

**CITY OF WAUKESHA
Administration**

201 Delafield Street, Waukesha, WI 53188
Tel: 262.524.3701 fax: 262.524.3899
www.ci.waukesha.wi.us

Committee: ITB	Date: 3/26/2015
Common Council Item Number: 15-2511	Date: Click here to enter a date.
Submitted By: Bret Mantey, IT Director	City Administrator Approval: Kevin Lahner, City Administrator Click here to enter text.
Finance Department Review: Rich Abbott, Finance Director	City Attorney's Office Review: Brian Running, City Attorney Click here to enter text.
Subject: ITB agenda item 15-2511 Review and act on a request to amend the 2015 Capital Budget in the amount of \$50,000 for the purpose of extending the fiber network. Review and act on a request to approve a contract between the City of Waukesha and the University of Wisconsin System for Fiber-Optic Communications Facilities.	

The University of Wisconsin System Board of Regents wishes to enter into a fiber optic communications facilities agreement with the City of Waukesha. The physical location of facilities makes it mutually beneficial for each party to share certain portions of the City of Waukesha "dark fiber" cables. This will allow a connection of the University to the State Department of Transportation's fiber-optic facilities.

In this agreement the City of Waukesha will extend its fiber-optic communications cables from Fire Station number 4 to the University of Waukesha campus. Fiber will substantially follow path's described in Exhibit A. The City shall be solely responsible for the expense of the work and entering into contracts with the contractors for the performance of work.

The University will be granted only a license to use the fiber-optic cables and will not be considered an owner of the fiber-optic. The City shall be responsible, at its sole expense, for the repair and maintenance of the fiber-optics.

The University will pay the City \$50,000 as a contribution to the cost of extending the fiber-optic cables from Fire Station number 4 to the University of Waukesha campus, paid in installments of \$20,000 within 20 days of execution of the contract, and \$30,000 upon completion of the work and successful implementation of the expanded network.

A continuing fee of \$270.00 per month, per pair of fiber-optic cables are dedicated to the University of Waukesha, with maintenance fees invoiced annually in December for that year.

The contract is for 20 years, and service fees would be adjusted to the Consumer Price Index on the 5th, 10th and 15th years after execution of the contract.

The full contract and engineering documents are attached for review. Engineering for this project is fully outsourced and is covered under the fiber build proposal. City involvement would be to patch one existing City owned pair of



"dark fiber" at Fire Station 4 into the proposed new fiber-optic build/path, allowing UW Waukesha the ability to communicate with the DOT State fiber backbone.

The City Attorney's office has already reviewed and made changes to the current outstanding contract.

Options & Alternatives:

Since the contribution amount will be paid by the University System and cover 100% of the costs and improvements requested, no other option is justified.

Financial Remarks:

If approved, the 2015 Capital Budget will be amended for \$50,000 in account 1917.68160 project 81225 in Fund 400 for the expenditures. The \$50,000 of revenues from the UW system will be recorded in 1917.48405.

Executive Recommendation:

Recommend approval of the proposed amendment to the 2015 Capital Operating Budget in the amount of \$50,000 in support of the proposed fiber build, and that the contract between the City of Waukesha and University of Wisconsin system for fiber-optic communications facilities be signed contingent upon final review and approval by the City Attorney.

Committee Recommendation:

ITB supports the budget amendment as it moves on to the Finance Committee, with a recommendation that the Committee amend the 2015 Capital Operating Budget in the amount of \$50,000.
ITB also supports the contract between the City of Waukesha and the University of Wisconsin System for Fiber-Optic Communications Facilities and recommends it be signed contingent upon Common Council final approval of the Capital Operating Budget amendment and review and approval of the contract by the City Attorney's office.

Contract
City of Waukesha – the University of Wisconsin System
Fiber-Optic Communications Facilities Cooperation

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and the Board of Regents for the University of Wisconsin System, 1860 Van Hise Hall, 1220 Linden Drive, Madison, Wisconsin 53706, referred to as the University. Together the City and the University are referred to as the Parties.

Recitals

The City wishes to expand its fiber-optic communications facilities, and the University wishes to share the use of the facilities. The physical location of the City's and University's facilities make it mutually advantageous for the Parties to share certain portions of the City's fiber-optic cables, which will also allow connection of the University to the state Department of Transportation's fiber-optic facilities. The Parties are willing to share in the expense of the expansion of the facilities, and the expense of maintenance.

Now, therefore, the City and University agree and contract as follows:

1. **Extension to University.** The City shall extend its fiber-optic communications cables from the City's Fire Station Number 4 to the University's Waukesha campus. The cables will substantially follow the paths described in the attached Exhibit A, which is incorporated into this Contract by reference. This project is referred to herein as the Work. The City shall be solely responsible for the expenses of the Work, and shall be responsible for entering into contracts with contractors for the performance of the Work.
2. **University Access.** During the Term of this Contract, the University shall be given the exclusive use of one pair of fiber-optic cables, from the University's Waukesha campus to Fire Station Number 4 and then to the connection with the Wisconsin Department of Transportation's fiber-optic cables in the I-94 corridor. This pair of cables dedicated to the University's use is referred to herein as the Cables. At the campus, the Cables will terminate at the point designated by the mutual agreement of the Parties, which is referred to herein as the Connection Point. The University will be responsible, at its expense, for connection of the Cables to the University's network beyond the Connection Point.
3. **Standards for Work.** The City shall ensure that the Work is completed using new materials of first quality, in a workmanlike manner, and in accordance with accepted and customary practices in the fiber-optic digital communications industry. The City shall ensure that the Work is done according to all applicable statutes, ordinances, codes and regulations, and shall be responsible at its sole cost for obtaining all necessary permits, permissions, rights-of-way and easements.
4. **Ownership of Cables, Easement across Campus.** The University acknowledges and agrees that by this Contract, the University is granted only a license to use the Cables, and not ownership of any of the City's fiber-optic communications facilities, which shall remain the sole property of the City at all times. If the Connection Point is within the boundaries of the University's campus, then the University grants to the City an easement for the Cables to cross the campus property to the Connection Point.
5. **Repair and Maintenance.** The City shall be responsible, at its sole expense, for the repair and maintenance of the Cables, including repairs to conduits, utility-pole attachments, and fiber-optic cables themselves. Repairs shall be completed as soon as reasonably possible, with the expectation that most repairs will be completed within 24 hours of notice. The City shall give the University at least 15 days' notice of scheduled maintenance work that might result in service interruption.

6. **Payment.** The University shall pay the City the following amounts:
 - a. A contribution to the cost of extending the City's fiber-optic cables to the University's campus, of Fifty Thousand Dollars (\$50,000.00), payable in installments of \$20,000.00 within 20 days of the execution of this Contract, and \$30,000.00 upon completion of the Work and successful implementation of the expanded Network.
 - b. A continuing Service Fee of \$270 per month during the Term of this Contract. If additional cables are dedicated to the University in the future, the Service Fee shall equal \$270 per month per pair of cables. Maintenance fees shall be invoiced annually in December for that year. The Service Fee is subject to adjustment as described in Section 7.
 - c. Payment terms for all invoices are net 30 days.
7. **Adjustment of Service Fee.** The Service Fee described in Section 6.b shall be adjusted on the dates 5, 10 and 15 years after the execution of this Contract, as follows: The City will obtain the most-recently published "Consumer Price Index – All Urban Consumers (CPI-U) All Items (1982-84=100)", published by the Bureau of Labor Statistics of the United States Department of Labor. The most-recent index in "All Items-US City Average" shall be divided by 233.707. The resulting quotient shall be multiplied by \$270, and the product shall then be the Service Fee for the subsequent five-year period; provided, however, the Service Fee shall not be decreased from the amount applicable to the just-ending five-year period.
8. **Term.** This Contract shall commence upon its execution, and shall continue for a period of twenty (20) years, unless terminated earlier by the mutual agreement of the Parties.
9. **Time.** The City shall arrange for construction to commence within 30 days after receipt of the construction cost contribution described in Section 6.a. The City shall enforce the time of completion terms of the construction contract on the contractor, and shall ensure that completion occurs as promptly as possible.
10. **Warranty Disclaimer, Waiver of Damages.** The City represents that the Cables will be installed substantially in compliance with Exhibit A, and that it will enforce all manufacturer and installer warranties with respect to the materials and workmanship of the installation of the fiber-optic cables. However, the City provides, and the University accepts, the Cables as-is. The City expressly disclaims all warranties, whether expressed or implied, with respect to the Cables, including, but not limited to, their suitability and fitness for the University's intended purposes, or the quality, availability or reliability of data transmission through the Cables. The City's sole responsibility for the Cables is the contractual maintenance and repair as described in Section 5, and the University waives all claims, demands and causes of action against the City for any incidental or consequential damages arising from the University's use of the Cables, or the Cables' performance.
11. **Insurance.** The City shall maintain casualty loss insurance coverage for its fiber-optic facilities, including the Cables, at the City's sole expense, with limits sufficient to cover all reasonably-anticipated losses to the Network. The City shall provide proof of coverage to the University upon request.
12. **Remedies upon Breach.** Upon breach of the payment obligations contained in Section 6, the City may, at its option, terminate this Contract and disconnect the Cables, provided the City shall give the University written notice of breach, and shall allow the University 10 days from the date of the notice to cure the breach.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent Contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

- 14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
- 15. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
- 16. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
- 17. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- 18. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
- 19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

Board of Regents, University of Wisconsin System

 By (print name) _____
 Title: _____
 Date: _____

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It also highlights the need for regular audits to ensure the integrity of the financial data.

3. Furthermore, the document emphasizes the role of transparency in building trust with stakeholders.

4. In addition, it outlines the various methods used to collect and analyze financial information.

5. The document also addresses the challenges associated with data collection and analysis in a dynamic market environment.

6. Moreover, it discusses the impact of technological advancements on financial reporting and analysis.

7. Finally, the document concludes by summarizing the key findings and providing recommendations for future research.

8. The document is organized into several sections, each focusing on a specific aspect of the financial reporting process.

9. The first section provides an overview of the financial reporting process and its importance for businesses.

10. The second section discusses the various methods used to collect financial data, including interviews, surveys, and archival research.

11. The third section focuses on the analysis of financial data, highlighting the use of statistical techniques and software tools.

12. The fourth section addresses the challenges associated with data collection and analysis, such as data quality and access.

13. The fifth section discusses the impact of technological advancements on financial reporting and analysis, including the use of artificial intelligence and big data.

14. The sixth section concludes by summarizing the key findings and providing recommendations for future research.

15. The document is intended for researchers and practitioners in the field of financial reporting and analysis.

16. It provides a comprehensive overview of the current state of the field and identifies areas for further research.

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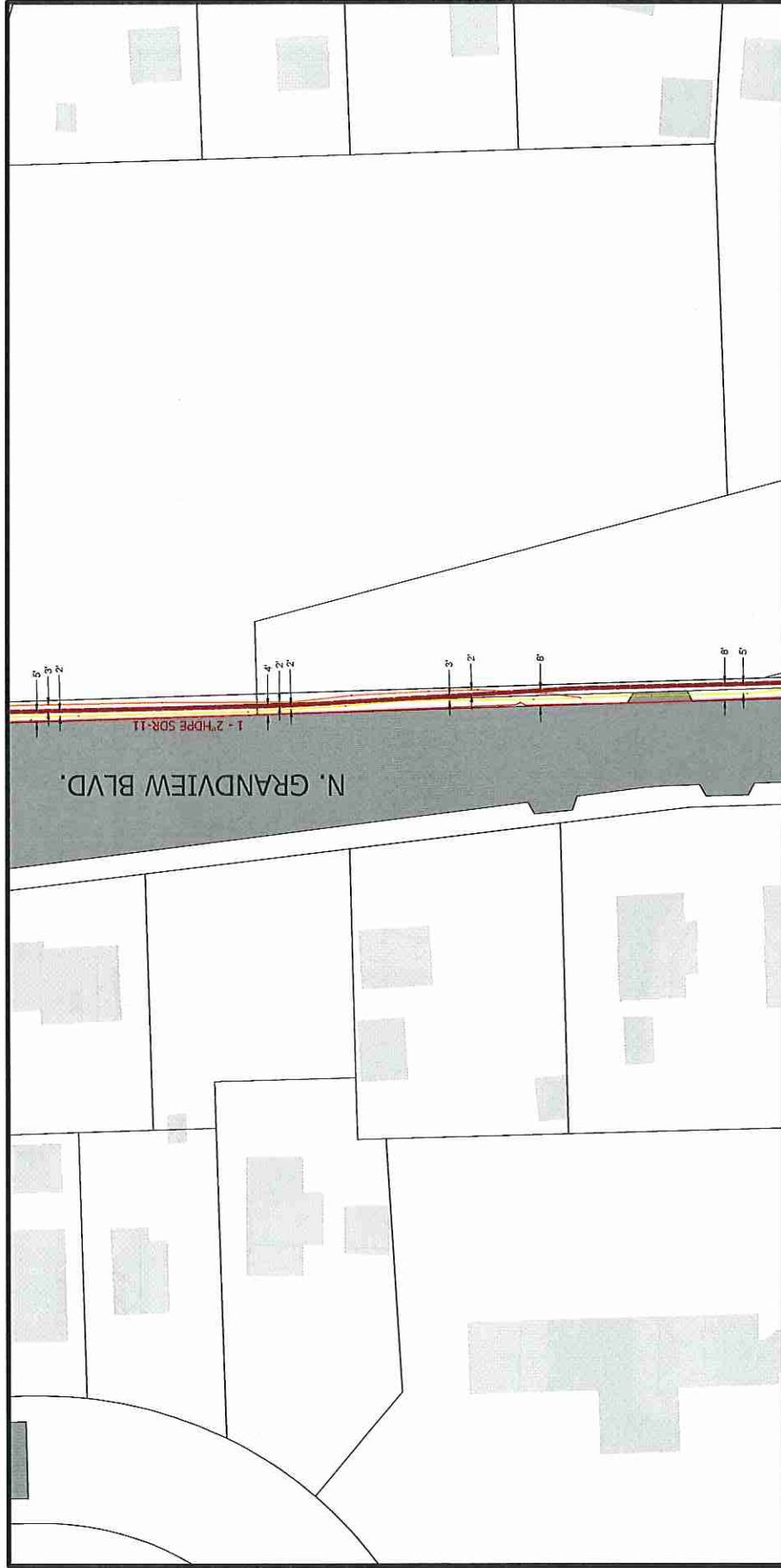
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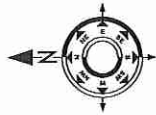
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CITY OF WAUKESHA
FIRE STATION #4 TO
UW WAUKESHA CAMPUS CONNECTION
2015

Scale: 1"=50'



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI
 Ph. (920) 676-0694 Fax (920) 461-9770

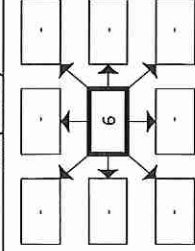


Legend

- = New 2" Duct Install
- = New Handhole
- = New Locate Station
- = Telco
- = Cable TV
- = Electric
- = Gas
- = Water
- = Sanitary Sewer
- = Storm Sewer
- = Utility Pole
- = Fire Hydrant
- = Traffic Control Box
- = Cable TV Ped
- = Electric Ped
- = Electric Transformer
- = Catch Basin / Inlet
- = Round Catch Basin / Inlet
- = Manhole
- = Handhole
- = Utility Pole
- = Anchor
- = Strand
- = Overhead Guy
- = Public Right of Way
- = Street Light

Typical Install Depth is 36"

Map Key



Drawn By: Dan Becker

Title: CAD Operator

Company: MC&E

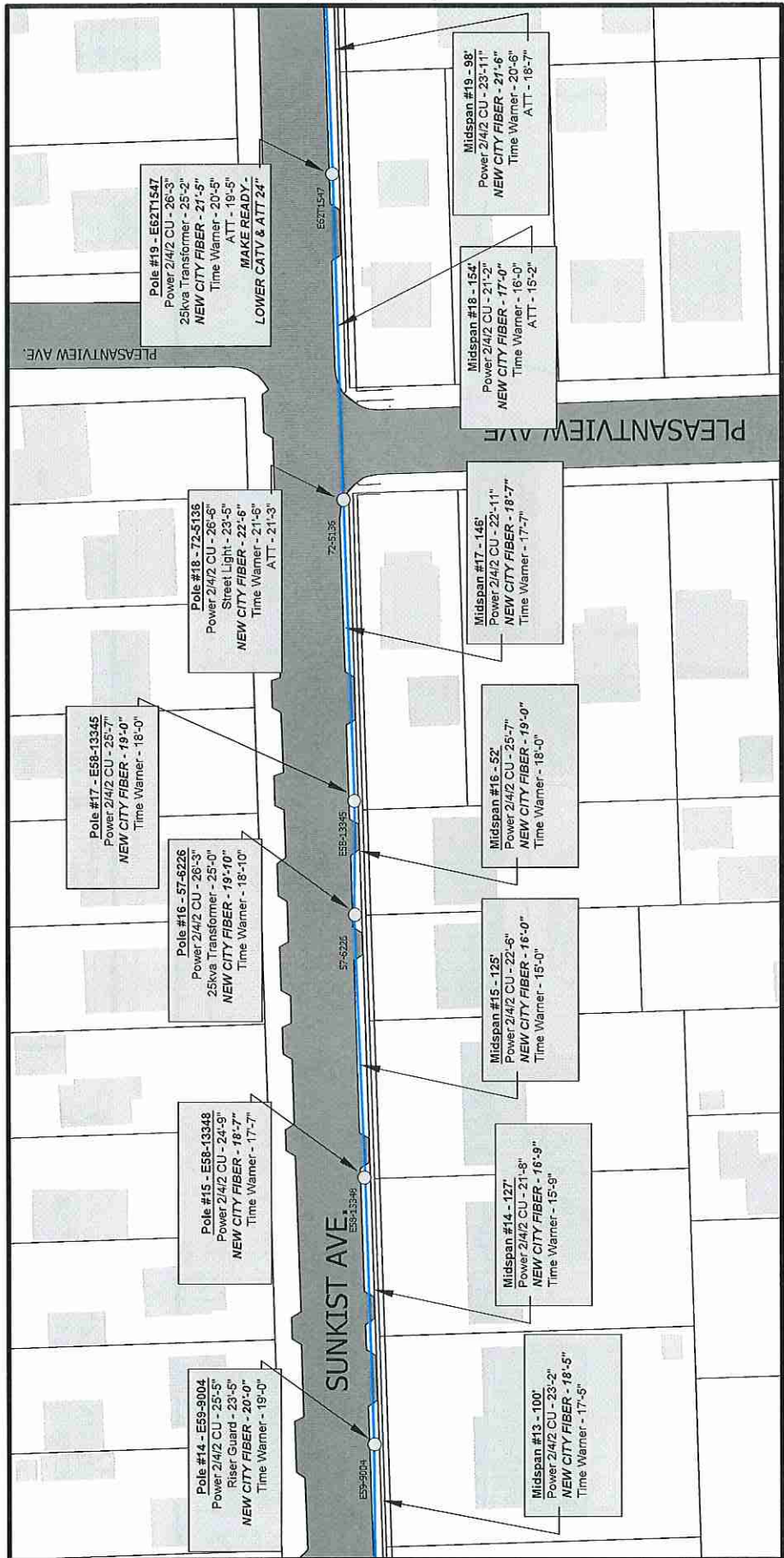
Phone: (920) 676-3496

Email: dbecker@mc&e.biz

Page Number:

6

See Print 5



See Print 3

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2015
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Legend

○ = Utility Pole	○ = Anchor	○ = Strand	○ = Overhead GUY	○ = Public Right of Way	○ = Street Light
○ = Fire Hydrant	○ = Traffic Control Box	○ = Telco Ped	○ = Cable TV Ped	○ = Electric Ped	○ = Catch Basin / Inlet
○ = New 2" Duct Install	○ = New Handhole	○ = New Locate Station	○ = Telco	○ = Cable TV	○ = Electric
○ = New Handhole	○ = New Locate Station	○ = Telco	○ = Cable TV	○ = Electric	○ = Gas
○ = Water	○ = Sanitary Sewer	○ = Storm Sewer	○ = Round Catch Basin / Inlet	○ = Manhole	○ = Handhole

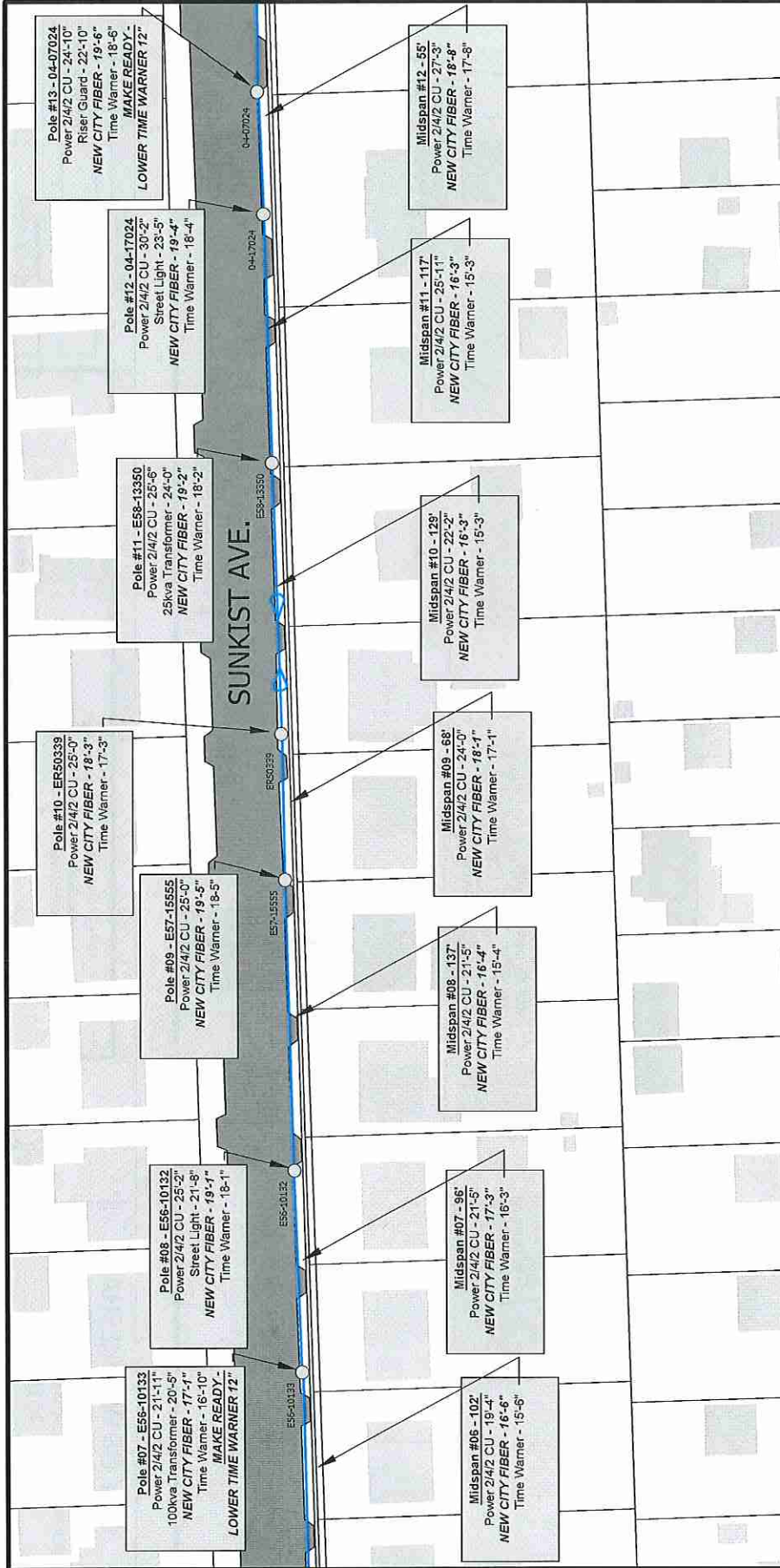
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Email: dbecker@mcae.biz
Page Number: 4

Typical Install Depth is 36"

See Print 4

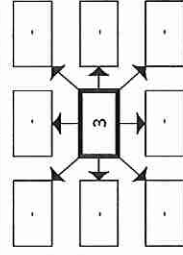


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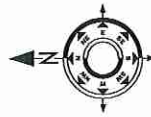
Map Key



Legend

- = Utility Pole
- = New 2" Duct Install
- = Fire Hydrant
- = Traffic Control Box
- = Telco Ped
- = Electric Ped
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- = Handhole
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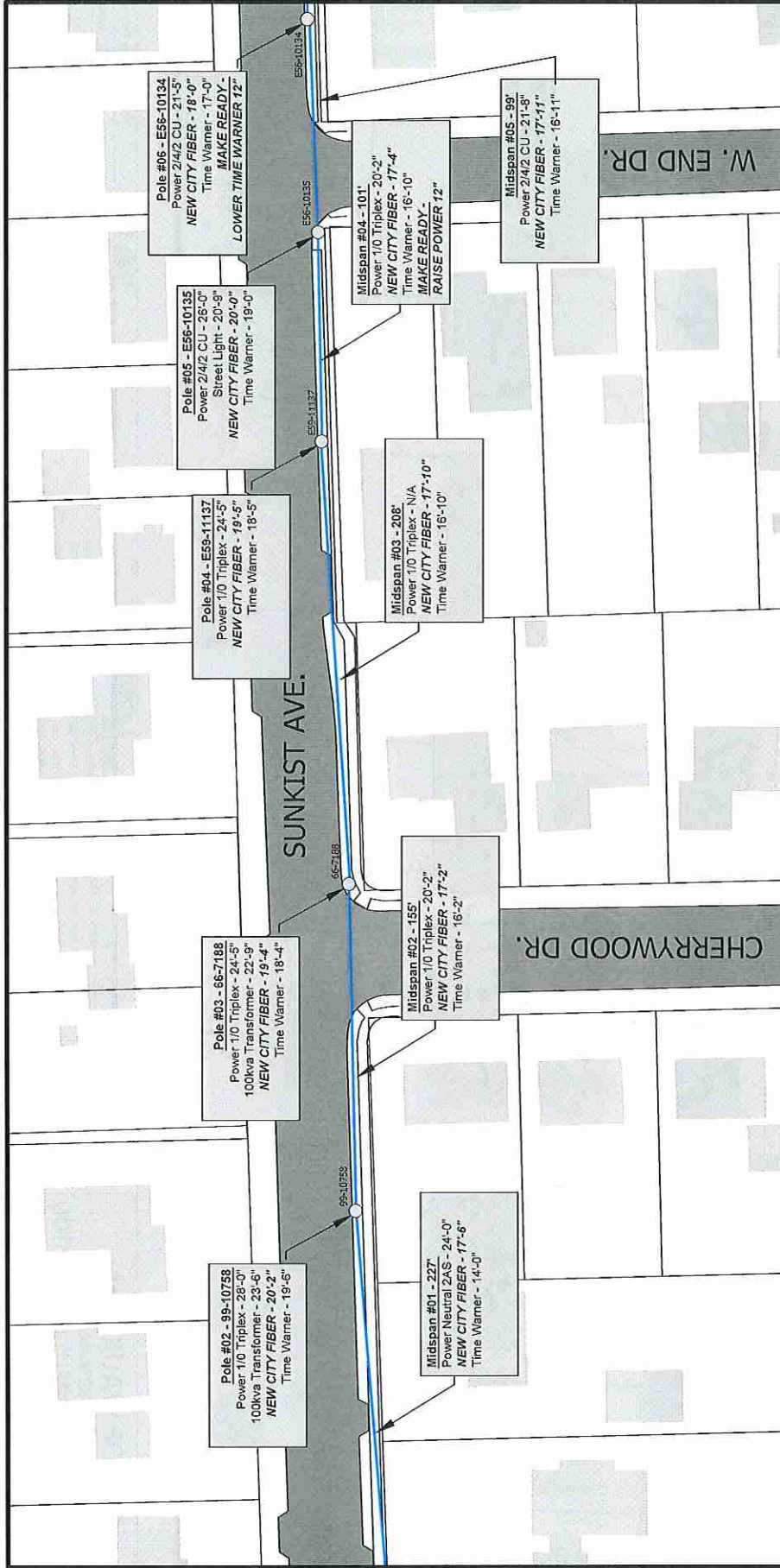
CITY OF WAUKESHA
FIRE STATION #4 TO
UW WAUKESHA CAMPUS CONNECTION
2015

Scale: 1"=50'



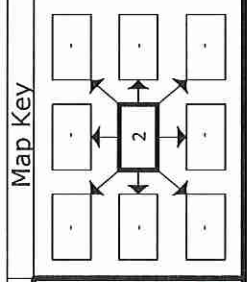
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See Print 3



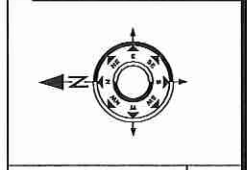
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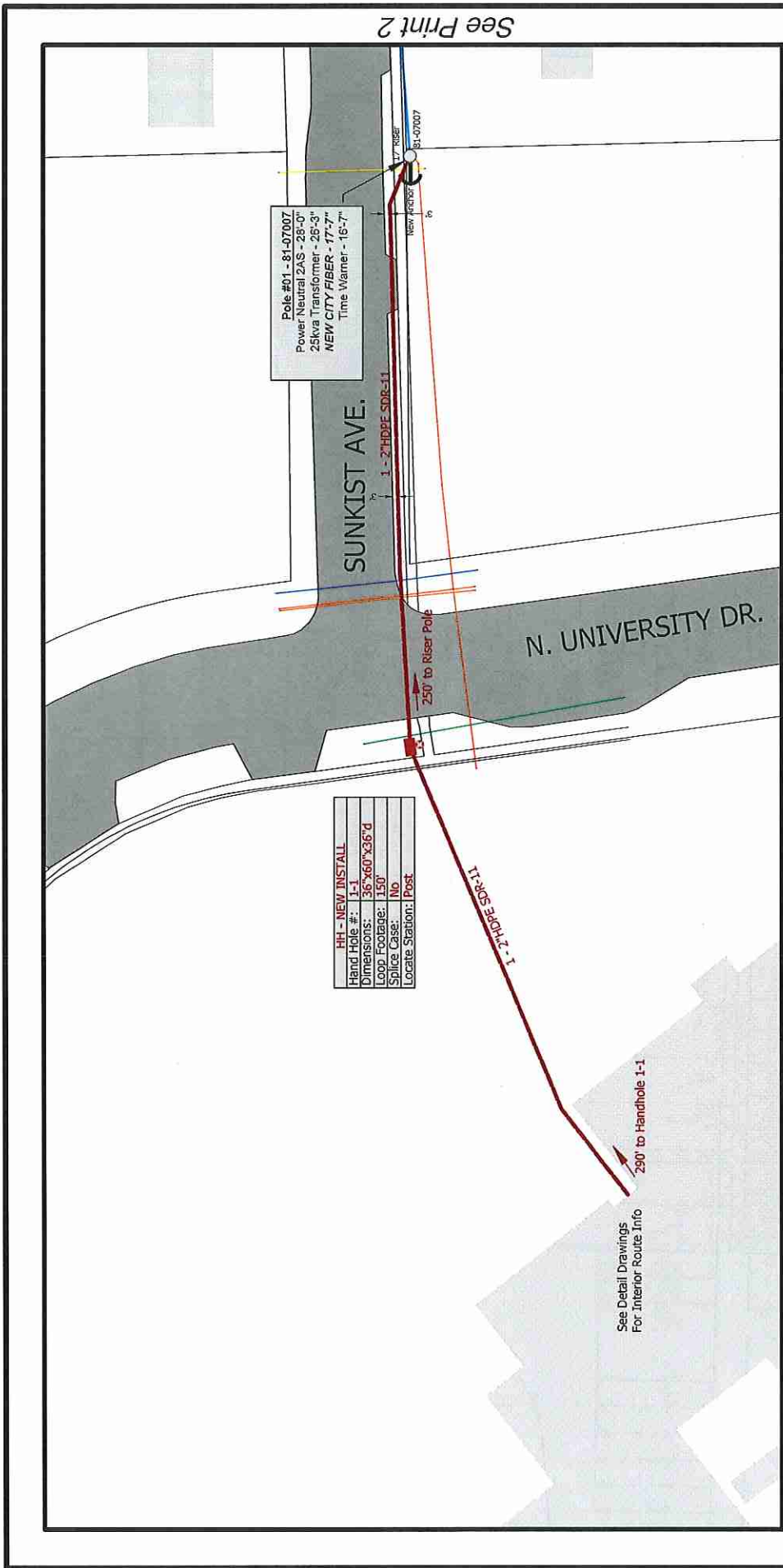
Typical Install Depth is 36"

- Legend**
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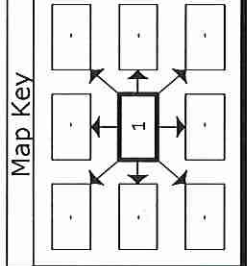


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 2015
 Scale: 1"=50'
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Page Number: 1



Fire Station #4
Spice Point

7

6

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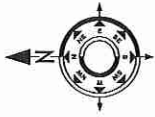
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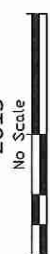
UW Waukesha

Legend

- = New Duct Route
- = Aerial Route
- = Existing Duct Route

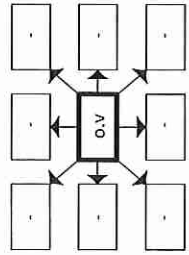


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 2015



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overview