



City of West Allis

Meeting Agenda

Public Works Committee

Aldersperson Daniel J. Roadt, Chair
Aldersperson Tracy Stefanski, Vice-Chair
Alderspersons: Suzzette Grisham, Rosalie L. Reinke, and Vincent Vitale

Tuesday, March 2, 2021

7:40 PM

City Hall, Art Gallery
7525 W. Greenfield Ave.

RECESS MEETING

A. CALL TO ORDER

B. ROLL CALL

C. NEW AND PREVIOUS MATTERS

27. [R-2021-0123](#) Resolution relative to accepting the single source proposal of Environmental Systems Research Institute Inc. (ESRI) for providing a Small Government Enterprise License Agreement for a 3-year period, at a cost of \$55,000 per year, for a total net sum of \$165,000

Sponsors: Aldersperson Roadt

28. [R-2021-0108](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments

Recommendation: Public Hearing Item
One letter of concern received in the Clerk's Office, Margaret Connor

Sponsors: Public Works Committee

29. [R-2021-0109](#) Final Resolution authorizing public improvement by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments in W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. and levying special assessments against benefited properties

Sponsors: Public Works Committee

30. [2021-0148](#) Communication from Director of Public Works to adjust the storm water fees for the property at 3001 S. 108 St. as allowed in Section 1.075 (7)(d) of the Revised Municipal Code dealing with Storm Water Management System User Fees

D. ADJOURNMENT

All meetings of the Public Works Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

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.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

**CITY OF WEST ALLIS
RESOLUTION R-2021-0123**

**RESOLUTION RELATIVE TO ACCEPTING THE SINGLE SOURCE PROPOSAL
OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. (ESRI) FOR
PROVIDING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT
FOR A 3-YEAR PERIOD, AT A COST OF \$55,000 PER YEAR, FOR A TOTAL NET
SUM OF \$165,000**

WHEREAS, \$55,000 has been approved as part of the 2021 City Budget for ESRI Software Maintenance, for the IT Department,

WHEREAS, the IT Department has received a proposal for a Small Municipal and County Government Enterprise License Agreement (ELA) for GIS term license software on an unlimited basis including maintenance for various departments of the City of West Allis: and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Environmental Systems Research Institute, Inc. (ESRI) be accepted; and,

WHEREAS, the Information Technology Department has determined that this contract is inappropriate for competitive selection because ERSI has already been utilized in this capacity for several years, and is the only company that sells the specific products and services they need for the GIS platform; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated February 22, 2021 # Q 915900, submitted by ERSI for furnishing GIS software, support and maintenance for a 3-year period at \$55,000 per year for a total net sum of \$165,000, with funding for this purchase to be provided by the IT General Fund, Maintenance Contracts, and will be charged to Account Number 100-1101-517-32.01, be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Finance Department be and is hereby authorized to enter into a contract for the aforesaid services.

SECTION 1: **ADOPTION** “R-2021-0123” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0123(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|------------|------------|---------------|----------------|
| Ald. Angelito Tenorio | _____ | _____ | _____ | _____ |
| Ald. Vince Vitale | _____ | _____ | _____ | _____ |
| Ald. Tracy Stefanski | _____ | _____ | _____ | _____ |
| Ald. Marty Weigel | _____ | _____ | _____ | _____ |
| Ald. Suzzette Grisham | _____ | _____ | _____ | _____ |
| Ald. Danna Kuehn | _____ | _____ | _____ | _____ |
| Ald. Thomas Lajsic | _____ | _____ | _____ | _____ |
| Ald. Dan Roadt | _____ | _____ | _____ | _____ |
| Ald. Rosalie Reinke | _____ | _____ | _____ | _____ |
| Ald. Kevin Haass | _____ | _____ | _____ | _____ |

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



February 22, 2021

Tony Warkoczewski
City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214-4648

Dear Tony,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

| | |
|------------------------------|--------------------------------|
| Esri | e-mail: service@esri.com |
| Attn: Customer Service SG-EA | fax documents to: 909-307-3083 |
| 380 New York Street | |
| Redlands, CA 92373-8100 | |

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Quotation # Q-415900

Date: February 22, 2021

Customer # 347178 Contract # ENTERPRISE AGREEMENT

City of West Allis
 Geographic Information System
 7525 W Greenfield Ave
 West Allis, WI 53214-4648

ATTENTION: Tony Warkoczewski
 PHONE: (414) 302-8300
 EMAIL: twarkoczewski@westalliswi.gov

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 2/8/2021 To: 5/9/2021*

| Material | Qty | Term | Unit Price | Total |
|---|-----|--------|-------------|-------------|
| 168179 | 1 | Year 1 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement | | | | |
| 168179 | 1 | Year 2 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement | | | | |
| 168179 | 1 | Year 3 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement | | | | |

| | |
|---|---------------------|
| Subtotal: | \$165,000.00 |
| Sales Tax: | \$0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00 |
| Contract Price Adjust: | \$0.00 |
| Total: | \$165,000.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| | | |
|---|----------------------------------|--|
| For questions contact: Jason Fetch | Email: jfetch@esri.com | Phone: 651-454-0600 ext 2331 x2331 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> | | |

FETCHJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

| | |
|---|----------|
| Number of Esri User Conference registrations provided annually | 4 |
| Number of Tier 1 Help Desk individuals authorized to call Esri | 4 |
| Maximum number of sets of backup media, if requested* | 2 |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement | |

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**CITY OF WEST ALLIS
RESOLUTION R-2021-0123**

RESOLUTION RELATIVE TO ACCEPTING THE SINGLE SOURCE PROPOSAL OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. (ESRI) FOR PROVIDING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT FOR A 3-YEAR PERIOD, AT A COST OF \$55,000 PER YEAR, FOR A TOTAL NET SUM OF \$165,000

WHEREAS, \$55,000 has been approved as part of the 2021 City Budget for ESRI Software Maintenance, for the IT Department,

WHEREAS, the IT Department has received a proposal for a Small Municipal and County Government Enterprise License Agreement (ELA) for GIS term license software on an unlimited basis including maintenance for various departments of the City of West Allis: and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Environmental Systems Research Institute, Inc. (ESRI) be accepted; and,

WHEREAS, the Information Technology Department has determined that this contract is inappropriate for competitive selection because ERSI has already been utilized in this capacity for several years, and is the only company that sells the specific products and services they need for the GIS platform; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated February 22, 2021 # Q 915900, submitted by ERSI for furnishing GIS software, support and maintenance for a 3-year period at \$55,000 per year for a total net sum of \$165,000, with funding for this purchase to be provided by the IT General Fund, Maintenance Contracts, and will be charged to Account Number 100-1101-517-32.01, be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Finance Department be and is hereby authorized to enter into a contract for the aforesaid services.

SECTION 1: **ADOPTION** “R-2021-0123” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0123(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL MARCH 02, 2021.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|--------------|---------------|---------------|----------------|
| Ald. Angelito Tenorio | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Vince Vitale | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Tracy Stefanski | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Marty Weigel | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Suzzette Grisham | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Danna Kuehn | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Thomas Lajsic | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Dan Roadt | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Rosalie Reinke | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Kevin Haass | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2021-0108**

RESOLUTION TO CONFIRM AND ADOPT THE REPORT OF THE CITY ENGINEER CONTAINING THE SCHEDULE OF PROPOSED ASSESSMENTS FOR IMPROVEMENT OF W. WASHINGTON ST. FROM S. 108 ST. TO S. 112 ST., S. 75 ST. FROM W. NATIONAL AVE. TO DEAD END SOUTH AND S. 90 ST. FROM W. ARTHUR PL. TO S. 89 ST. BY MINOR ASPHALT RESURFACING WITH MISCELLANEOUS WALK REPAIR, STORM SEWER, STORM SEWER RELAY, SANITARY SEWER RELAY AND UTILITY ADJUSTMENTS

WHEREAS, The City Engineer, pursuant to Preliminary Resolution No. R-2020-0546, adopted on October 6, 2020 and R-2020-0629, adopted on October 20, 2020, prepared and submitted his report as provided in sec. 66.0703(5) of the Wisconsin Statutes, for the improvement of the streets as hereinafter described; and,

WHEREAS, The City Clerk gave due notice that such report was open for inspection at his office and also at the office of the City Engineer, and that all persons interested could appear before the Common Council and be heard concerning the matters contained in the Preliminary Resolution and Report; and,

WHEREAS, The Common Council met pursuant to such notice, at the time and place therein named; and having considered all statements and communications concerning the proposed improvements, relating to the matters contained in the City Engineer's report, including the schedule of proposed assessments, the Common Council makes no change in said report.

NOW THEREFORE, NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis:

1. The report of the City Engineer, including the schedule of the proposed assessments, for the improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments be and the same is hereby approved and adopted.
2. The property against which the assessments are proposed is benefited; the assessments shown on the report are true and correct, have been determined on a reasonable basis and are hereby confirmed.
3. The City Engineer is hereby authorized and directed to prepare final plans for the aforesaid area in accordance with the terms of this resolution.

EngP2126S, P2127S, P2129S

SECTION 1: **ADOPTION** "R-2021-0108" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0108(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|------------|------------|---------------|----------------|
| Ald. Angelito Tenorio | _____ | _____ | _____ | _____ |
| Ald. Vince Vitale | _____ | _____ | _____ | _____ |
| Ald. Tracy Stefanski | _____ | _____ | _____ | _____ |
| Ald. Marty Weigel | _____ | _____ | _____ | _____ |
| Ald. Suzzette Grisham | _____ | _____ | _____ | _____ |
| Ald. Danna Kuehn | _____ | _____ | _____ | _____ |
| Ald. Thomas Lajsic | _____ | _____ | _____ | _____ |
| Ald. Dan Roadt | _____ | _____ | _____ | _____ |
| Ald. Rosalie Reinke | _____ | _____ | _____ | _____ |
| Ald. Kevin Haass | _____ | _____ | _____ | _____ |

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

NOTICE OF PUBLIC HEARING

March 2, 2021

7:00 PM

Due to the Coronavirus (COVID-19) pandemic, it has not been determined yet whether the City will be able to conduct this public hearing in person in the Common Council Chambers at City Hall or whether it would be in the best interests of our residents to hold this meeting virtually to protect our community. Please check the City's website www.westalliswi.gov for meeting updates.

If this meeting is held virtually, you can watch the meeting as it is livestreamed on the City of West Allis YouTube Channel <https://www.youtube.com/user/westalliscitychannel>. You can also watch live and recorded broadcasts through your cable network, via Spectrum (channel 25, West Allis residents only) and AT&T U-Verse (Channel 99). If you require an alternate format for viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Monday, March 1, 2021.

Members of the public may submit comments or questions to the Common Council regarding this public hearing by emailing your comments or questions to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on March 2, 2021. (City Hall – 7525 W. Greenfield Avenue)

PLEASE TAKE NOTICE That the Common Council of the City of West Allis, Wisconsin, has proposed that it is in the best interest of the City and the property affected thereby that **W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South, and S. 90 St. from W. Arthur Pl. to S. 89 St. be improved by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments.**

Properties abutting the above streets for the extents given are proposed as being benefited and are proposed to be assessed.

Reports showing preliminary plans and specifications, an estimate of the entire cost of the proposed improvements, and a schedule of the proposed assessments are located at: <https://www.westalliswi.gov/DocumentCenter/Home/Index/3> under the file name: Engineering/2021 Engineering Projects/Minor Street Resurfacing.

NOTICE IS FURTHER GIVEN That such reports are open for inspection and will be so continued for at least ten days after initial publication date of this notice, and that, not more than forty days from the initial publication date of this notice, on Tuesday, the 2nd day of March, 2021, the Common Council will be in session to hear all persons interested, their agents or attorneys, concerning the matters contained in the Preliminary Resolution and reports, including the schedules of the proposed assessments.

Dated at West Allis, Wisconsin this 5th day of February, 2021.

City Clerk

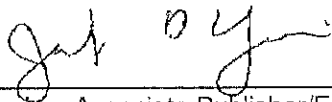
Publish February 12, 2021

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

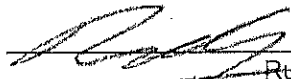
Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Feb. 12, 2021

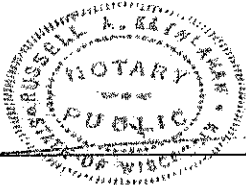


Joe Yovino, Associate Publisher/Editor

Sworn to me this 12th day of February 2021



Russell A. Klingaman
Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



PROOF OF PUBLICATION

NOTICE OF PUBLIC HEARING
March 2, 2021
7:00 PM

Due to the Coronavirus (COVID-19) pandemic, it has not been determined yet whether the City will be able to conduct this public hearing in person in the Common Council Chambers at City Hall or whether it would be in the best interests of our residents to hold this meeting virtually to protect our community. Please check the City's website www.westalliswi.gov for meeting updates.

If this meeting is held virtually, you can watch the meeting as it is livestreamed on the City of West Allis YouTube Channel <https://www.youtube.com/user/westalliscitychannel>. You can also watch live and recorded broadcasts through your cable network, via Spectrum (channel 25, West Allis residents only) and AT&T U-Verse (Channel 99). If you require an alternate format for viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Monday, March 1, 2021.

Members of the public may submit comments or questions to the Common Council regarding this public hearing by emailing your comments or questions to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on March 2, 2021. (City Hall - 7525 W. Greenfield Avenue)

PLEASE TAKE NOTICE That the Common Council of the City of West Allis, Wisconsin, has proposed that it is in the best interest of the City and the property affected thereby that W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South, and S. 90 St. from W. Arthur Pl. to S. 89 St. be improved by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments.

Properties abutting the above streets for the extents given are proposed as being benefited and are proposed to be assessed.

Reports showing preliminary plans and specifications, an estimate of the entire cost of the proposed improvements, and a schedule of the proposed assessments are located
a t :

AFFIDAVIT OF PUBLICATION

<https://www.westallswi.gov/DocumentCenter/Home/ndex/3>

under the file name:
Engineering/2021 Engineering Projects/Minor Street Resurfacing.

NOTICE IS FURTHER GIVEN
That such reports are open for inspection and will be so continued for at least ten days after initial publication date of this notice, and that, not more than forty days from the initial publication date of this notice, on Tuesday, the 2nd day of March, 2021, the Common Council will be in session to hear all persons interested, their agents or attorneys, concerning the matters contained in the Preliminary Resolution and reports, including the schedules of the proposed assessments.

Dated at West Allis, Wisconsin
this 5th day of February, 2021.

City Clerk

11966725/2-12

From: [Rebecca Grill](#)
To: [agenda: Janel Lemanske](#)
Subject: FW: Public Meeting 3-2-21 at 7 pm
Date: Friday, February 26, 2021 10:52:28 AM

Please add to #1

Rebecca Grill, CPM, CMC, MBA
City Administrator/Clerk
City of West Allis
7525 W. Greenfield Ave. | West Allis, WI 53214
Office: 414-302-8294 | Dept: 414-302-8292
thatswhywestallis.com

From: Connar, Margaret <mconnar@mcw.edu>
Sent: Wednesday, February 24, 2021 8:23 AM
To: city <city@westalliswi.gov>
Cc: 'Margaret Connar' <mconnar@wi.rr.com>
Subject: Public Meeting 3-2-21 at 7 pm

Owner: Jeffrey W Connar & Margaret R Connar
2520 South 90 Street 487-0159-000

With Covid-19 we wish to have a voice and oppose the estimate for minor Asphalt Resurfacing. The damage in front of our home was due to a main break and has never been paved correctly. This should be covered under our property taxes. Don't agree with the \$2,488.80 estimate for what you refer to as a Minor repair.

Thank you,

Margaret Connar
mconnar@wi.rr.com

**CITY OF WEST ALLIS
RESOLUTION R-2021-0108**

RESOLUTION TO CONFIRM AND ADOPT THE REPORT OF THE CITY ENGINEER CONTAINING THE SCHEDULE OF PROPOSED ASSESSMENTS FOR IMPROVEMENT OF W. WASHINGTON ST. FROM S. 108 ST. TO S. 112 ST., S. 75 ST. FROM W. NATIONAL AVE. TO DEAD END SOUTH AND S. 90 ST. FROM W. ARTHUR PL. TO S. 89 ST. BY MINOR ASPHALT RESURFACING WITH MISCELLANEOUS WALK REPAIR, STORM SEWER, STORM SEWER RELAY, SANITARY SEWER RELAY AND UTILITY ADJUSTMENTS

WHEREAS, The City Engineer, pursuant to Preliminary Resolution No. R-2020-0546, adopted on October 6, 2020 and R-2020-0629, adopted on October 20, 2020, prepared and submitted his report as provided in sec. 66.0703(5) of the Wisconsin Statutes, for the improvement of the streets as hereinafter described; and,

WHEREAS, The City Clerk gave due notice that such report was open for inspection at his office and also at the office of the City Engineer, and that all persons interested could appear before the Common Council and be heard concerning the matters contained in the Preliminary Resolution and Report; and,

WHEREAS, The Common Council met pursuant to such notice, at the time and place therein named; and having considered all statements and communications concerning the proposed improvements, relating to the matters contained in the City Engineer's report, including the schedule of proposed assessments, the Common Council makes no change in said report.

NOW THEREFORE, NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis:

1. The report of the City Engineer, including the schedule of the proposed assessments, for the improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments be and the same is hereby approved and adopted.
2. The property against which the assessments are proposed is benefited; the assessments shown on the report are true and correct, have been determined on a reasonable basis and are hereby confirmed.
3. The City Engineer is hereby authorized and directed to prepare final plans for the aforesaid area in accordance with the terms of this resolution.

EngP2126S, P2127S, P2129S

SECTION 1: **ADOPTION** "R-2021-0108" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0108(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL MARCH 02, 2021.


| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|------------|---------------|---------------|----------------|
| Ald. Angelito Tenorio | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Vince Vitale | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Tracy Stefanski | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Marty Weigel | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Suzzette Grisham | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Danna Kuehn | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Thomas Lajsic | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Dan Roadt | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Rosalie Reinke | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Kevin Haass | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2021-0109**

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT BY MINOR ASPHALT RESURFACING WITH MISCELLANEOUS WALK REPAIR, STORM SEWER, STORM SEWER RELAY, SANITARY SEWER RELAY AND UTILITY ADJUSTMENTS IN W. WASHINGTON ST. FROM S. 108 ST. TO S. 112 ST., S. 75 ST. FROM W. NATIONAL AVE. TO DEAD END SOUTH AND S. 90 ST. FROM W. ARTHUR PL. TO S. 89 ST. AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES

WHEREAS, Public necessity requires the improvement of a certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis as follows:

1. That the final plans and specifications heretofore submitted for the improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. (Plan File No. SP-1265, SP-1266, SP-1267), by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments be and the same are hereby approved and adopted.
2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.
3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and
4. That each property owner be given the opportunity of paying the assessment against his property by one of the following methods:
 - a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due

date as noted on the billing.

b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of \$100.00 or less will automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between \$100.01 and \$250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

d. Payment in ten annual installments on the property tax roll, including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments over \$250.00 which are not paid by due date or elected to be paid under plans a, b or c will automatically be extended in this manner.

5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than \$100.00 against any one property shall be written in one payment, and those between \$100.01 and \$250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known

or can, with reasonable diligence, be ascertained.

SECTION 1: **ADOPTION** “R-2021-0109” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0109(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|------------|------------|---------------|----------------|
| Ald. Angelito Tenorio | _____ | _____ | _____ | _____ |
| Ald. Vince Vitale | _____ | _____ | _____ | _____ |
| Ald. Tracy Stefanski | _____ | _____ | _____ | _____ |
| Ald. Marty Weigel | _____ | _____ | _____ | _____ |
| Ald. Suzzette Grisham | _____ | _____ | _____ | _____ |
| Ald. Danna Kuehn | _____ | _____ | _____ | _____ |
| Ald. Thomas Lajsic | _____ | _____ | _____ | _____ |
| Ald. Dan Roadt | _____ | _____ | _____ | _____ |
| Ald. Rosalie Reinke | _____ | _____ | _____ | _____ |
| Ald. Kevin Haass | _____ | _____ | _____ | _____ |

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2021-0109**

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT BY MINOR ASPHALT RESURFACING WITH MISCELLANEOUS WALK REPAIR, STORM SEWER, STORM SEWER RELAY, SANITARY SEWER RELAY AND UTILITY ADJUSTMENTS IN W. WASHINGTON ST. FROM S. 108 ST. TO S. 112 ST., S. 75 ST. FROM W. NATIONAL AVE. TO DEAD END SOUTH AND S. 90 ST. FROM W. ARTHUR PL. TO S. 89 ST. AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES

WHEREAS, Public necessity requires the improvement of a certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis as follows:

1. That the final plans and specifications heretofore submitted for the improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. (Plan File No. SP-1265, SP-1266, SP-1267), by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments be and the same are hereby approved and adopted.
2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.
3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and
4. That each property owner be given the opportunity of paying the assessment against his property by one of the following methods:
 - a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due date as noted on the billing.

b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of \$100.00 or less will automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between \$100.01 and \$250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

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5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than \$100.00 against any one property shall be written in one payment, and those between \$100.01 and \$250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

SECTION 1: **ADOPTION** "R-2021-0109" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0109(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL MARCH 02, 2021.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|------------|---------------|---------------|----------------|
| Ald. Angelito Tenorio | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Vince Vitale | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Tracy Stefanski | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Marty Weigel | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Suzzette Grisham | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Danna Kuehn | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Thomas Lajsic | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Dan Roadt | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Rosalie Reinke | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Kevin Haass | <u>X</u> | <u> </u> | <u> </u> | <u> </u> |

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis

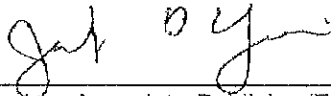


PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

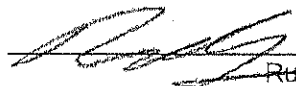
Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Mar. 12, 2021

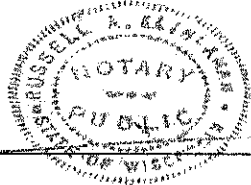


Joe Yovino, Associate Publisher/Editor

Sworn to me this 12th day of March 2021



Russell A. Klingaman
Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



PROOF OF PUBLICATION

Final Resolution No.: R-2021-0109

Final Resolution authorizing public improvement by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments in W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. and levying special assessments against benefited properties.

WHEREAS, Public necessity requires the improvement of a certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis as follows:

1. That the final plans and specifications heretofore submitted for the improvement of W. Washington St. from S. 108 St. to S. 112 St., S. 75 St. from W. National Ave. to Dead End South and S. 90 St. from W. Arthur Pl. to S. 89 St. (Plan File No. SP-1265, SP-1266, SP-1267), by minor asphalt resurfacing with miscellaneous walk repair, storm sewer, storm sewer relay, sanitary sewer relay and utility adjustments be and the same are hereby approved and adopted.

2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.

3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and

4. That each property owner be given the opportunity of paying the

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assessment against his property by one of the following methods:

a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due date as noted on the billing.

b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of \$100.00 or less will automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between \$100.01 and \$250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

d. Payment in ten annual installments on the property tax roll, including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments over \$250.00 which are not paid by due date or elected to be paid under plans a, b or c will automatically be extended in this manner.

5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than \$100.00 against any one property shall be written in one payment, and those between \$100.01 and \$250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and

waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

BE IT FURTHER RESOLVED as follows:

1. That establishing or re-establishing grades is not required on this project.

2. That the Common Council does hereby exercise the authority contained in sec.

66.0911 of the Wisconsin Statutes, to require the installation of laterals to every property abutting said street where it is felt said services are necessary and that any required assessments be applied as therein provided; and

3. That the plans and specifications for the sanitary sewer and sanitary sewer relay as aforesaid be submitted to the Milwaukee Metropolitan Sewer District and the Department of Natural Resources for approval; and

4. That said work be performed with funding from Bond Funds, Water Utility Funds, Sanitary Sewer Funds, Storm Water Management Funds, and Special Assessments.

EngP2126S, P2127S, P2129S

ADOPTED 3/2/21

/s/Rebecca Grill

APPROVED 3/2/21

/s/Dan Devine

11978948/3-12



Dave Wepking
Director
Department of Public Works
dwepking@westalliswi.gov
414.302.8888

March 2, 2021

Honorable Mayor & Members of the Common Council
7525 W. Greenfield Ave.
West Allis, Wisconsin 53214

Mayor Devine & Council Members:

The Common Council approved Section 1.075 of the Revised Municipal Code dealing with Storm Water Management System User Fees. This was precipitated by a Wisconsin Public Service Commission decision requiring municipalities having storm water utilities/user fees incorporate some type of system of credits for non-residential properties which might have storm water systems that reduce the impact of storm water management in respective municipalities.

Throughout the years various non-residential properties have requested the City to evaluate a potential reduction in their storm water fees due to improvements made on-site that reduces the impact of storm water being used within the City's storm water system.

Recently, a representative requested the City to review a potential storm water fee reduction to the City's Engineering Department for the property located at 3001 S. 108th Street, West Allis, WI. Staff concluded that in accordance with the Storm Water Ordinance, the property is entitled to a reduction in their storm water service charge. In accordance with paragraph 7(d) of the Ordinance, as the Director of Public Works, I recommend that the property at 3001 S. 108th Street storm water fees be adjusted by reducing the total number of ERUs by 25%. At this rate, this will result in an annual reduction in storm water charges of approximately \$414.00. I further recommend that this adjustment be made retroactive to August 1, 2020. Paragraph 7 of the Ordinance recognizes that due to unique characteristics of certain non-residential properties within the city, the costs of providing storm water management services to these properties may be lessened. The paragraph describes factors that might contribute to the "unique characteristics" and provides for potential adjustments to the rate and describes how a non-residential customer must make application for such adjustments.

By Ordinance, the Public Works Committee has thirty (30) days to determine if they wish to review this recommendation prior to implementation. Should there be any questions regarding the above recommended reduction in storm water service charges for this property, I would be happy to address them before the Committee.

Respectfully submitted,

David

Wepking

Digitally signed by David
Wepking
Date: 2021.02.23
06:50:43 -06'00'

David Wepking
Director of Public Works

cc: Sharon Bell, Boulder Venture
Peter Daniels, City Engineer
Jason Kaczmarek, Director of Finance
Rob Hutter, Principal Engineer
Karyn Rittenhouse, Water Systems Supervisor

Attachment: February 18, 2021 Communication



Dave Wepking
 Director
 Department of Public Works
 dwepking@westalliswi.gov
 414.302.8888

February 18, 2021

Sharon Bell
 Boulder Venture
 311 East Chicago Street #210
 Milwaukee, WI 53202

RE: Stormwater Ordinance Charge

Dear Ms. Bell:

Thank you for your request for a storm water fee reduction for the property at 3001 S.108th Street. I have reviewed your request with Robert Hutter, Principal Engineer, in an effort to determine what credit may be given to the storm water fee.

As shown in the table listed below, the peak 10-year storm runoff has been reduced by 61.86%. The storm water still gets in to the storm sewer, just at a reduced rate. Although the runoff has been reduced, the City still has to provide and maintain storm sewer to the property and the property still benefits from the City's Storm Sewer System. Because of this, I am proposing a deduction of 25% to the storm water fee for the 3001 S.108th property. The total number of ERUs will be reduced from 20.12 to 15.09. If more development occurs at this property, the rate can be re-evaluated at that time.

| Highway 100 Commercial Development Pond Storm Water Reduction Calculations | | | |
|--|--------------------|---------------------|----------------------|
| Area | 2-Year Storm (cfs) | 10-Year Storm (cfs) | 100-Year Storm (cfs) |
| Existing Conditions | | | |
| | 27.86 | 40.41 | 67.08 |
| Proposed Conditions | | | |
| Subcatchment 1 (Into Pond) | 27.11 | 40.25 | 68.13 |
| Pond (Outflow) | 9 | 12.19 | 16.96 |
| Undetained | 0.35 | 0.74 | 1.73 |
| Total Peak Discharge | 9.07 | 12.33 | 17.23 |
| Allowable Discharge | 22.29 | 32.33 | 53.66 |
| % Reduction | 59.31% | 61.86% | 67.89% |
| The pond detains storm water and helps clean the storm water. However, the storm water still flows to the City of West Allis Storm Sewer. So, the City's cost of operation and maintenance is not reduced. | | | |

You also inquired about retroactive credits. According to West Allis Municipal Code:

Application of Adjustments. Any ERU adjustment or adjustment multiplier granted shall thereafter be used to calculate the customer's user charges. The reduction shall only apply for the period of time subsequent to the filing of the request for adjustment. There shall be no retroactive adjustment for user charges imposed prior to the filing of the request.

(OVER)



I will be communicating this intent to the West Allis Common Council on March 2, 2021 to recommend this reduction. This recommendation will, in turn, be reviewed by the Public Works Committee who may either accept it or have 30 days to review it. I will be recommending that this adjustment be made retroactive to August 1, 2020.

Section 1.075 of the Revised Municipal Code, the Storm Water Ordinance, also allows the non-residential customer 30 days from the receipt of this notification to submit a written request to the Common Council's Public Works Committee seeing a review of my recommendation.

Sincerely,

A handwritten signature in cursive script that reads "Dave Wepking".

Dave Wepking
Director

cc: Jason Kaczmarek
Rob Hutter
Karyn Rittenhouse,