



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0109	Resolution Resolution Authorizing Entering into an Intergovernmental Cooperation Agreement for Use and Distribution of Proceeds from Wisconsin Department of Natural Resources "Round One" Recycling Efficiency Incentive Grants. Introduced: 3/18/2003	In Committee Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION

Adoption

MOVER: VITALE

AYES 4

NOES 0

SECONDER: SENGSTOCK

EXCUSED TRUDELL

COMMITTEE ACTION DATE March 18, 2003

SIGNATURES OF COMMITTEE MEMBERS

Rud Trudell

Chair

Vice-Chair

COMMON COUNCIL ACTION

adopted

FINAL ACTION DATE March 18, 2003

MOVER:

Narlock

SECONDER:

Vitale

	AYE	NO
1. Barczak	✓	
2. Czaplewski	✓	
3. Kopplin	✓	
4. Lajsic	✓	
5. Murphy	✓	
6. Narlock	✓	
7. Reinke	✓	
8. Sengstock	✓	
9. Trudell	<i>exc</i>	
10. Vitale	✓	
TOTAL	<u>9</u>	<u>0</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0109

Final Action:

3-18-03

Resolution Authorizing Entering into an Intergovernmental Cooperation Agreement for Use and Distribution of Proceeds from Wisconsin Department of Natural Resources "Round One" Recycling Efficiency Incentive Grants.

WHEREAS, it has been proposed that the City of West Allis enter into an Intergovernmental Cooperation Agreement with the City of Wauwatosa and the Villages of Butler, Lannon, Menomonee Falls, and Sussex to collaborate in efforts to improve recycling and waste reduction; and,

WHEREAS, such intergovernmental cooperation will allow said municipalities to become a full partner in the Southeast Wisconsin Waste Reduction Coalition and be eligible for a Recycling Efficiency Incentive Grant from the Wisconsin Department of Natural Resources; and,

WHEREAS, the receipt of the grant and participation in the program will benefit the citizens of the City of West Allis.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Comptroller be and are hereby authorized to enter into the Intergovernmental Cooperation Agreement, a copy of which is attached hereto and made a part hereof, and deliver the aforesaid Agreement on behalf of the City of West Allis.

BE IT FURTHER RESOLVED that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under the aforesaid Agreement.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such changes, modifications, additions and deletions to and from the various provisions of the aforesaid Agreement, including any and all attachments, exhibits, addendums and amendments as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may reasonably necessary to complete the transaction contemplated therein.

ATTR-Intergov Agreement-WDNR

ADOPTED

March 18 2003

Paul M. Ziehler

Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED

March 21 2003

Jeannette Bell

Jeannette Bell, Mayor

Intergovernmental Agreement for Use and Distribution of Proceeds from Wisconsin DNR "Round One" Recycling Efficiency Incentive Grants

This agreement is made by and between the Cities of Wauwatosa and West Allis, and the Villages of Butler, Lannon, Menomonee Falls, and Sussex, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of allocating responsibilities and costs in relation to application and administration of a "Round One" Recycling Efficiency Incentive Grant ("Grant") from the Wisconsin Department of Natural Resources, pursuant to Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, during the year 2003.

WHEREAS the RUs desire to collaborate in an effort! to significantly improve recycling and waste reduction information/education efforts, and

WHEREAS the Southeast Wisconsin Waste Reduction Coalition ("SEWWRC"), has implemented programs combining the expertise and resources of local communities, state agencies, non-profit organizations, schools and businesses through regionally coordinated waste reduction and recycling programs, and

WHEREAS the RUs could achieve new efficiencies through SEWWRC by establishing themselves, as a group, as a new "Full Partner" in SEWWRC (the "Membership"), and thereby make collective use of SEWWRC's programming efforts, including the following:

- improve participation in area recycling and yard material programs
- promote waste reduction to help lower solid waste costs
- conduct outreach to schools and community groups
- develop and distribute printed, electronic, and media materials
- answer phone calls and respond to other contacts
- update area websites and electronic information
- maintain and distribute up-to-date information regarding emerging solid waste issues and the efforts area communities are undertaking regarding Wisconsin's recycling laws and rules, and

WHEREAS the RUs desire to share and allocate costs of the Membership proportionately among themselves based upon the population and program participation level of each of the RUs, and

WHEREAS the RUs who are presently individual committee members, sponsors, and/or partners of SEWWRC do not intend to use this new Membership as a basis for reduction or elimination of their individual level of participation in SEWWRC, and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law,

6. **Membership Coordination.** The RUs shall be jointly responsible for the coordination of the Membership, on the basis of equal voting rights for majority rule where each RU has one vote, and shall recommend such further agreements or contracts as may be necessary or advisable for the proper functioning of the Membership.

7. **Use, Operation and Maintenance.** The RUs shall from time to time enter into such agreements or contracts as may be necessary and required for the mutual use, operation and maintenance of the Membership in order to effectuate the purposes and objects of this Agreement.

8. **Effective Date and Term of Agreement.**

(a) This Agreement becomes effective on that date by which all RUs have adopted this agreement. It terminates as of midnight on December 31, 2003 unless otherwise extended or terminated by the Membership.

(b) Notwithstanding paragraph 8(a) above, an RU may terminate its participation in the agreement upon 30 days notice through approval of, and upon the date established by its governing body. Any RU terminating its participation under this paragraph shall not be entitled to reimbursement of any payments made by that RU under this agreement. Termination of its participation under this paragraph will not relieve any RU of its obligation to pay any payments invoiced prior to the date the RU's termination becomes effective.

9. **Non-receipt of Grant Funds.** If no grant funding is received by the RUs pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, this agreement shall terminate, and the RUs shall have no obligation to fund or participate in the Membership, and the Membership shall not be established with SEWWRC.

10. **Ownership.** It is understood that the RUs have joint ownership of any shared equipment and all rights, permits and licenses obtained in conjunction with the Membership and upon any termination of this Agreement by one or more of the RUs, but not all RUs, any and all right, title and interests in said equipment, permits, licenses or other property rights shall be automatically transferred to the non-terminating RUs. There will be no refund of any costs to any RU terminating the Agreement prior to expiration of the Membership. If all RUs terminate this Agreement, the equipment shall be disposed of in a manner to be negotiated by the RUs.

11. **Evidence of Authorization by Governing Body.** Each RU entering into this Agreement and participating in the Membership shall provide, in addition to proof of authorization to affix the signature or signatures below, an authorizing resolution, from its governing body of elected officials having the power to authorize such resolution, which resolution shall specifically authorize a representative of that RU to apply for financial assistance pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549.

(SIGNATURES ON NEXT PAGE)

B E S M A R T

THINK A LITTLE ABOUT WASTE REDUCTION. IT CAN MEAN A LOT.

www.besmart.org 1-866-91-SMART 414-272-3334 Date: _____

Municipal Partnership Form Southeast Wisconsin Waste Reduction Coalition

Municipality: _____

Mailing Address: _____

Contact Person: _____

Phone Number: _____ E-mail: _____

Will you provide staff in-kind time and/or materials? Yes No

Would you like to serve on a Coalition Work Group?

Education Festivals Newspaper Sections Special Wastes

Would you like to volunteer to help the Coalition with certain tasks?

Scholarship Judging Festival Monitoring Assist with Events Other _____

Would you like to receive monthly Coalition minutes by e-mail? Yes No

Choose a Basic Partnership, plus one or more menu options

Basic Partnership – *Support waste reduction in SE Wisconsin*

Description	Per capita Cost	Commitment
One year partnership in Coalition programs including: <ul style="list-style-type: none"> • Be Smart Scholarship competition • Residents subscribing to the Journal Sentinel receive the Green Pages, plus complimentary copies for libraries • Cash Not Trash packets for festival planners • Be Smart website link • Articles for newsletters • Access to Be Smart phone hotline • Networking through email and meetings 	\$.10 per capita	

Menu of services

Description	Cost	Commitment
Full page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 11.6" wide by 20" deep	\$10,560	
Half page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 11.6" wide by 10" deep	\$ 5,280	
Quarter page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 5.75" wide by 10" deep	\$ 2,680	

2003 Recycling Efficiency Incentive Grant Application

Draft until rule is effective on April 1, 2003.

Notice: Under s. NR 549.08(2), Wis. Adm. Code, Responsible Units, as defined in s. 287.09(1), Wis. Stats., are required to complete this form and submit it to the DNR with a postmark date of no later than April 15, 2003, to be considered for funding under the Recycling Efficiency Incentive Grant Program. Receipt of this information by the DNR is mandatory for a Recycling Efficiency Incentive grant. Failure to submit a completed form will result in the denial of grant funds. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records law [s. 19.31 - 19.39, Wis. Stats].

Funding Process and Instructions:

- Responsible Unit: Complete this application form and keep a copy for your files. Use Section 2 to indicate how efficiency was achieved by the March 31, 2003, deadline. County Responsible Unit status must conform to s. 287.09, Wis. Stats. If claiming cooperative agreements as type of efficiency, each participating Responsible Unit must submit its own application and have agreements consistent with s. 66.0301, Wis. Stats., to be considered for funding.
- Attach an authorizing resolution designating a representative who is authorized to submit this application on behalf of the Responsible Unit and to handle all grant actions. Resolutions previously submitted to the DNR for other recycling grant programs do not satisfy this requirement. Applications will not be considered complete unless the authorizing resolution is attached to this application at the time it is submitted to the DNR.
- Submit completed and signed application form and authorizing resolution to:

Recycling Efficiency Incentive Grant Program (CF/8)
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

- The postmark deadline for all application materials is April 15, 2003. NOTE: Unlike the basic recycling grant program, there is no possibility for reduced awards if applications are submitted late. Applications that are not postmarked by April 15, 2003, will not be considered for funding in calendar year 2003.

Funding Evaluation and Distribution: \$1,900,000 is anticipated to be available for distribution in calendar year 2003. Availability of funds in future grant years will be dependent on legislative appropriations.

- The DNR will consider as qualified to share available funding all eligible Responsible Units that submit a completed application by the postmark deadline, attach an authorizing resolution, and indicate at least one method of efficiency on their applications.
- Available funding will be divided by the total population of all qualified Responsible Units, as defined by population statistics provided to the DNR by the Wisconsin Department of Administration. To be eligible, Responsible Units must have received a Basic Recycling Grant in both 2001 and 2003.
- Each qualified applicant will receive a disbursement, based on a flat per capita rate. NOTE: For 2003, a grant under this program, when combined with an Responsible Unit's basic recycling grant, may not exceed the net eligible recycling expenses that the Responsible Unit incurred and reported for calendar year 2001.
- The DNR expects to disburse funds (mail checks) to successful applicants by June 30, 2003.

SECTION 1: APPLICANT INFORMATION

1. Responsible Unit Name _____ County	Municipal Code <div style="text-align: center;"> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> </div> If additional sheets are attached, be sure to show your municipal code at the top right corner of each attached page.
Name of Authorized Representative (First, Middle Initial, Last)	Name of Contact Person (First, Middle Initial, Last)
Title	Title
Telephone Number (include area code) / BEST TIME TO CALL	Telephone Number (include area code) / BEST TIME TO CALL
FAX Number (include area code)	FAX Number (include area code)
Mailing Address (Street or Route)	Mailing Address (Street or Route)
City, State, Zip Code	City, State, Zip Code
E-mail Address	E-mail Address

2. List of Municipalities: Identify all the municipalities included in your Responsible Unit and their municipality code numbers. (Attach a separate page if more space is needed.)

Municipality Name	Municipal Code	Municipality Name	Municipal Code
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Intergovernmental Agreement for Use and Distribution of Proceeds from Wisconsin DNR "Round One" Recycling Efficiency Incentive Grants

This agreement is made by and between the Cities of Wauwatosa and West Allis, and the Villages of Butler, Lannon, Menomonee Falls, and Sussex, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of allocating responsibilities and costs in relation to application and administration of a "Round One" Recycling Efficiency Incentive Grant ("Grant") from the Wisconsin Department of Natural Resources, pursuant to Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, during the year 2003.

WHEREAS the RUs desire to collaborate in an effort! to significantly improve recycling and waste reduction information/education efforts, and

WHEREAS the Southeast Wisconsin Waste Reduction Coalition ("SEWWRC"), has implemented programs combining the expertise and resources of local communities, state agencies, non-profit organizations, schools and businesses through regionally coordinated waste reduction and recycling programs, and

WHEREAS the RUs could achieve new efficiencies through SEWWRC by establishing themselves, as a group, as a new "Full Partner" in SEWWRC (the "Membership"), and thereby make collective use of SEWWRC's programming efforts, including the following:

- improve participation in area recycling and yard material programs
- promote waste reduction to help lower solid waste costs
- conduct outreach to schools and community groups
- develop and distribute printed, electronic, and media materials
- answer phone calls and respond to other contacts
- update area websites and electronic information
- maintain and distribute up-to-date information regarding emerging solid waste issues and the efforts area communities are undertaking regarding Wisconsin's recycling laws and rules, and

WHEREAS the RUs desire to share and allocate costs of the Membership proportionately among themselves based upon the population and program participation level of each of the RUs, and

WHEREAS the RUs who are presently individual committee members, sponsors, and/or partners of SEWWRC do not intend to use this new Membership as a basis for reduction or elimination of their individual level of participation in SEWWRC, and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law,

IT IS THEREFORE AGREED THAT:

1. **The Membership.** The RUs shall utilize the proceeds of the Grant to establish themselves, as a group, as a new "Full Partner" in SEWWRC prior to March 31, 2003, extending through December 31, 2003, pursuant to the rules and regulations of SEWWRC.
2. **Non-termination of individual Memberships.** Those RUs who are presently individual committee members, sponsors and/or partners of SEWWRC shall not utilize this new Membership as a basis for reduction or elimination of their existing and ongoing individual participation in SEWWRC in 2003; although subsequent rounds of REI grants may be used to cover such participation if available and this Agreement is amended to extend the Membership through such times—including Round 2 of REI grants whose application is anticipated in October, 2003.
3. **Proportionate Payments.** Each RU will pay, from the proceeds of the Grant, its Proportionate Share of the cost of the Membership, payable directly to SEWWRC, within 30 days of receipt of the Grant proceeds. For purposes of this Agreement, the Proportionate Share of any individual RU shall be a percentage calculated by dividing the population of the individual RU by the total population of all RUs participating in this Agreement. Each RU's proportionate payment is noted in their corresponding attached "Municipal Partnership Form" section on Basic Partnership, and collectively in Appendix One the "Combined Municipal Partnership Form" section on Basic Partnership.
4. **Additional Costs.** Any additional costs and/or payment arrangements which the MEMBERSHIP may consider obligating itself to shall be completely and totally optional on the part of each of the participating RU's. Payment for such optional arrangements shall be based upon a proportionate share calculation of only those RU's wishing to participate in such an arrangement.

No RU shall be obligated to make and/or cost share any additional payment to the MEMBERSHIP. Any and all additional arrangements which the MEMBERSHIP may make shall, if required, be funded exclusively by those RU's electing to partake in such arrangements.

Each RU's additional and optional costs are noted in their corresponding attached "Municipal Partnership Form" section on Menu of Services, and collectively in Appendix One the "Combined Municipal Partnership Form" section on Menu of Services. These additional and optional costs are payable by each RU within 30 days of the SEWWRC invoice to the RU for the corresponding service.
5. **Liability and Indemnification.** Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees, which in any manner result from this Agreement or the operation of the Membership ("Liabilities") shall be borne by the RUs according to the Proportionate Share for each RU; except to the extent that any such Liabilities may in any manner result from or arise out of the sole act(s) or omission(s) of any such RU, its officers, agents, employees or authorized users of the Membership, whether by negligence or otherwise, in which case such RU agrees to indemnify, hold harmless and defend the other RUs from and against any and all such Liabilities.

6. **Membership Coordination.** The RUs shall be jointly responsible for the coordination of the Membership, on the basis of equal voting rights for majority rule where each RU has one vote, and shall recommend such further agreements or contracts as may be necessary or advisable for the proper functioning of the Membership.

7. **Use, Operation and Maintenance.** The RUs shall from time to time enter into such agreements or contracts as may be necessary and required for the mutual use, operation and maintenance of the Membership in order to effectuate the purposes and objects of this Agreement.

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(SIGNATURES ON NEXT PAGE)

City of Wauwatosa

_____, 2003.

Mayor

City Comptroller

Approved as to form _____, 2003.

City Attorney

City of West Allis

March 24 _____, 2003.

Jeannette Bell

Mayor

Paula Zeller

City Comptroller

Approved as to form March 24, 2003.

Scott Bot

City Attorney

Village of Butler

_____, 2003.

Village President

Village Clerk

Village of Lannon

_____, 2003.

Village President

Village Clerk

Village of Menomonee Falls

_____, 2003.

Village President

Village Clerk

Approved as to form _____, 2003.

Village Attorney

Village of Sussex

_____, 2003.

Village President

Village Clerk

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Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

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Funding Evaluation and Distribution: \$1,900,000 is anticipated to be available for distribution in calendar year 2003. Availability of funds in future grant years will be dependent on legislative appropriations.

- The DNR will consider as qualified to share available funding all eligible Responsible Units that submit a completed application by the postmark deadline, attach an authorizing resolution, and indicate at least one method of efficiency on their applications.
- Available funding will be divided by the total population of all qualified Responsible Units, as defined by population statistics provided to the DNR by the Wisconsin Department of Administration. To be eligible, Responsible Units must have received a Basic Recycling Grant in both 2001 and 2003.
- Each qualified applicant will receive a disbursement, based on a flat per capita rate. NOTE: For 2003, a grant under this program, when combined with an Responsible Unit's basic recycling grant, may not exceed the net eligible recycling expenses that the Responsible Unit incurred and reported for calendar year 2001.
- The DNR expects to disburse funds (mail checks) to successful applicants by June 30, 2003.

SECTION 1: APPLICANT INFORMATION

1. Responsible Unit Name		Municipal Code	
City of West Allis		If additional sheets are attached, be sure to show your municipal code at the top right corner of each attached page. [4] [0] - [2] [9] [2]	
County			
Milwaukee			
Name of Authorized Representative (First, Middle Initial, Last)		Name of Contact Person (First, Middle Initial, Last)	
Jeannette Bell and Paul M. Ziehler		Sherri Radke	
Title		Title	
Mayor and Acting City Clerk/Treasurer		Environmental Coordinator	
Telephone Number (include area code) / BEST TIME TO CALL		Telephone Number (include area code) / BEST TIME TO CALL	
414-302-8290 and 414-302-8294 8:00-5:00		414-302-8831 9:00-2:00 M-TH	
FAX Number (include area code)		FAX Number (include area code)	
		414-302-8889	
Mailing Address (Street or Route)		Mailing Address (Street or Route)	
7525 W. Greenfield Ave.		6300 W. McGeoch Ave.	
City, State, Zip Code		City, State, Zip Code	
West Allis, WI 53214		West Allis, WI 53219	
E-mail Address		E-mail Address	
		sradke@ci.west-allis.wi.us	

2. List of Municipalities: Identify all the municipalities included in your Responsible Unit and their municipality code numbers. (Attach a separate page if more space is needed.)

Municipality Name	Municipal Code	Municipality Name	Municipal Code
None			

B E S M A R T

THINK A LITTLE ABOUT WASTE REDUCTION. IT CAN MEAN A LOT.

www.besmart.org 1-866-91-SMART 414-272-3334 Date: _____

Municipal Partnership Form Southeast Wisconsin Waste Reduction Coalition

Municipality: _____

Mailing Address: _____

Contact Person: _____

Phone Number: _____ E-mail: _____

Will you provide staff in-kind time and/or materials? Yes No

Would you like to serve on a Coalition Work Group?

Education Festivals Newspaper Sections Special Wastes

Would you like to volunteer to help the Coalition with certain tasks?

Scholarship Judging Festival Monitoring Assist with Events Other _____

Would you like to receive monthly Coalition minutes by e-mail? Yes No

Choose a Basic Partnership, plus one or more menu options

Basic Partnership – *Support waste reduction in SE Wisconsin*

Description	Per capita Cost	Commitment
One year partnership in Coalition programs including: <ul style="list-style-type: none"> • Be Smart Scholarship competition • Residents subscribing to the Journal Sentinel receive the Green Pages, plus complimentary copies for libraries • Cash Not Trash packets for festival planners • Be Smart website link • Articles for newsletters • Access to Be Smart phone hotline • Networking through email and meetings 	\$.10 per capita	

Menu of services

Description	Cost	Commitment
Full page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 11.6" wide by 20" deep	\$10,560	
Half page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 11.6" wide by 10" deep	\$ 5,280	
Quarter page ad in the Journal Sentinel Green Pages to promote local recycling participation and provide information. 5.75" wide by 10" deep	\$ 2,680	

Menu of services (continued)

Description		Commitment
Ads in the Jefferson County Union Special Section	\$130-350	
Ads in the Watertown Daily Times Earth Day Section	\$160-475	
Classroom presentation	\$100 each	
Community group presentation	\$100 each	
Business seminar (WasteCap WI)	\$50 per hour	
Festival/special event waste reduction	\$40 per hour	
Printing and postage	At cost	
Technical assistance (services to help governments, businesses and individuals do more to reduce waste and prevent pollution)	\$40-50 per hour	
General support (this unrestricted contribution will be used where needed by the Coalition)	Any amount	
TOTAL PARTNERSHIP COMMITMENT		

Approved by: _____ Signature: _____ Date: _____

Billing address (if different from above): _____

Payment installment dates: _____

Contact person for ad copy or proofs: _____

Phone number: _____ E-mail: _____