





*C: Mike Pertmer  
Kris Phinney*

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

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Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

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Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
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Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2005-0113**

**Final Action:**

**APR 05 2005**

Resolution authorizing the Director of Public Works to enter into an Intergovernmental Cooperation Agreement for Use and Distribution of Proceeds for Wisconsin Department of Natural Resources "2006" Recycling Efficiency Incentive Grants.

WHEREAS, the City of West Allis hereby requests financial assistance under s.287.23 Wis. Stats., Chapters NR 542, 544 and 549, Wis. Admin. Code, for the purpose of planning, constructing or operating a recycling program with one or more components specified in s.287.11(2)(a) to (h), Wis. Stats., and additional funding from aforementioned authorizing statutes in the form of REI grants; and,

WHEREAS, it has been proposed that the City of West Allis enter into an Intergovernmental Cooperation Agreement with the City of Greenfield, the City of St. Francis and the City of Cudahy to collaborate in efforts to improve recycling and waste reduction; and,

WHEREAS, such intergovernmental cooperation will allow said municipalities to 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, the City of Greenfield, the City of St. Francis and the City of Cudahy.

NOW, THEREFORE, BE IT RESOLVED that the Director of Public Works be and is 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 of West Allis hereby authorizes the Director of Public Works, an official or employee of the responsible unit, to act on its behalf to: submit an application to the Department of Natural Resources for financial assistance under s.287.23, Wis. Stats., Chapters NR 542, 544 and 549, Wis. Admin. Code; sign necessary documents; and submit a final report.

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 be necessary to complete the transaction contemplated therein.

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**ADOPTED** April 5, 2005  
Paul M. Ziehler  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED** April 8, 2005  
Jeannette Bell  
Jeannette Bell, Mayor

**Intergovernmental Agreement for Use and Distribution of Proceeds from  
Wisconsin DNR "2006" Recycling Efficiency Incentive Grants**

This agreement is made by and between the City of West Allis, the City of Greenfield, the City of Cudahy and the City of St. Francis, 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 the "2006" 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.

WHEREAS the RU's desire to collaborate in an effort to significantly improve recycling and waste reduction information/education efforts, and

WHEREAS the RU's could achieve new efficiencies in cooperation with improved participation in area recycling:

- promote waste reduction to help lower solid waste costs
- conduct outreach to residents
- develop and distribute printed, electronic, and media materials

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 Partnership.** (a) The RU's shall utilize the proceeds of the Grant to establish themselves as partners.  
  
(b) The City of West Allis shall be responsible for the printing of all educational material developed for this initiative. The City of Greenfield, the City of Cudahy and the City of St. Francis shall reimburse the City of West Allis for the actual cost of printing the education materials for their respective cities.
2. **Liability and Indemnification.** Each partner shall carry its own insurance coverage.
3. **Effective Date and Term of Agreement.** (a) This Agreement becomes effective on that date by which the partners have adopted this agreement. It terminates upon agreement of partners unless otherwise extended.  
  
(b) Notwithstanding paragraph 3 (a) above, a partner 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.

4. **Non-receipt of Grant Funds.** If no grant funding is received by the RU's pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, this agreement shall terminate, and the RU's shall have no obligation to fund or participate in the agreement.
  
5. **Ownership.** It is understood that the RU's have joint ownership of any shared materials 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 RU's, but not all RU's, any and all right, title and interests in said equipment, permits, licenses or other property rights shall be automatically transferred to the non-terminating RU's. There will be no refund of any costs to any RU terminating the Agreement prior to expiration of the Membership. If all RU's terminate this Agreement, the equipment shall be disposed of in a manner to be negotiated by the RU's.
  
6. **Evidence of Authorization by Governing Body.** Each RU entering into this Agreement 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.

**City of West Allis**

April 8, 2005  
Date Signed

Jeannette Bell  
Jeannette Bell  
Mayor

4/8/05  
Date Signed

Paul H. Ziehler  
Paul Ziehler  
City Administrative Officer, Clerk/Treasurer

4-13-05  
Date Signed

Scott Post  
Scott Post  
City Attorney

**City of Greenfield**

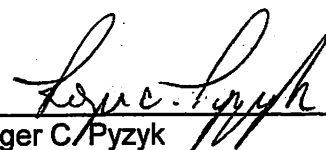
5/11/05  
Date Signed

Michael J. Neitzke  
~~Mayor~~ Michael J. Neitzke  
Mayor

5-11-05  
Date Signed


Donna M. Rynders  
Donna M. Rynders  
City Clerk

5-8-05  
Date Signed

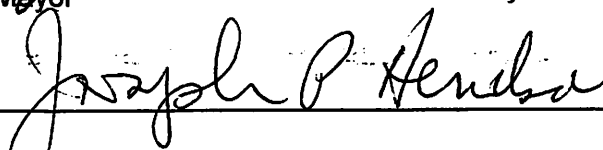
  
Roger C. Pyzyk  
City Attorney

**City of Cudahy**

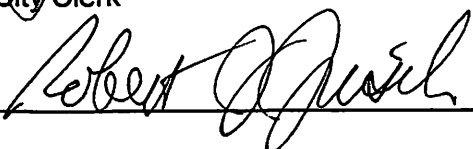
5-23-05  
Date Signed

  
Mayor

5-23-05  
Date Signed

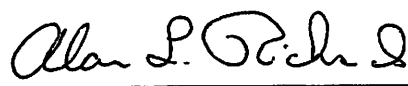
  
City Clerk

5-23-05  
Date Signed

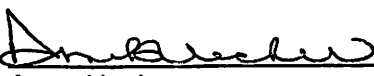
  
City Attorney

**City of St. Francis**

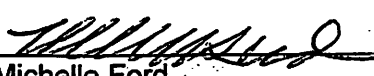
6-6-05  
Date Signed

  
Alan L. Richards  
Mayor

6-6-05  
Date Signed

  
Anne Uecker  
City Clerk

6-6-05  
Date Signed

  
Michelle Ford  
City Attorney

