keys: Shall not have capabilities to create child keys.

SECTION 4: KEY CAPABILITIES – RADIO PROVISIONING

- Class "A" Key: Not applicable
- Class "B" Key: Class "B" Keys shall be used by qualified radio programming shop for initial radio provisioning (first programming of radio for operation on new system)
- Class "C" Key: Class "C" Keys shall not be used for initial radio provisioning

SECTION 5: KEY CAPABILITIES – RADIO PROGRAMMING

- Class "A" Key: Not applicable
- Class "B" Key: Class "B" Keys shall have the ability to program radios as required to allow operations on the system as authorized.



- Class "C" Key: See the "IMPORTANT NOTE ①", above, in the "Overview and Scope" Section of this Exhibit regarding the definition of the capabilities of the Class "C" key.
 - RADIO PROGRAMMING CAPABILITIES SHALL DEFINE LEVELS OF ACCESS TO/OF, AT A MINIMUM, THE FOLLOWING PROGRAMMING PARAMETERS:
 - The talkgroups that can be accessed and whether or not they can be designated as transmit-and-receive or receive-only
 - The radio unit ID range(s) that can be accessed
 - The "RADIO WIDE" parameters that can be accessed
 - The "SECURE" parameters that can be accessed
 - The "EMERGENCY" parameters that can be accessed
 - The "TRUNKING SYSTEM " parameters that can be accessed

SECTION 6: OWNERSHIP AND POSSESSION

- Class "A" Key: Milwaukee County shall own and possess one Class "A" key.
- Class "B" and "C" Keys: Licensee of Class B and Class C keys shall:
 - Request a Key from the Milwaukee County Radio System Governance Board Technical Committee who shall i) confirm in written documentation, including documents provided by Licensee, that the Licensee fully meets the requirements of this Exhibit including those regarding Use and Usage and ii) If confirmation is successful by unanimous vote of the Milwaukee County Governance Board Technical Committee, forward their approval and the Licensee's request to the Milwaukee County Radio System Administrator who shall provide the requesting Licensee with the requested Key according to the provisions of this Exhibit.
 - Recognize the Key as the sole property of the Licensor – it is licensed, not given or sold, by Licensor to Licensee.
 - Designate a specific Point of Contact (an individual person) for the Key and shall grant that Point of Contact access to and use of the Key so long as that individual meets the criteria listed throughout this Agreement.
 - Return Key to Licensor if the designated individual (or all designated individuals) leaves Licensee's organization.
 - Reimburse Licensor for all actual costs incurred by the Licensor in the acquisition of the Key.
 - Keep Key in a secured location (locked office or locked box/desk) when not in use by Point of Contact.
 - Report the loss of the Key to the Licensor within 24 hours of loss.
 - Return Key to Licensor at the end of the term of Agreement or actively renew Term.
 - Return Key to Licensor as directed by the Governance Board for violation(s) as described herein Section 14.

SECTION 7: RESTRICTIONS

- Class "A" Key: Not applicable
- Class "B" and "C" Keys: Licensee of Class B and Class C keys shall not:
 - Reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Child Key or any portion to a human perceptible form or otherwise attempt to recreate the source code
 - Modify, adapt, create derivative works of, or merge the System Key



- o Copy, reproduce, distribute, lend, or lease the System Key to any third party, grant any sublicense or other rights in the System Key to any third party, or take any action that would cause the System Key to be placed in the public domain
- o Provide, copy, transmit, disclose, divulge or make the System Key or System Information available to, or permit the use of the System Key by any third party except as expressly authorized by this Agreement
- o Use, or permit the use of, the System Key in a manner that would result in the production of a copy of the System Key

SECTION 8: SYSTEM KEY POINT OF CONTACT TRAINING REQUIREMENTS

- Class "A" Key: Not applicable
- Class "B" Key: In addition to holding the credentials and certifications listed above as being required of a Radio Shop, licensees of a Class B Key shall have completed following training from the vendor of the Key and the radios to be programmed by the Key:
 - o Programming of radios via the programming software – training must be completed for all radio models to be programmed by Point of Contact. A radio of a new model shall not be programmed until/unless the Point of Contact attends training for the programming software for that new model. (If new model uses an existing version of programming software, then new training is not required).
 - o Tuning/alignment of radios via the programming software.
- Class "C" Key: Licensees of a Class C Key shall have completed the following training from the vendor of the Key as well as the vendor of the radios to be programmed by the Key:
 - o Programming of radios via the programming software – training must be completed for all radio models to be programmed by Point of Contact. A radio of a new model shall not be programmed until/unless the Point of Contact attends training for the programming software for that new model. (If new model uses an existing version of programming software, then new training is not required).
- o

SECTION 9: SYSTEM KEY POINT OF CONTACT OTHER EQUIPMENT REQUIREMENTS

- Class "A" Key: Not applicable
- Class "B" Key: In addition to having the equipment listed above as being required of a Radio Shop, licensees of Class B Key shall purchase and maintain at their expense all equipment (hardware, PC's, cables, and software) designated by radio model vendor as being required to complete the following:
 - o Programming of any authorized user radio
 - o Tuning/alignment of any authorized user radio
- Class "C" Key: Licensees of Class C Key shall purchase and maintain at their expense all equipment (hardware, PC's, cables, and software) designated by radio model vendor as being required to complete
 - o Programming of Agency user radio

SECTION 10: WARRANTY OF WORK

- Class "A" Key: Not applicable
- Class "B" and Class "C" Key: Licensees of Class B or Class C Keys shall:
 - o Be solely responsible for the quality and content of their programming work.



- o Not hold Licensor responsible for any omissions or other mistakes made during the completion of programming by Licensee.
- o Warrant for their work and shall correct any programming omissions or mistakes made during the completion of programming by Licensee. (Designations of omissions or mistakes shall be relative to the programming instructions agreed to in writing by the end users of the radios.)

SECTION 11: OWNERSHIP OF TEMPLATES

- Class "A" Key: Not applicable
- Class "B" and Class "C" Key: Licensees of Class B or Class C Keys shall:
 - o Provide any/all templates created by Licensee to the agency for which they were created upon request from that agency
 - o Provide any/all templates created by Licensee to Licensor upon request at no cost to Licensor
 - o Not provide any/all templates created by Licensee to others without written approval by the agency for which they were created

SECTION 12: COMPLIANCE WITH SYSTEM OPERATIONAL STANDARDS

- Class "A" Key: Not applicable
- Class "B" and Class "C" Key:
 - o Licensees of Class B or Class C Keys shall:
 - Not program any talkgroups for which they do not have explicit approval from the agency that operates the talkgroup for daily or other agency-specific use)
 - Agree to adhere to, comply with, and act in accordance with any and all Operational Procedures approved by the Milwaukee County Radio System Governing Board. Such Operational Procedures may include, but shall not be limited to:
 - Mandatory talkgroups and mandatory talkgroup locations
 - Mandatory feature settings
 - o Licensee shall be responsible for any/all costs associated with such correcting the programming so as to eliminate the cause of interference or negative impact to system integrity.
 - o Provide any/all templates created by Licensee to the agency for which they were created upon request from that agency
 - o Provide any/all templates created by Licensee to Licensor upon request at no cost to Licensor
 - o Not provide any/all templates created by Licensee to others without written approval by the agency for which they were created

SECTION 13: COMPLIANCE WITH FCC RULES AND REGULATIONS

- Class "A" Key: Not applicable
- Class "B" and "C" Keys: Licensees of Class B or Class C Keys shall use Child Key only in ways that are consistent with, and in no way a violation of, any requirement of Title 47 of the Code of Federal Regulations (CFR), Part 90 Private Land Mobile Radio Services.

SECTION 14: MISUSE AND REVOCATION

**Milwaukee County
Project 25 Trunked Radio System**



- Class "A" Key: Not applicable
- Class "B" and "C" Keys:
 - Misuse:
 - Licensors may actively disable/inhibit a radio from use on the system if it is determined that Licensee has violated the provisions herein in the programming of that radio.
 - Licensors may actively disable/inhibit a radio from use on the system if it is determined that Licensee has in any way programmed a radio in such a way that could negatively impact system security or integrity.
 - If Licensors disable/inhibit a radio from use for the reasons listed above, Licensee shall immediately notify both the Licensee and the affected user agency and provide a brief description of the cause for their action. All disabled/inhibited radios shall be enabled/uninhibited when the Licensee or affected user agency can demonstrate that the misuse has been corrected and the cause of the violation or negative impact to system security or integrity will not continue.
 - If Licensee feel that Licensors has disabled/inhibited a radio (or radios) without cause (as defined herein), Licensee shall petition the Milwaukee County Radio System Governing Board who shall review materials provided Licensee and Licensors and who shall be solely responsible for upholding or reversing Licensors' actions.
 - Revocation:
 - If Licensors identified that Licensee has misused the Key in a way that violates the provisions herein or that negatively impact system security or integrity, Licensors shall, in addition to the provisions for misuse as listed above, revoke Licensee's license and require immediate return of the Licensee's Key(s). In such a case, Licensors shall provide Licensee with notice that includes a description of the misuse(s) of the Key. Licensee shall immediately discontinue use of Key and shall have 5 business days to either return the Key(s) or respond in writing to the notice of revocation with evidence that the misuse did not occur.
 - If Licensors agree with Licensee's response, they shall provide in writing within 5 business days a withdraw of the notice of revocation and the matter shall be considered closed.
 - If Licensors disagree with Licensee's response or if Licensors does not provide a withdraw of revocation within 5 days of receipt of Licensee's response, Licensee shall have the option to petition the Milwaukee County Radio System Governing Board who shall review materials provided by the Licensee and Licensors and who shall be solely responsible for upholding or reversing Licensors' revocation.

Exhibit F

Milwaukee County Radio System Governance Board

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Section 1: Purpose

The Milwaukee County Public Safety Digital Trunked Radio Subsystem Governance Board ("Radio System Governance Board") will represent the user agencies and establish administrative plans and procedures regarding the on-going use, operation, and maintenance of the Milwaukee County Subsystem ("the Subsystem") of the joint Waukesha County and Milwaukee County Public Safety Digital Trunked Radio System ("the System") with the goals of ensuring the System meets user requirements and does so in the most cost-effective manner possible.

Section 2: Authority

The Radio System Governance Board is created by action of the County Executive and the County Board pursuant to (file number).

Section 3: Order

It is hereby ordered that the Radio System Governance Board shall be created and shall have the term defined below in Section 4 ("Term"), that it shall be comprised of the structure included below in Section 5 ("Board Structure"), and that it shall hold and perform the duties included below in Section 6 ("Board Duties"). It is hereby further ordered that the Radio System Governance Board shall be supported by Committees that shall report to the Board and that shall have the structure included below in Section 7 ("Committee Structure") and that shall hold and perform the duties included below in Section 8 ("Committee Duties").

Section 4: Term

The Radio System Governance Board shall operate until the end of operation of the Subsystem. The Radio System Governance Board may be dissolved or amend this document before the end of the operation of the Subsystem upon concurrence of five members of the Board of Directors and the County Executive.

Section 5: Board Structure

5.01. Board of Directors Membership

There shall be a Board of Directors ("the Board") whose membership shall be as follows and each of the following members (or their designee) shall have an equal vote for matters that require a decision by vote. The Directors appointed or selected pursuant to this section serve at the pleasure of the appointing or selecting authority:

- (1) The Milwaukee County Director of Department of Administrative Services;
- (2) The Milwaukee County Chief Information Officer;
- (3) The Milwaukee County Director of Emergency Management;
- (4) As appointed by the County Executive and approved by the Intergovernmental Cooperation Council of Milwaukee County: a Mayor or other elected executive of a city, town, or village with at least one public safety agency that participates as a daily user in the Subsystem;
- (5) As appointed by the County Executive: the director of finance or administration of a city, town, or village with at least one public safety agency that participates as a daily user in the Subsystem;
- (6) As appointed by the County Executive and approved by the Milwaukee County Law Enforcement Executives Association: the Chief of Police of a city, town, or village that participates as a daily user in the Subsystem; and
- (7) As appointed by the County Executive and approved by the Milwaukee County Association of Fire Chiefs: the Fire Chief of a city, town, or village that participates as a daily user in the Subsystem.

5.02. Board of Directors Membership Provisions

The Board of Directors shall operate according to the following provisions:

- (1) Any single municipal agency can have no more than one appointed Director on the Board;
- (2) When a Director and their designee are present at a meeting, only the Director may cast votes and be recorded in the proceedings;

- (3) In the case of a vacancy in a Board members position, the incumbent from the municipality or county position it represents shall become the interim Board member until a permanent appointment has been made;
- (4) The Board of Directors shall be comprised of seven (7) members. Upon implementation of this Board, at the first meeting called for this purpose, Board members shall establish staggered terms to ensure consistent stewardship;
- (5) Other non-voting/advisory members of the Board of Directors shall be allowed at the discretion of the Board, including vendors or owner's representatives; and
- (6) Two standing non-voting/advisory members in such capacity shall be:
 - (a) Chairperson of the Technical Subcommittee; and
 - (b) Chairperson of the Operational Subcommittee.

5.03. Officers of the Board of Directors

There shall be the following Officers elected by a majority vote of the Board:

- (1) A Chairperson whose duties are to represent the Board as its principal spokesperson; preside at Board meetings; direct the preparation of the agenda for all Board meetings; appoint members to the Standing Committees and to any Special Committees; and present recommendations of the Board to the County Executive, or designee, for action;
- (2) A Vice Chairperson whose duties are to exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve;
- (3) A Secretary whose duties are to record meeting proceedings and distribute communications and materials to Board Members and other interested parties as necessary;
- (4) Elections of the Officers shall occur at their first meeting and shall occur thereafter according to the following schedule:
 - (a) Vice Chairperson: On January 1st of the first year following the first Board meeting and then again every two years thereafter; and
 - (b) Chairperson and Secretary: On January 1st of the second year following the first Board meeting and then again every two years thereafter;
- (5) No individual shall hold any more than one Officer position;
- (6) Officers shall serve until a replacement is elected; and
- (7) The Board shall hold regular meetings, at a frequency that is designated by the Chair and approved by majority vote of the Board of Directors. Meetings of the Board are subject to the following:
 - (a) Five (5) Directors shall constitute a quorum. Any action requiring Board approval may be adopted by a majority vote of those present and voting where a quorum is present;
 - (b) The agenda for each meeting shall include, at a minimum, the following: Approval of Last Meeting Minutes, Approval of Current Meeting Agenda, Officer's Reports, Committee Reports, Old Business, New Business, Open Forum for Members, Open Forum for Non-Members, and Adjournment;

- (c) An agenda for each meeting shall be established and published by the Chairperson and be sent to the Board members five (5) business days prior to the meeting. At the beginning of a regular meeting, any Director may move to amend the published meeting agenda and such amendments shall require majority approval of the voting members of the Board of Directors; and
- (d) Special meetings shall be called if approved by two (2) of the three (3) Officers and with a minimum of five (5) days advanced notice which is to include distribution of an agenda to all Directors.
- (e) The Board's records and meetings shall be open to the public as described in the Open Records and Open Meetings provisions in Chapter 19 of the Wisconsin Statutes.
- (f) Where this Order or laws of the state do not provide procedures to be used by the Board in conducting its meetings, "Robert's Rules of Order Newly Revised" shall govern the proceedings.

Section 6: Board Duties

Recognizing that Milwaukee County shall own and maintain the Subsystem (e.g., trunking controller, trunking base stations, trunking antenna systems, and certain other common system elements) as described in the Intergovernmental Agreement between Milwaukee County and various municipalities ("Permitting Access to Milwaukee County's 800 MHz Project 25 Trunked Public Safety Radio System"), the duties of the Board of Directors shall be the following:

6.01. Annual Operational Budget

Develop and recommend to the County Executive an annual Operational Budget for the Subsystem by May 1st of each year to include:

- (1) Recommendations for changes or additions to the operational and/or technical design of the Subsystem that improve or more efficiently maintain operational standards;
- (2) Estimated costs, timelines, and impact to current performance for the recommended changes or additions;
- (3) Recommendations for the funding model (legislative or otherwise) which may be needed to meet the costs or operational standards associated with a more sustainable and/or stable funding mechanism; and
- (4) The County Executive shall use the Board of Directors' Operational Budget for the Subsystem as advice to adjust the county's plans for system operations and maintenance.

6.02. Technical and Operational Standards

Establish and implement technical and operational standards and procedures regarding the on-going use and operations of the Subsystem.

- (1) Standards and procedures that have a financial impact will require approval by the County Executive;
- (2) The County Executive shall have the right to veto standards or procedures that do not meet Milwaukee County's contractual obligations of the system; and

- (3) Such technical and operational standards and procedures shall be developed and shall establish the ways in which the Subsystem shall be used and operated and shall not include any recommendations, guidelines, or requirements that negatively impact the ability of users to complete their assigned duties of public safety or public service or adversely affect the performance or security of the subsystem.

6.03. Five (5) Year Capital Improvement Plan

By May 1st of each year, develop and approve a Five (5) Year Capital Improvement Plan for the Subsystem for which funds from the Capital Improvement Fund are to be allocated. Capital Improvement Plan will include:

- (1) Business case for the upgrades, expansions, and/or replacements of/to the Milwaukee County Subsystem;
- (2) Estimated implementation and run costs, timelines, and impact to current performance for the recommended capital improvements changes or additions; and
- (3) Recommendations for the Capital Improvement Fund (legislative or otherwise) which may be needed to meet the costs or operational standards associated with a more sustainable and/or stable funding mechanism.

6.04. Usage and Fees of the Subsystem for Non-Public Safety Organization

Approve the use of the Subsystem by non-members or non-Public-Safety organizations (Public Safety eligibility as defined by 47 CFR §90.421) and recommend fees for such use.

6.05. Annual Report

Prepare and submit by the end of the first quarter of the calendar year an Annual Report to the County Executive, appropriate elected officials and user bodies. The Annual Report will include, but is not limited to, financial information, system metrics, previous year highlights, Five (5) Year Capital Improvement Plan and goals for the upcoming year.

6.06. Standing and Special Committees

Create the Technical, the Operational and the Special Committees as described in Sections 7.02 – 7.05. The Board shall operate and collaborate with these committees.

6.07. Prohibited Actions of the Board

The Board is expressly not allowed to:

- (1) Establish policy that would violate or be in conflict with the Memorandum of Understanding (MOU) established between Milwaukee County and Waukesha County or with the Intergovernmental Agreement (IGA) that acts as the participation agreement with user departments/agencies;
- (2) Establish policies for the non-P25 existing analog system or for any radio system owned or operated by local municipalities;
- (3) Oversee implementation of the Subsystem;
- (4) Negotiate with Contractor or other vendors or make commitments regarding purchases;
- (5) Collect, hold, or distribute funds;
- (6) Levy taxes;
- (7) Incur debts;
- (8) Issue bonds; and

(9) Sue.

Section 7: Committee Structure

7.01. Committee Creation

The Board may create and dissolve Special Committees to assist the Board in performing its duties and responsibilities according to the following:

- (1) Creation of a Special Committee shall require action by the Board and shall include definition of the duties and responsibilities of the Committee, its chair and members, and any other matters necessary for the efficient operation of the Committee. Committees operate under the same Authority as the Board, reference Section 2.
- (2) The Board may direct a Special Committee to prepare investigations, reports, etc. of a particular topic and that Committee shall prepare their response in a timeframe agreed to by the Board Chairperson and the Chairperson of the Committee.

7.02. Standing Committees

There shall be two standing committees whose existence is inherent in the creation of the Board and that the Board shall not be able to dissolve. These two standing committees shall be the Technical Committee and the Operational Committee.

7.03. Technical Committee

(1) Technical Committee Voting Membership

The membership of the Technical Committee shall be as follows and each of the following members shall have an equal vote for matters that require a decision by vote:

- (a) A representative of the Milwaukee County Radio Services;
- (b) A representative of the Milwaukee County Department of Transportation;
- (c) A representative of a Police Department of a city, town, or village that participates as a daily user in the Subsystem;
- (d) A representative of a Fire Department of a city, town, or village that participates as a daily user in the Subsystem or relevant to Emergency Management and Planning; and
- (e) Three technical representatives at large from public safety agencies that participate as daily users in the Subsystem to be appointed by the Board.

(2) Technical Committee Advisory/Non-Voting Membership

The membership of the Technical Committee shall also include the following members in an advisory and non-voting capacity:

- (a) A representative from Waukesha County Radio Services; and
- (b) A representative from the Motorola Solutions, Inc.

7.04. Operational Committee

(1) Operational Committee Voting Membership

The membership of the Operational Committee shall be as follows and each of the following members shall have an equal vote for matters that require a decision by vote:

- (a) A representative of the Milwaukee County Radio Services;
- (b) A representative of the Milwaukee County dispatching services;

- (c) A representative of Milwaukee County Department of Transportation;
 - (d) A representative of a Police Department of a city, town, or village that participates as a daily user in the Subsystem;
 - (e) A representative of a Fire Department of a city, town, or village that participates as a daily user in the Subsystem;
 - (f) A representative of an Emergency Medical Services Division that participates as a daily user in the Subsystem;
 - (g) A municipal representative of a dispatch center that has a wireline connection into the Subsystem to provide dispatch services for at least one public safety agency that participates as a daily user in the Subsystem
- (2) **Operational Committee Advisory/Non-Voting Membership**
 The membership of the Operational Committee shall also include the following members in an advisory and non-voting capacity:
- (a) A representative from Waukesha County Radio Services;
 - (b) A representative from The Wisconsin Interoperable System for Communications (WISCOM); and
 - (c) A representative from Amateur Radio Emergency Service (ARES)/Radio Amateur Communications Emergency Services (RACES).

7.05. Technical and Operational Committee Membership Provisions

The Technical and Operational Committees shall operate according to the following provisions:

- (1) All members of the Technical and Operational Committees shall be nominated by and approved by the Board of Directors;
- (2) Any Technical and Operational committee member may be recommended for removal from their position if a full three-quarters of the other committee members so decide by vote. The recommendation will be reviewed by the Board; the Board, with a majority vote, may uphold the recommendation. In such a case, that position shall be filled by a different individual within the same functional group through nomination and approval by the Board of Directors;
- (3) Agencies should not have more than one appointed member on the Technical Committee and should not have more than one member on the Operational Committee unless voted and approved by the Board;
- (4) The Technical Committee and on the Operational Committee shall each have Officers that shall be elected from and by their respective Voting Memberships;
- (5) A Chairperson whose duties are to represent the Committee as its principal spokesperson; preside at Committee meetings; direct the preparation of the agenda for all Committee meetings; and present recommendations of the Committee to the Board of Directors, or designee, for action;
- (6) A Vice Chairperson whose duties are to exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve;
- (7) A Secretary whose duties are to record meeting proceedings, develop & distribute communications and materials to committee members and other interested parties as necessary;

- (8) Elections of the Officers for each Committee shall occur at their first meeting and shall occur thereafter according to the following schedule:
 - (a) Vice Chairperson: On January 1st of the first year following their first meeting and then again every two years thereafter; and
 - (b) Chairperson and Secretary: On January 1st of the second year following their first meeting and then again every two years thereafter;
- (9) Officers serve until a replacement is elected.

Section 8: Committee Duties

8.01. Technical Committee Duties

The duties of Technical Committee shall be to:

- (1) Make recommendations regarding the design or configuration of the Subsystem;
- (2) Prepare technical advice for methods to implement the recommendations of the Operations Committee;
- (3) Provide input regarding the technical state of the Subsystem for the Board's Annual Report; and
- (4) Other duties as assigned or directed by the Board.

8.02. Operational Committee Duties

The duties of the Operational Committee shall be to:

- (1) Make recommendations regarding the use of the Subsystem including allowed/authorized talk groups, daily and special (incident/event) usage protocols, terms and conventions, usage exercises, and training programs;
- (2) Describe the operational impacts of recommendations developed by the Technical Committee;
- (3) Provide input regarding the operational state of the Subsystem for the Board's Annual Plan; and
- (4) Other duties as assigned or directed by the Board.

8.03. Standing Committee Coordination

The Technical and Operational Committees shall review and provide comments to the recommendations or reports submitted to the Board by the other Committee prior to submission.



serious mobility
when it matters most

Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
D: 414-546-7625
C: 262-989-1310
dfeiler@baycominc.com

Oak Creek Police Department
Attn: Steve Anderson
2/4/2015

SUBJECT: Budgetary proposal for 6) MCC7500 Dispatch Consoles

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Motorola MCC7500 6 Position Dispatch Console Includes all Work Stations, Touch Displays, Speakers, Goose Neck Mics and Headset Jacks, Conventional and CGM Gateways, all Back Office Equipment. Also Includes AIS Interface and Digital Recording Interface equipment and all required Spare equipment.	\$450,000.00	\$450,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
1	Factory Staging, Configuration/Optimization, Installation and Freight.	\$136,000.00	\$136,000.00 \$0.00 \$0.00
	2015 Budgetary Pricing		\$0.00
		EQUIPMENT COST:	\$586,000.00
		SHIPPING:	\$1,000.00
			\$0.00
		PURCHASE PRICE:	\$587,000.00

Payment With Order: NET 10 Days
Budgetary Quotation Good Until April 1, 2015

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.

If You Have Any Questions Please Contact Dave Feiler at: 414-546-7625

Signature: _____

Date: _____



Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
D: 414-546-7625
C: 262-989-1310
dfeiler@baycominc.com

OCPD
Attn: Steve Anderson

2/4/2015

SUBJECT: MCC7500 Dispatch Console System - Detailed 02042015

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		MASTER SITE LICENSES		\$0.00
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE	\$ -	\$0.00
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00
1	CA00997AL	ADD: UCS LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00
1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC	\$ 5,000.00	\$5,000.00
				\$0.00
		MCC7500	\$ -	\$0.00
		WORKSTATION	\$ -	\$0.00
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$250.00
6	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$71,520.00
6	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$72,000.00
6	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$18,000.00
6	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$30,000.00
6	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$19,500.00
6	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$4,500.00
6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$0.00
6	DS22WBLKTS	22 INCH WIDE WITH TOUCH SCREEN MONITOR, BLACK	\$ 4,100.00	\$24,600.00
6	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	\$ 2,550.00	\$15,300.00
6	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$300.00
12	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$5,400.00
6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$1,500.00
12	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$2,400.00
6	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	\$ 242.00	\$1,452.00
6	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	\$ 149.00	\$894.00
6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$1,740.00
6	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$990.00
6	DDN1611	DUAL IRR SW USB HASP WITH LICENSE (V46)	\$ 2,648.00	\$15,888.00
6	DDN1895	SOUND BLASTER AUDIGY RX SOUND CARD	\$ 123.00	\$738.00
6	CDN6673	CREATIVE LABS INSPIRE A60	\$ 46.00	\$276.00
				\$0.00
		SITE NETWORK	\$ -	\$0.00
6	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$13,500.00
2	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$8,400.00
2	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$6,000.00
2	CA01616AA	ADD: AC POWER	\$ -	\$0.00
				\$0.00
		AUX I/O SERVER		\$0.00
1	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$1,855.00
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$175.00
1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$120.00
6	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$540.00
				\$0.00
		SITE CONTROLLER		\$0.00
1	T7038	GCP 8000 SITE CONTROLLER	\$ 3,000.00	\$3,000.00
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$5,000.00
1	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$50.00
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$ 4,000.00	\$4,000.00
				\$0.00
		CCGW'S		\$0.00
4	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$16,800.00
4	CA01616AA	ADD: AC POWER	\$ -	\$0.00
4	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$12,000.00
4	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$16,800.00
4	CA01616AA	ADD: AC POWER	\$ -	\$0.00
4	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$12,000.00
				\$0.00
		RACK WITH GROUNDING EQUIPMENT		\$0.00
2	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 495.00	\$990.00
4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 355.00	\$1,420.00
2	DSTS.J100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$ 154.00	\$308.00
2	DSTS.JADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$ 88.00	\$176.00
				\$0.00
		CONSOLE SPARES		\$0.00
4	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$1,800.00
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$500.00
2	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$400.00
2	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	\$ 2,550.00	\$5,100.00
1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00
2	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$ 11,830.00	\$23,660.00
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$3,250.00
1	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$750.00
1	01009513002	PWR SPLY 108W AC INP 12VDC OUT W18	\$ 150.00	\$150.00
1	3082933N08	GR500 AC POWER CORD	\$ 16.00	\$16.00
1	30009351001	DC CABLE ASSY	\$ 32.00	\$32.00
1	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$2,250.00
2	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$8,400.00

1	CA01616AA	ADD: AC POWER	\$	-	\$0.00
1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$	3,000.00	\$3,000.00
1	DLN6569	FRU: GCP 8000/GCM 8000	\$	2,500.00	\$2,500.00
1	DLN6781	FRU POWER SUPPLY	\$	2,200.00	\$2,200.00
1	DLN6898	FRU: FAN MODULE	\$	206.00	\$206.00
1	DDN1895	SOUND BLASTER AUDIGY RX SOUND CARD	\$	123.00	\$123.00
1	CDN6673	CREATIVE LABS INSPIRE A60	\$	46.00	\$46.00
					\$0.00

EQUIPMENT COST:	\$451,930.00
FACTORY STAGING:	\$32,000.00
CONFIG & OPTIM:	\$54,000.00
INSTALLATION:	\$47,000.00
FREIGHT:	\$1,250.00

Payment With Order: NET 30 Days / Incremental Billing

Quotation Good for 90 Days.

PURCHASE PRICE: **\$586,180.00**

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
 All of the information listed on this proposal is confidential and proprietary information.
 If You Have Any Questions Please Contact Dave Feiler at 414-546-7625.

Signature: _____

Date: _____



City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 11

Recommendation: That the Common Council approves payment of the obligations as listed on the April 1, 2015 Vendor Summary Reports.

Background: Of note are the following payments:

1. \$90,617.58 to Advanced Disposal-Muskego (pg #1) for recycling.
2. \$5,683.78 to Bauer Built Tire-Waukesha (pg #3) for tires.
3. \$5,108.15 to Alfred Benesch & Co. (pg #3) for Bridge replacement.
4. \$7,497.43 to Butters-Fetting Co, Inc. (pg #4) for Building Maintenance.
5. \$52,006.74 to A Compass Minerals Company (pg #5) for salt supply.
6. \$2,077,310.18 to Corporate Contractors Inc. (pg #6) for City Hall, Library and Fire Station payment.
7. \$18,277.79 to Environ (pg #8) for North Bluff Stabilization Engineering and Administration fees.
8. \$8,109.21 to Godfrey & Kahn S.C. (pg #10) for Lakeview Park Phase II and TIF 11 Capital Outlay legal fees.
9. \$14,970.45 to Milwaukee Area Domestic Animal (pg #17) for County Animal Control.
10. \$5,298.50 to Motorola Solutions, Inc. (pgs #17) for Police Grants, Radio Maintenance and Radio Equipment and Maintenance.
11. \$9,832.37 to National Insurance Company (pgs #18) for disability insurance.
12. \$6,267.01 to Power & Telephone (pg #20) for City Hall and Library phone system set up.
13. \$48,470.00 to ProPhoenix Corporation (pg #21) for Consolidated Dispatch Set Up.
14. \$8,818 to R.A. Smith National (pg #25) for Drexel Town Square services.
15. \$40,954.56 to SmithgroupJJR (pg #25) for Lake Vista redevelopment planning, programming, and conceptual design.
16. \$12,762.64 to Wheaton Franciscan Medical Grp (pg #29) for February clinic services and recruitment testing.
17. \$55,740.80 to WE Energies (pg #30-31) for street lighting, electricity and Natural Gas.
18. \$17,686.34 to World Fuel Services, Inc. (pg #31) for fuel inventory.
19. \$17,925.00 to Your Safety Company (pg #32) for AED Replacements.

Fiscal Impact: Total claims paid of \$2,658,771.15.

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: April 6, 2015

Item No.: 12

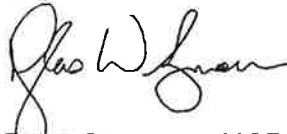
Recommendation: That the Common Council adopt Ordinance No. 2761, an Ordinance to Approve a Conditional Use Permit for the Property at 150 W. Town Square Way for a Restaurant with Drive-through Facility, incorporating Conditions and Restrictions.

Background: At the March 17, 2015 hearing, the Common Council adopted Ordinance No. 2759, which approved a Conditional Use Permit for the Property at 150 W. Town Square Way for a Restaurant with Drive-through Facility. The adopted ordinance contained language that the Council referred the matter to the Plan Commission to prepare and approve conditions and restrictions, and directed that this matter be referred back to the Common Council for its meeting of April 6, 2015 for a revision to Ordinance 2759 to incorporate the conditions and restrictions.

At the March 24, 2015 meeting, the Plan Commission reviewed Conditions and Restrictions for the Conditional Use Permit for a restaurant with drive-through facility at 150 W. Town Square Way. By unanimous vote, the Plan Commission recommended that the Common Council approve the Conditions and Restrictions contained with this report. The attached ordinance also corrects the address for the conditional use permit.

Fiscal Impact: Approval of this use will allow a business to construct a new restaurant on a currently vacant lot that is part of Drexel Town Square and TID 11. Taxes and impact fees generated from the development of this project would result in a positive fiscal impact for the City. Impact fees are estimated at \$3,066.

Prepared by:



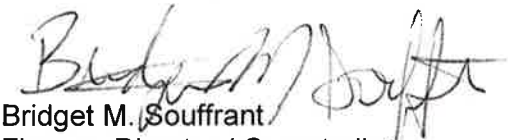
Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

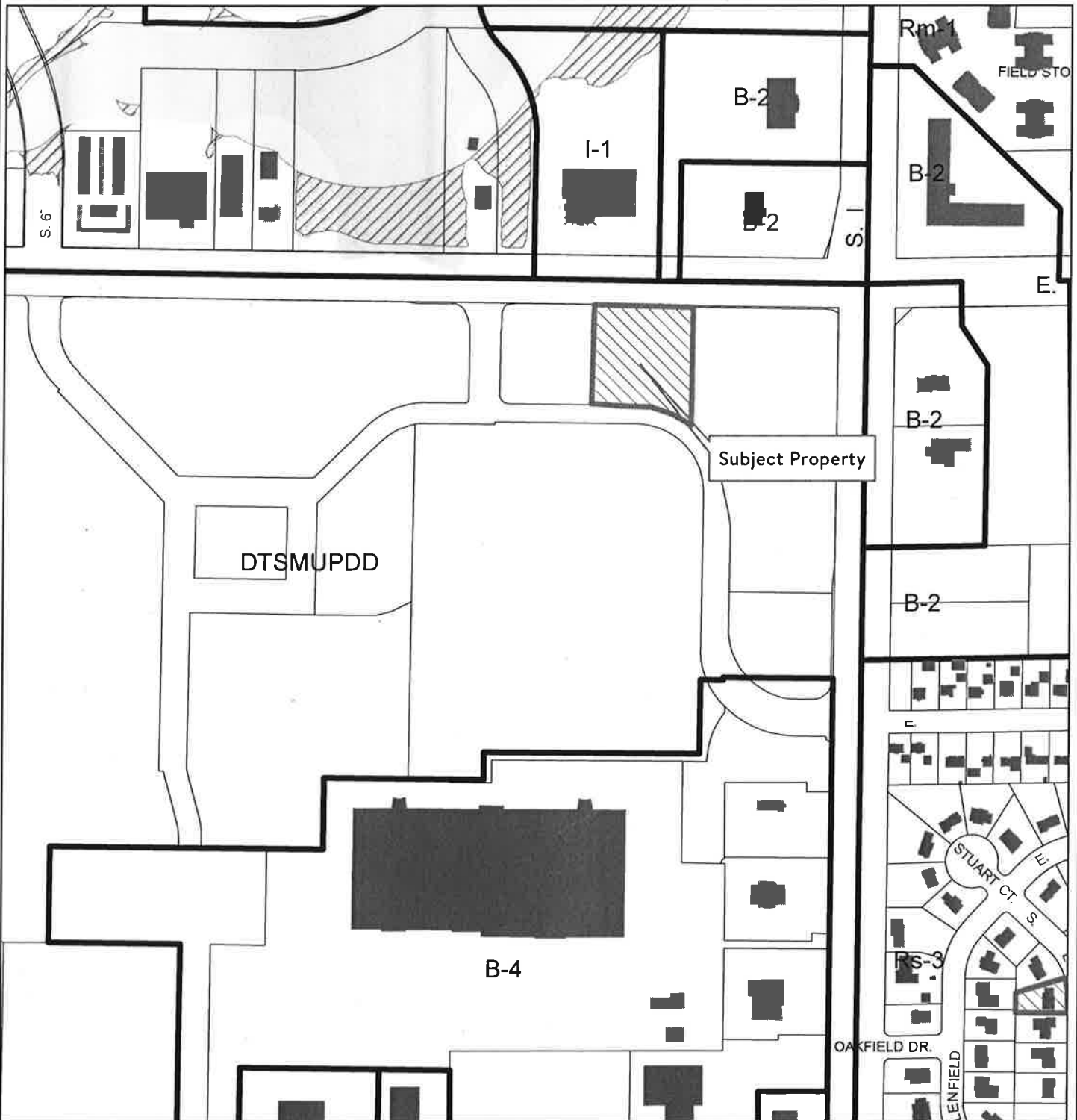
Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

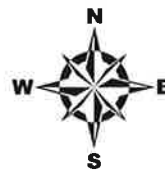
Location Map

150 W. Town Square Way



OAKCREEK
— WISCONSIN —

Department of Community Development



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

Legend

- 150 W. Town Square Way
- Floodings
- Floodway
- Flood Fringe (FF)
- Shoreland Wetland Conservancy (C-1)
- Lakefront Overlay District (LOD)
- Mixed Use Neighborhood Overlay (NO)
- Mixed Use Office Overlay (OO)
- Regional Retail Overlay District (RR)

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

Applicant: Chick-fil-A
Property Address: 150 W. Town Square Way
Tax Key Number: 813-9047
Conditional Use: Restaurant with drive-through facility

Approved by Plan Commission: 3-24-15
Approved by Common Council: TBD
(Ord. #2759, 2761)

I. LEGAL DESCRIPTION

Lot Two (2) of Certified Survey Map No. 8642, a division of Lot One (1) of Certified Survey Map No. 8369, in the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 2014 as Document No. 10414444.

II. REQUIRED PLANS, EASEMENTS, AGREEMENTS, AND PUBLIC IMPROVEMENTS

A. Precise, detailed site plans must be in general conformance with the adopted general development plan in the Drexel Town Square Mixed Use Planned Development District (DTSMUPDD) General Development Plan and Regulating Plan, and shall be submitted to and approved by the Plan Commission prior to the issuance of any building or occupancy permits. The plans shall show and describe the following:

1. General Site Plan

- a) detailed building locations with setbacks
- b) square footage of building
- c) areas for future expansion
- d) area to be paved
- e) easements (existing and proposed)
- f) access drives (width and location)
- g) sidewalk locations
- h) parking layout and traffic circulation
 - i) location
 - ii) number of employees
 - iii) number of spaces
 - iv) dimensions
 - v) setbacks
- i) location of loading berths
- j) location of sanitary sewer (existing and proposed)
- k) location of water (existing and proposed)
- l) location of storm sewer (existing and proposed)
 - i) including detention/retention basins if needed
- m) precise location of outdoor storage
- n) location of wetlands (field verified)
- o) location, square footage and height of signs
- p) a description of the vehicles, materials and equipment to be stored at the site

2. Landscape Plan

- a) screening plan for outdoor storage
- b) number, initial size and type of plantings
- c) parking lot screening/berming

3. Building Plan

- a) architectural elevations
- b) building floor plans
- c) materials of construction

4. Lighting Plan

- a) types of fixtures
- b) mounting heights
- c) type of poles
- d) photometrics of proposed fixtures

5. Grading, Drainage, Erosion Control, and Stormwater Management Plan

- a) contours (existing and proposed)
- b) location of storm sewer (existing and proposed)
- c) location of erosion control measures, stormwater management structures and basins (if required)

6. Fire Protection

- a) location of existing and proposed fire hydrants (public and private)
- b) interior floor plan
- c) materials of construction

B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.

C. For each phase of development and any new buildings or structures and additions, site grading and drainage, public streets and easements, stormwater management and erosion control plans

shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for cross access, telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cables shall be installed underground within the boundaries of the DTSMUPDD.
- G. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

III. ACTIVE STREETS AND WALKABILITY

- A. Build-to zones (BTZ) shall adhere to the following:
 - 1. At least 60%-90% of the linear edge shall be building façade.
 - 2. The BTZ must include the building's front façade.
 - 3. Architectural elements such as porches, decks, stoops, bay or oriel windows, balconies, awnings, roof eaves, pergolas, covered walkways, ornamental features, chimneys, and lights should also fall within the BTZ range.
 - 4. In no case shall BTZs extend into a utility easement, beyond a property line, or interfere with required vision triangles.
 - 5. Within a public right-of-way some encroachments should be allowed for temporary uses such as tables, planters, heaters, sidewalk signage, and similar elements that extend past the property line. All encroachments must take out a permit and be approved by the City of Oak Creek.
- B. Landscape zones (LZ) must include multiple layers of continuous elements such as hedges, decorative fences, and closely spaced trees. Typical lot edge landscapes with sparsely placed plant materials will not be considered adequate. Longer landscape zones, which extend for more than 100', should be more elaborate and wider with more layers of elements (e.g., a hedge, decorative fence and double tree line).
- C. Mixed Building and Landscape zones (MLZ) should incorporate combinations of the build-to-zone and landscape zone requirements.
- D. The use of berms in the front of buildings along residential streets is prohibited.

IV. PARKING, ACCESS, AND SERVICE AREAS

- A. All driveway locations must be approved by the Plan Commission as part of the detailed site plan review for each phase of development.
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.

- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- G. When vehicular parking entries, curb cuts, and driveways, cross the public walks/easements they shall not exceed 24 feet in width, except when deemed necessary to accommodate service and emergency vehicles, etc.
- H. Where the vehicle entry driveway crosses the sidewalk, the paving along the sidewalk must remain at the same typical height as the adjacent sidewalks to create a level, non-interrupted path for pedestrians.

V. MAINTENANCE AND OPERATION

- A. The maintenance of common areas shall be the responsibility of a property owners association, business improvement district, or other organization acceptable to the City of Oak Creek Plan Commission and One West Drexel, LLC.
- B. Each building site shall have its own or a shared designated refuse and trash area. Refuse areas shall be integrated into the building architecture with high quality design and/or screened with similar building materials to the main architecture.
- C. Location of trash and refuse areas shall be positioned in such a way within the parcel to allow trucks and easy-in easy-out access. All outdoor trash areas will need attractive designs, and persistent maintenance. Enclosures shall be gated and always well maintained and kept clean. The pedestrian view shall always be kept attractive.
- D. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan(s). Solid waste collection and recycling shall be the responsibility of the owner(s).
- E. Removal of snow from off-street parking areas, private roads, walks and access drives shall be the responsibility of the property owner(s) consistent with any deeds or covenants and may be included as part of a common maintenance agreement with a property owners association, business improvement district, or other organization acceptable to the City of Oak Creek Plan Commission and One West Drexel, LLC.
- F. The maintenance of regional stormwater ponds shall be the responsibility of the City of Oak Creek. The responsibility for maintenance of other facilities constructed as part of the identified stormwater best management practices shall be the responsibility of the property owner, property owners association business improvement district, or other organization acceptable to the City of Oak Creek Plan Commission and One West Drexel, LLC consistent with any covenants, deed restrictions, developer agreements or intergovernmental agreements.

VI. SIGNAGE

- A. Signs shall comply with the requirements of Appendix B of the DTSMUPDD General Development Plan and Regulating Plan and the approved sign plan for Drexel Town Square.
- B. All primary and secondary signage must be approved by the Plan Commission as part of the site and building plan approval process.
- C. Signs shall harmonize with their surroundings in terms of size, shape, color, texture, and lighting so that

they complement the character of the neighborhood.

- D. Ground mounted or monument type signs shall be used to identify a single user or a group of tenants in the development in accordance with the approved specifications for such signs.
- E. Signs shall be integrated with the design of the buildings and/or landscape features.
- F. Site signage shall be primarily constructed of high quality, attractive, and durable building materials such as stone, brick, concrete, decorative metal, and hardwood.
- G. Lighting shall be designed carefully to avoid excessive glare or over illumination. External lighting must be discreet and unobtrusive, and not shine outward into the pedestrian or driver vision path.
- H. Glaring and directed spotlights are not acceptable; lighting must not adversely affect neighboring properties.
- I. Pole signs, billboard style wall-mounted and roof mounted signs are not allowed without special permission from the City Plan Commission and One West Drexel.

VII. LIGHTING

- A. All plans for outdoor lighting for each phase shall be reviewed and approved by the Plan Commission and by the Electrical Inspector in accordance with the DTSMUPDD General Development Plan and Regulating Plan, the approved lighting plan for Drexel Town Square, and Section 17.0808 of the Municipal Code.
- B. Limits on height: 15' maximum height for pedestrian lights; 25' maximum height for parking lot lights.
- C. All lighting must be either LED or Metal Halide (MH) in type.
- D. Pole type, height and color, as well as luminaire type, shall match the established standards for parking lot lighting within the Drexel Town Square Planned Development.

VIII. LANDSCAPING

- A. Plans and specifications for site landscaping for each phase of the development shall be subject to approval by the Plan Commission and should be consistent with the standards established by Section 17.1010 of the Municipal Code. Plans shall conform to the requirements of the DTSMUPDD. In the event that there are conflicts between the DTSMUPDD landscape standards and the Municipal Code, the requirements of the DTSMUPDD shall apply.
- B. Landscaping shall not interfere with any fire hydrants or fire department connections.
- C. All easements shall be illustrated on the landscape plan.
- D. Parking Lot Screening. Those parking areas for five (5) or more vehicles if adjoining a public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way. All screening materials shall be placed and maintained at a minimum height of three (3) feet.
 - 1. At least one ornamental deciduous tree, no less than 2.5" caliper, shall be incorporated into the design for every 50 linear feet of public street frontage.
 - 2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
 - 3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.

<u>Plant Type</u>	<u>Area of Coverage Provided</u>
Evergreen Tree (>8' Dia.)	75 sq. ft.
Large Shrub (6-8' Dia.)	38 sq. ft.
Medium Shrub (4-6' Dia.)	20 sq. ft.
Small Shrub (2-4' Dia.)	12 sq. ft.
Perennial (4.5" Pot)	6 sq. ft.

* Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
- E. Screening of Drive-Through Lanes. The landscaping plan shall incorporate elements to screen the drive through lanes from the public right of way and adjacent Oak Leaf Trail. Landscaping within this area shall effectively mitigate the conflicts between headlights of vehicles using the drive through lanes and the adjacent east bound traffic on Drexel Avenue.
 - F. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping.
 - G. Perimeter Landscape Area. In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.
 - H. Landscaping Adjacent to Buildings. There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.
 - I. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
 - J. Screening of Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
 - K. Screening of Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.
 - L. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
 - M. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.
 - N. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:

1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
 2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
 3. The location and percent of slope of all proposed berms using one (1) foot contours.
 4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
 5. Methods used in staking, mulching, wrapping or any other early tree care used.
 6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.
- O. The Plan Commission may modify any of the above standards by a $\frac{3}{4}$ majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modification of the particular standard.

P. BUILDING DESIGN GUIDELINES AND ARCHITECTURAL STANDARDS

- A. The overall minimum height of a one-story commercial building must not be less than 16 feet from finished floor to the highest point on the building for the perimeter commercial sub-district and 20' for buildings in other sub-districts.
- B. Windows and Glazing
1. Visual interaction by means of clear, non-tinted windows (glazing) is required along the street frontages of a building.
 2. Tinted glazing and opaque glass panels are prohibited except as accents.
 3. The percentage of the glazing zone that shall include clear glazing for first floor building uses is as follows:
 - a. Primary/Special Condition Façade: min. 30%
 - b. Non-entry Façade: min. 20%
- C. Building Materials
1. Building materials of enduring quality are required, such as brick, stone, wood, fiber cement, heavy vinyl, and stucco. All building materials shall be approved by the Plan Commission and be consistent with the requirements in the DTSMUPDD General Development Plan and Regulating Plan.
 2. Freestanding commercial structures shall be designed as four-sided architecture with finish grade materials used consistently on all facades. Four-sided architecture must be of high quality suitable for an urban commercial setting.
- D. Outlot buildings in the Perimeter Commercial District shall comply with the requirements of Appendix C of the DTSMUPDD.
- E. Material and color samples shall be submitted to the Plan Commission for review and approval.
- F. As part of the detailed review of site and building plans, the Plan Commission, with the written consent of the property owner, may make site specific modifications to any of the architectural standards in this

regulating plan by a ¾ majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modifications of the particular standard. Such modifications, as well as the supplemental design elements or improvements must be specifically identified as part of the record of the Plan Commission's approval.

Q. PERMITTED USES

- A. All permitted uses in the Drexel Town Square Mixed Use Planned Development District (DTSMUPDD) Perimeter Commercial Sub-District.
- B. One (1) restaurant with drive-through.
- C. Usual and customary accessory uses to the above listed permitted uses.

XI. TIME OF COMPLIANCE

The operator of the conditional use shall commence operations in accordance with these conditions and restrictions for the conditional use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a conditional use permit. This conditional use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

XII. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, ordinances, and orders not heretofore stated or referenced, is mandatory.

XIII. VIOLATIONS & PENALTIES

Any violations of the terms of this conditional use permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances. If the owner, applicant or operator of the conditional use permit is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the city shall have the right to revoke this conditional use permit, subject to the provisions of paragraph 14 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this conditional use permit or to seek an injunction regarding any violation of this conditional use permit or any other city ordinances.

XIV. REVOCAION

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

XV. ACKNOWLEDGEMENT

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

Owner's authorized representative

Date

(please print name)

ORDINANCE NO. 2761

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE
PROPERTY AT 150 W. TOWN SQUARE WAY FOR A RESTAURANT WITH DRIVE-
THROUGH FACILITY

(3rd Aldermanic District)

WHEREAS, Chick-fil-A has applied for a Conditional Use Permit that would allow for restaurant with drive-through facility located at 150 W. Town Square Way; and

WHEREAS, this property is more precisely described as follows:

Lot Two (2) of Certified Survey Map No. 8642, a division of Lot One (1) of Certified Survey Map No. 8639, in the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Seventeen (17), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 2014 as Document No. 10414444.

WHEREAS, the Plan Commission reviewed the request at its meeting of February 10, 2015 and did not recommend that the Conditional Use Permit be approved; and

WHEREAS, the Common Council held a public hearing on said request on March 17, 2015 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing, the Common Council was of the opinion that the best interests of the City would be served if the Conditional Use Permit was approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use consistent with similar uses in the City; and

WHEREAS, by adoption of Ordinance No. 2759 the Common Council directed the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a restaurant with drive-through facilities and consistent with past practices of and similar uses in the City; and

WHEREAS, the Plan Commission had approved the imposition of certain conditions and restrictions upon the construction, location and operation of this Conditional Use on March 24, 2015 and which conditions and restrictions are incorporated by reference into the Conditional Use Permit.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a

Conditional Use Permit for restaurant with drive-through facility located at 150 W. Town Square Way, which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the restaurant with drive-through facility.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made as part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

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

Passed and adopted this ____ day of _____, 2015

President, Common Council

Approved this ____ day of _____, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: April 6, 2015

Item No.: 13

Recommendation: That the Council adopt Resolution No. 11604-040615 authorizing the dissolution of Tax Incremental Financing District No. 9.

Background: Tax Incremental Financing District No. 9 was created on September 28, 2009. The district was created to support the mixed use development of properties in the vicinity of 13th Street and College Avenue. The base value of the district was \$11,558,900. The current equalized value (as of January 1, 2014) is \$12,857,800. This has resulted in an equalized value change of \$1,268,900. Even though two new hotels were constructed within the district (with a combined assessed value of over \$8,000,000) the value of the district only increased by \$1,268,900. This was due to a substantial decrease in personal property taxes within the district as well as sustained decreases in commercial property values over that time.

The project costs for this district, were projected at \$7,045,000 described as follows:

DETAILED LIST OF ESTIMATED PROJECT COSTS

1. Property Assemblage, Environmental Cleanup And Demolition	\$2,545,000
2. Development Incentives	\$2,000,000
3. Local share of 13th Street reconstruction	\$1,500,000
4. Streetscaping	\$1,000,000
<hr/>	
	Total \$7,045,000

The project costs associated with this district were limited to the City's share for the reconstruction of South 13th Street. Other project costs were not implemented due to less than anticipated tax increment within the district.

Since the City has received the tax increments necessary to pay the project costs it feels are necessary, it is appropriate that the district be closed.

Fiscal Impact: Upon closure, this TIF district will return a total of \$12,857,800 (\$1,268,900 of which is increment) in value to the tax rolls. The remaining accumulated fund balance will be redistributed to the overlapping tax jurisdictions as appropriate.

Prepared by:


Doug Seymour, AICP
Director of Community Development

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant
Finance Director / Comptroller

RESOLUTION NO. 11604-040615

RESOLUTION AUTHORIZING THE DISSOLUTION OF TAX INCREMENTAL FINANCING DISTRICT NO. 9 OF THE CITY OF OAK CREEK

WHEREAS, the Common Council of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") established its Tax Incremental Financing District No. 9 ("TID No. 9") pursuant to Section 66.1105, Wisconsin Statutes;

WHEREAS, the City has received or, after the next tax collection will have received, aggregate tax increments with respect to TID No. 9 in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred by the City under the Project Plan for TID No. 9; and

WHEREAS, it is necessary and desirable that the City dissolve TID No. 9 at this time.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek, Milwaukee County, Wisconsin, that:

Section 1. Dissolution of District. Tax Incremental Financing District No. 9 of the City of Oak Creek is hereby dissolved. The City Clerk is directed to give the State of Wisconsin Department of Revenue ("DOR") written notice of the dissolution of TID No. 9 pursuant to Section 66.1105(8), Wisconsin Statutes, in substantially the form attached hereto as Exhibit A within 60 days of the adoption of this Resolution and to provide to DOR such other information as is required by Section 66.1105(8)(c), Wisconsin Statutes.

Section 5. Distribution of Tax Increment Fund. After all project costs and all obligations with respect to TID No. 9 have been paid or the payment thereof provided for, any money remaining in the special fund for TID No. 9 (the "Tax Increment Fund") shall be paid over to the treasurers of the county, the school district, the technical college district or other tax levying municipality or to the general fund of the City in such amounts as belong to each respectively, having due regard for that portion of such monies, if any, that represents tax increments not allocated to the City and that portion, if any, that represents voluntary deposits of the City into the Tax Increment Fund.

Section 3. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th Day of April, 2015.

Passed and adopted this ___ Day of _____, 2015.

President, Common Council

Approved this ___ Day of _____, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A
(Form of Notice)*

Ms. Susan Plakus
Wisconsin Department of Revenue
Mail Stop 6-97
P.O. Box 8971
Madison WI 53708-8971

Re: City of Oak Creek, Wisconsin - Notice of Dissolution of Tax Incremental Financing District No. 9
("TID No. 9")

Dear Ms. Plakus:

This Notice is being furnished pursuant to Section 66.1105(8) of the Wisconsin Statutes.

On _____, 2015, the Common Council of the City of Oak Creek, Wisconsin authorized the dissolution of its TID No. 9. A copy of the resolution is attached.

This Notice shall be effective as set forth in Section 66.1105(8)(b).

To complete the City's records please sign the form of acknowledgement on the enclosed copy of this letter and return it to: City Clerk, City of Oak Creek, 8640 South Howell Avenue, Oak Creek, Wisconsin 53154.

Thank you for your cooperation.

Very truly yours,

Catherine A. Roeske
City Clerk

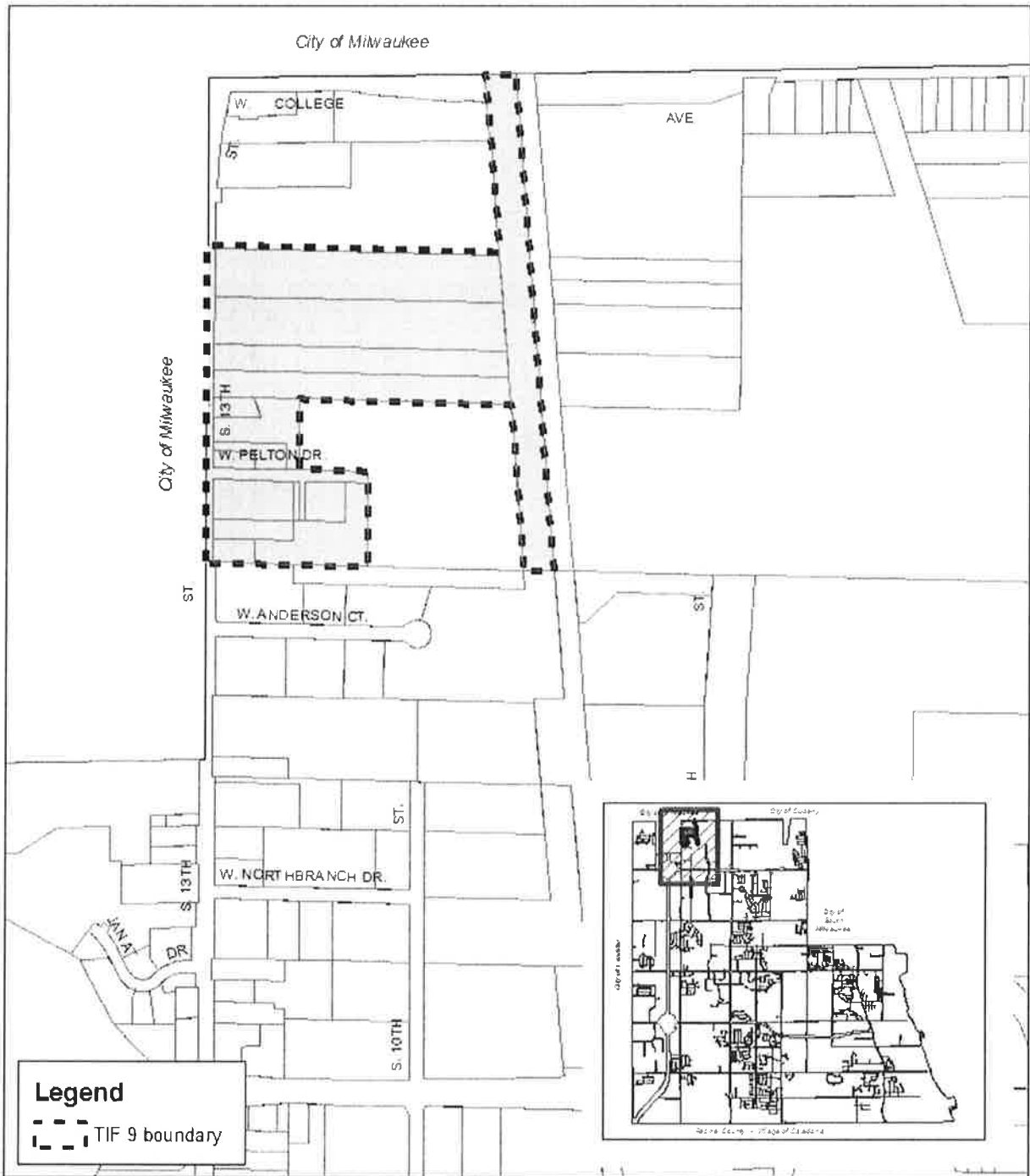
This Notice of Dissolution of City of Oak Creek Tax Incremental Financing District No. 9 was filed on _____, 2015.

Wisconsin Department of Revenue

By: _____
Title: _____

* To be sent to the Department of Revenue on City letterhead within 60 days after action is taken to dissolve TID No. 9 with a copy of the resolution attached.

Map 1 TIF #9 - Location Map



Legend
- - - TIF 9 boundary

NOTE: property boundaries as of 1-1-09

0 500 1,000 2,000 Feet

