



City of Waukesha

City Hall,
201 Delafield Street
Waukesha, WI 53188

Meeting Agenda - Final Finance Committee

Tuesday, March 31, 2015

6:30 PM

Council Chambers, City Hall
Use lower level glass door.

1. Call To Order

2. Approval of Minutes

A. ID#15-2255 Minutes for March 10, 2015

Attachments: fnmn150310 draft

3. Business Items

A. ID#15-2280 Matter of Report: Police OT

Sponsors: Police Department

Attachments: Police Overtime Report 033115

B. ID#15-2279 Matter of Report: Fire OT

Sponsors: Fire Department

Attachments: Overtime report for Fire 033115

C. ID#15-2273 Review and act on a request to recommend that the Council approve the contract in the amount of \$940,526 between the City of Waukesha and Pierce Manufacturing, Inc. for the purchase of a new ladder truck and amend the 2015 CIP to include the total ladder truck purchase of \$1,016,556. This would remove the preauthorization for the purchase of the ladder truck in the 2016 CIP.

Sponsors: Fire Department

Attachments: Cover Sheet - Ladder Truck 033115

Request for Approval of Replacement Ladder 033115

Sole Source for Ladder 033115

Option 1 - Contract with prepay 033115

Option 2 - Contract with Pierce and Co 033115

- D. ID#15-2287 Review and act on a request to recommend that the Council approve the contract between the City of Waukesha and Dr. Mark Polentini, M.D. SC for Medical Director Services and authorize the Mayor to sign the contract.

Sponsors: Fire Department

Attachments: Cover Sheet -Med Director 033115
 Docs. for Medical Director 033115

- E. ID#14-1652 Review and act on a request to recommend that the Common Council revise building inspection fees effective June 1, 2015.

Sponsors: Community Development

Attachments: Cover Sheet-building fees 033115
 memo cc and fc fees 033115
 Building Fee Structure Analysis 033115
 building fees modified 033115
 Project Comparisons 033115

- F. ID#15-2206 Review and Act on a recommendation to transfer \$2,044.06 from Fund 0205 Waukesha County Municipal Executives Fund to the General Fund (Org 1510 Finance/Admin) effective 12/31/14.

Attachments: Cover Sheet-WCME 033115
 WCME - Support 033115

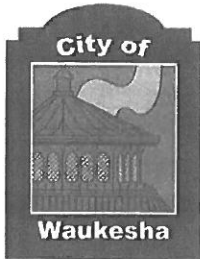
- G. ID#15-2281 Matter of Report: Assistant Finance Director status

4. Communications and Referrals:

5. Adjournment

“A majority of the Council members may be in attendance.”

NOTICE: Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible or that materials at the meeting be in an accessible format, please contact the Finance Office 48 hours prior to the meeting at 524-3560, or by the Wisconsin Telecommunications Relay System so that arrangements may be made to accommodate the request.



POLICE DEPARTMENT

1901 DELAFIELD STREET
WAUKESHA, WISCONSIN 53188-3672
TELEPHONE: (262) 524-3761 FAX: (262) 524-3914

3A

RUSSELL P. JACK

Chief of Police

March 19, 2015

Alderman Joe Pieper
Finance Committee
201 Delafield Street
Waukesha, WI 53188

Subject: Police Department Quarterly Overtime Report

Dear Chairman Pieper:

The members of the Finance Committee have requested quarterly updates regarding the Department's overtime expenditures. The daily operations of the Police Department budget are designed to minimize overtime while maintaining minimum staffing levels. A significant portion of our overtime is the result of minimum staffing.

The staffing levels have been reevaluated and are deemed necessary to maintain the safety of the citizens of Waukesha and the officers. The shortages are mainly caused by necessary events due to state law, federal law and contractual language. These include but are not limited to the Family Medical Leave Act, military leave and sick leave.

Following are the overtime budgets in the Police Department, along with a description of the overtime usage in the various divisions.

<u>Division (ORG)</u>	<u>Description</u>
Admin (2110)	This overtime is for the Administrative Assistant to the Chief of Police and the duties that encumber overtime are: payroll responsibilities (Kronos), PFC meetings, and other administrative tasks and responsibilities.
Patrol (2130)	The main duties that encumber overtime are: shift shortages, priority 1 reports, late calls that extend past shift, courtroom appearances, and Tactical Unit responses.
CID (2140)	The main duties that encumber overtime are: priority 1 reports, investigations that extend past duty shift, and courtroom appearances.



Support Services (2150) The main duties that encumber overtime are: callback for processing major crime scenes, investigations that extend past duty shift, and courtroom appearances.

Dispatch (2151) The duties that encumber overtime are: shift shortages and communications training officer (CTO) responsibilities.

The below chart shows the overtime numbers in each of the divisions as compared to the budgeted amounts, as well as a comparison to last year's overtime amounts.

Division	Actual '15	Budget '15	Actual '14	Budget '14
Admin	\$1860	\$7000	\$6448	\$7000
Patrol	\$48,244	\$350,000	\$504,622	\$300,000
CID	\$13,644	\$80,000	\$60,136	\$90,000
Support Services	\$1,658	\$11,693	\$9,311	\$14,000
Dispatch	\$20,246	\$30,000	\$82,233	\$30,000

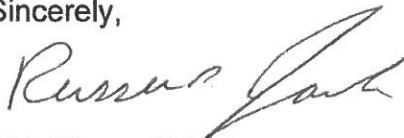
**Numbers were taken from Munis on 03/16/15*

The one overtime account that is currently on pace to exceed the 2015 budgeted amount is for dispatch. This is due to shift shortages caused by one new dispatcher resigning from the Department, and another dispatcher being on extended family leave. We have hired a new dispatcher and she is in the Communications Training Officer program. The dispatcher that was out on family leave has returned to work full-time.

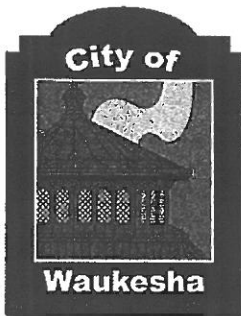
We will continue to monitor overtime, implement creative strategies to reduce overtime and evaluate staffing levels to minimize overtime throughout the Department.

If you have any additional questions or concerns regarding this matter, please feel free to contact me at (262) 524-3761.

Sincerely,



Chief Russell Jack
Waukesha Police Department



FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE: (262) 524-3649 FAX: (262) 524-3670

Steven Howard, Acting Chief
showard@ci.waukesha.wi.us

March 18, 2015

Mr. Joe Pieper, Chairman
Finance Committee
1011 W. Glenn Drive
Waukesha, WI 53188

**SUBJECT: FIRE DEPARTMENT OVERTIME USAGE FOR
JANUARY AND FEBRUARY 2015**

Dear Chairman Pieper:

The members of the Finance Committee have requested regular updates regarding the Department's overtime expenditures. The Fire Department budget is developed to utilize overtime as a cost effective means to meet minimum staffing levels.

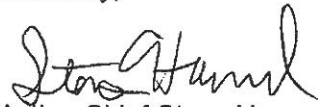
Scheduled leave such as vacation and work reduction days associated with the Fair Labor Standards Act and provisions of the Collective Bargaining Agreement are scheduled to distribute time off throughout the year and cap the number of persons that can be off on a given day. The Department has little control over unscheduled leaves, such as military leave, sick leave, and injury leave.

The following numbers are based on information received from Finance Director Rich Abbott, as shown on the attached spreadsheets. Through February of 2015, the Department has expended \$75,696.52 of our \$395,489 overtime budget. This equates to 19.1% of our total budget. In comparison, in 2013 the Department expended \$110,724 for the same time period. Although our expenditure is less than the same time period last year, it is still higher than anticipated. This is due to an increase in military leave, injury leave and a long term light-duty assignment.

The Department staff closely monitors overtime use and due to the many variables impacting overtime, it is very challenging to predict our overtime expenditures for the remainder of the year.

If you have any additional concerns regarding this matter, feel free to contact me at (262) 524-3649.

Sincerely,


Acting Chief Steve Howard

attachments



03/16/2015 13:57
rabbott

CITY OF WAUKESHA, WI
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2015 02

ACCOUNTS FOR:
220 Fire

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
2211 51220 Overtime	315,351	0	315,351	60,557.23	.00	254,793.77	19.2%
2212 51220 Overtime	1,300	0	1,300	.00	.00	1,300.00	.0%
2213 51220 Overtime	78,838	0	78,838	15,139.29	.00	63,698.71	19.2%
TOTAL Fire	395,489	0	395,489	75,696.52	.00	319,792.48	19.1%
TOTAL EXPENSES	395,489	0	395,489	75,696.52	.00	319,792.48	



03/16/2015 13:44
rabbott

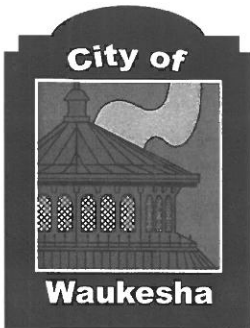
CITY OF WAUKESHA, WI
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2014 02

ACCOUNTS FOR:
220 Fire

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
2211 51220 Overtime	300,000	0	300,000	90,885.68	.00	209,114.32	30.3%*
2212 51220 Overtime	1,300	0	1,300	.00	.00	1,300.00	.0%
2213 51220 Overtime	60,000	0	60,000	19,838.36	.00	40,161.64	33.1%*
TOTAL Fire	361,300	0	361,300	110,724.04	.00	250,575.96	30.6%
TOTAL EXPENSES	361,300	0	361,300	110,724.04	.00	250,575.96	



3C

CITY OF WAUKESHA**Administration**

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

Committee: FINANCE COMMITTEE	Date: 3/31/2015
Common Council Item Number: 15-2273	Date: 4/9/2015
Submitted By: Acting Chief Steve Howard/Battalion Chief Joe Hoffman	City Administrator Approval: Kevin Lahner, City Administrator KML
Finance Department Review: Rich Abbott, Finance Director RA	City Attorney's Office Review: Brian Running, City Attorney BER

Subject: APPROVAL OF NEW LADDER TRUCK PURCHASE FOR THE CITY OF WAUKESHA F.D.

Review and act on request to recommend that the Council approve the contract in the amount of \$940,526 between the City of Waukesha & Pierce Manufacturing, Inc. for the purchase of a new ladder truck and amend the 2015 CIP to include the total ladder truck purchase of \$1,016,556. This would remove the preauthorization for the purchase of the ladder truck in the 2016 CIP.

Details:

The Fire Department is requesting approval of a contract with Pierce Manufacturing, Inc. for the purchase of a 105 ft. Pierce Quantum Puck ladder truck. This item has been presented to the Common Council as part of the budget process for several years. During the 2015 budget process, the Department was authorized to purchase a ladder truck from Pierce Mfg. through Reliant Fire Apparatus, Inc. The authorization to enter into a contract in 2015 with payment and delivery of the vehicle in 2016 was done as a cost saving measure to avoid an approximate \$100,000 price increase if the purchase of this vehicle was completed in 2016 (please refer to memo to Finance Committee dated October 14, 2014). As discussed during the 2015 budget process, the Department is purchasing this vehicle as a sole source as allowed per Financial Policy F-6.0. As done with past sole source purchases from Pierce Mfg., they have provided us with comparable purchases by other Fire Departments that went through a competitive bidding process. A review of these purchases shows that our purchase is in line with other vehicles similarly equipped (see attached memo). It is not possible to do an exact side-by-side comparison, due to the fact that each vehicle is customized, but are based on similar chassis capabilities and major features. The attached contract was negotiated with Pierce Mfg. with significant input from the City Attorney's Office. The final contract has been reviewed and approved by City Attorney Brian Running and reflects changes he had requested. The purchase of a ladder truck is needed to sustain fire suppression capabilities at its current level.

Options & Alternatives:**OPTION #1 ADVANCE PAYMENT with DISCOUNT (total project cost of \$1,016,556)**

As the Department negotiated the final specifications and contract for the purchase of the ladder truck, we were made aware of an option to receive an advanced payment discount in the amount of \$39,144 if the purchase was paid in full at the time the contract is signed. The contract with discount would be \$940,526.

The discount savings would be reduce the total project and would not be applied to another vehicle or additional equipment purchases.



Additionally, by bonding for the purchase of the vehicle at this time, the City would have the ability to lock in the current interest rate and potentially saving money if the interest rate for borrowed money increases in 2016. In order to utilize the pre-payment option, the Finance Committee would need to recommend to the Common Council a modification to the approved 2015 CIP budget. The amendment to the budget would authorize the borrowing for the purchase of the ladder truck in 2015 and would remove the preauthorization to purchase the ladder truck in 2016.

This potential change has been reviewed by Baird and Associates and would not have a negative impact on bond ratings or the upcoming bond issuances.

OPTION #2 Preauthorization for 2016 CIP (total project cost of \$1,055,700)

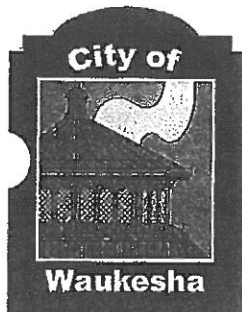
To approve the contract with out the advance payment discount in the amount of \$979,670 which would cost the City an additional \$39,144.

Financial Remarks:

As part of the 2015 budget process, the Common Council granted the Department approval to enter into contract to purchase a new ladder truck that is to be delivered and paid for in 2016 (ID# 14-1343). The purchase of the vehicle and associated equipment is within the approved budget amount and the vehicle will be placed in service within the approved budget of \$1,055,700 for this purchase (Acct# 4320.68140. Vehicle Fund 0400).

Executive Recommendation: The City Administrator recommends approval of Option 1 for the advanced payment discount and modification to the 2015 CIP and removal of preauthorization for 2016 CIP.

Committee Recommendation:



FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE: (262) 524-3649 FAX: (262) 524-3670

Steven Howard, Acting Chief

showard@ci.waukesha.wi.us

October 14, 2014

Mr. Joe Pieper, Chairman
Finance Committee
1011 W. Glenn Drive
Waukesha, WI 53188

**SUBJECT: REQUEST FOR FINANCE COMMITTEE APPROVAL
OF REPLACEMENT LADDER TRUCK PURCHASE TO BE
ORDERED IN 2015 AND DELIVERED AND PAID FOR IN 2016**

Dear Chairman Pieper:

As part of the adoption of the 2015 Capital Improvement Budget, the City of Waukesha Fire Department is seeking approval for the purchase of a replacement ladder truck in the amount of \$1,055,700. This figure includes all costs associated with the purchase of a ladder truck, replacement of equipment and the installation of radios and computers. The cost is based on ordering a ladder truck from Pierce Manufacturing, Inc. through Reliant Fire Apparatus prior to March 30, 2015. Delivery of the completed vehicle would be scheduled for March of 2016.

By purchasing the vehicle in this manner, the City would receive an approximate discount of \$15,800 by making pre-delivery payments in January and February of 2016. By committing to purchasing this vehicle in 2014 and ordering the vehicle in 2015, we can avoid an approximate \$100,000 price increase if the purchase of this identical vehicle was delayed until 2016. For your reference, I have attached a spreadsheet detailing price increases. It should be noted that the 2016 price does not include the impact of new NFPA standards that will become effective January 1, 2016. At this time, it is very difficult to quantify the impact of the new standards. Based on current drafts of the standards, we anticipate a minimum increase of 3%.

The replacement of our 1992 E-One platform/ladder truck (Ladder 1, Fleet #921) has been delayed since 2012 due to budget constraints. In 2013, the Department spent approximately \$24,000 on repairs and maintenance for this vehicle. Although the vehicle is currently roadworthy, mechanics have identified ongoing concerns regarding the condition of the vehicle's wiring, hydraulic systems and other mechanical issues. The exterior of the vehicle is in good condition; however, both the mechanical and electrical systems and structure of the vehicle is showing age.



The delay in replacing this vehicle has made it necessary for us to extend the front line service life of the 2001 ladder truck assigned to Fire Station #2 (Ladder 2, fleet #012). Although this vehicle has been very reliable, it too is beginning to show its age, resulting in increased maintenance costs and repairs. The total cost for maintenance and testing of Ladder 2 was approximately \$12,000 in 2012 and \$16,000 in 2013. To date, we have spent approximately \$18,000 maintaining this vehicle. Ideally, this vehicle would have seen 10 years of front line use with a reserve life of an additional 10 years. Continued use of this vehicle in a front line capacity may reduce its service life below 20 years. The wear and increasing costs of maintaining Ladder 2 further illustrates the need to replace the Ladder 1.

As part of the ongoing discussions regarding the replacement of this vehicle, questions have been raised as to why the Department operates three ladder trucks. The operation of two front line "quint" ladder trucks and one reserve ladder truck is a result of the strategic planning done by the Common Council and the Fire Department over the past 10 years.

History of Deployment Model

The Waukesha Fire Department came to utilize the current equipment and personnel staffing model in February of 2009, with the opening of Fire Station 5. Up to that point the Department operated a traditional staffing and equipment model with every station having an engine company assigned to it with a dedicated ladder company at station 1 that responded exclusively to fire calls to perform ladder truck work. In the planning for the new additional fire station, Station 5, the Department had proposed adding an additional 18 staff members to open and continue the traditional staffing and equipment deployment model. The Common Council determined that maintaining this model was not possible, and requested Fire Department Staff to look for a different deployment model. Fire Department Staff proposed switching to a Quint Concept for a staffing and equipment deployment model, this switch would only require the hiring of an additional 9 firefighters, but required the department to purchase and maintain an additional Ladder Truck (Ladder 5). The Department would then begin a redeployment strategy for all existing station and apparatus.

The approval of the plan by Council meant the redeployment of the existing ladder truck at Station 1 to Station 2, along with the new ladder at Station 5 and then locating engines at Stations 1, 3 and 4. As part of this proposal Fire Department Staff analyzed the department's needs and researched across the nation what the appropriate ratio or amount of reserve apparatus to front line apparatus should be. The staffs research led to a change and a reduction in or reserve apparatus fleet, reducing our reserve apparatus fleet from three Engines and one Ladder to our current apparatus reserve fleet of two reserve Engines and one Reserve Ladder. This strategy of having two ladders and three engines strategically located throughout the City that would be delivering both Fire and EMS services has been our successful model allowing our City to maintain our coveted ISO Class 2 designation for our community.

Why three Ladders in the Fleet?

The Department utilizes it's fleet of three ladders to ensure that two ladders are in service to function as the first-out, front-line apparatus. The two newest ladders are run as the first out apparatus at Station 5 (Ladder 5-2008) and 2 (Ladder 2-2001). The third ladder is utilized when maintenance is being performed on either of the two front line ladders or when there is an incident that requires the call back and staffing of additional apparatus; i.e. a Fire where both ladders are committed to the scene of an emergency. The department has contacted our neighboring communities to see if any of them would be interested in sharing a reserve fleet, but at this time there are no departments who have expressed interest. Since our community has chosen to utilize the Quint concept to provide both fire and emergency medical services to our community, either ladder could be tied up on a different call for service when a fire incident could require the tools and equipment that are



carried on the ladder. This would require the department to request mutual aid from one of our neighboring communities, unfortunately none of our neighboring communities currently staff their ladders with assigned personnel that are in house. This, combined with the inherent delays caused by requesting mutual aid between the two dispatch centers, would result in some significant delays to getting a mutual aid ladder company into our community.

The Role of Ladder trucks

A fire engine is a fire suppression vehicle that has a water, pump and, typically, is designed to carry fire hose and a supply of water. A ladder company is a vehicle that's primary duty is to supply ladders and specialized tools to a fire scene (note: fire engines and ladder trucks are paired with an ambulance to build a crew of 5 persons for firefighting operations). In most cases the primary role of the ladder company is to perform rescue operations, ventilation, raise ladders to all floors of the building, control the building utilities and ensure that a building has been completely searched at a structure fire. The quint concept, the quint fire apparatus is designed to provide five tools for firefighters to carry out these tactical firefighting functions, that is supply fires streams (pump and hoses), provide initial and continuing water supply (pump, water tank, and hoses), provide personnel with access to elevated areas (ground ladder complement and aerial device), and provide elevated master fire stream (pump, hose, and aerial device) as defined by NFPA standards.

The Fire Department fully realizes this piece of very specialized fire apparatus is costly and represents a substantial investment by the City in public safety. The use of the five station "quint" concept allowed the city to avoid the cost of hiring nine additional firefighters, resulting in an approximate savings of \$900,000 per year. If the Council is committed to maintaining our current operations and committed to purchasing a ladder truck in 2016, purchasing the vehicle now would allow us to avoid an approximate \$100,000 price increase. The vehicle needs to be approved in the 2015 budget, ordered by March 30th 2015 and delivered and paid for in 2016 to realize the savings.

Sincerely,

Acting Chief Steve Howard

cc: Mayor Shawn Reilly
Ed Henschel, City Administrator
Rich Abbott, Finance Director
Common Council Members

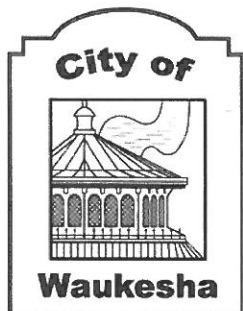
attachments



CURRENT PRICE IF ENTERED BY 3/30/15		Discount Amount	Net Contract Amount
Total Contract Price (amount due at pickup without any advance payments)			\$1,012,530
Chassis Payment 90 Day Before Final Pickup \$378,213		-\$11,346	\$1,001,184
Aerial Payment due 60 days Before Final Pickup \$218,785		-\$4,507	\$996,677

PRICE IF ENTERED AFTER 3/30/15 BUT PRIOR TO NEXT INCREASE		Discount Amount	Net Contract Amount
Total Contract Price (amount due at pickup without any advance payments)			\$1,082,616
Chassis Payment 90 Day Before Final Pickup \$386,075		-\$11,582	\$1,071,034
Aerial Payment due 60 days Before Final Pickup \$284,349		-\$5,686	\$1,065,348

PRICE IF ORDERED AFTER NEXT PRICE INCREASE (2016)		Discount Amount	Net Contract Amount
Total Contract Price (amount due at pickup without any advance payments)			\$1,114,795
Chassis Payment 90 Day Before Final Pickup \$397,657		-\$11,930	\$1,102,865
Aerial Payment due 60 days Before Final Pickup \$292,879		-\$5,857	\$1,097,008



FIRE DEPARTMENT OPERATIONS DIVISION

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE 262/524-3651 FAX 262/524-3670

Joseph W. Hoffman
Battalion Chief-Shift Commander
jwhoffma@ci.waukesha.wi.us

MEMO

TO: Finance Committee Members
FROM: Joseph Hoffman, Acting Assistant Chief
DATE: March 21, 2015
SUBJECT: Purchase of Pierce Quantum PUC 105' Aerial Ladder (Ladder Truck)

At the request of Acting Chief Howard, I have verified the cost savings that have been extended to the Fire Department by Pierce Fire Apparatus for the sole source purchase of a Pierce Quantum PUC 105' Aerial Ladder in the amount of \$979,670 to be purchased from Reliant Fire Apparatus of Slinger, Wisconsin.

The request to waive the formal bid process is being made in order to allow the Fire Department to take advantage of 2014 pricing structures and pricing breaks as outlined throughout the Finance Committee review of the City of Waukesha's 5-Year CIP (2016-2020) in preparations for the 2015 Budget. By purchasing the vehicle in this manner, the City would avoid approximately \$86,000 in additional costs if the unit was currently competitively bid by Reliant Fire. This is due to the action taken by staff and the vendor to lock the pricing in November, 2014 as described to the Finance Committee and the Common Council. This price lock avoided a 2015 product pricing increase and, as outlined in the contract, allows for discounts for chassis and aerial prepayment. Additionally, changes in the NFPA standards are projected to add \$20,000-\$50,000 in the apparatus and equipment to ensure compliance with the next revision of the standard due for publication in 2016. The purchase of this Pierce Fire Apparatus allows for continued fleet standardization in the Fire Department, which will ultimately lead to reduced maintenance costs, while continuing to support a State of Wisconsin manufacturer.

Staff requested that the vendor supply pricing history for similar fire apparatus that has been built by Pierce Fire Apparatus in the recent history. The following is a list of current units that are in process or have been recently delivered by Pierce that are 500 lb. tip load ladders with the similar base features (i.e. Quantum, PUC, 105' Steel Aerial). One item of note when comparing the pricing provided to the City, our ladder will be the first Quantum PUC 750 lb. tip load steel ladder. The 750 lb. is typical for aerials with buckets, or platforms on the end of the aerial. Staff recommends the increased capacity for an improved safety factor when working with two firefighters on the aerial or when making a rescue from the aerial.

Pierce Job #	Customer	Base Price	Final Price
28135	Pierce Stock Unit	\$ 897,149	\$ 942,006
27451	Jollyville FD, Austin Texas	\$ 984,822	\$ 1,034,063
25211	Richmond, Virginia	\$ 893,667	\$ 938,350
28249	Portland Oregon	\$ 1,000,000	\$ 1,050,000
28885	National City, California	\$ 948,766	\$ 996,204
26283	Marblehead, Massachusetts	\$ 1,055,404	\$ 1,108,174
27232	Wauwatosa, Wisconsin	\$ 934,923	\$ 981,669

If there is any additional information that you would like before the meeting or if you have any questions, please feel free to contact me. Staff will be at the meeting to answer any questions. Thank you for your consideration on this matter.





PERFORM. LIKE NO OTHER™

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the City of Waukesha, a city in the state of Wisconsin ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$940,526.00 ("Purchase Price"). Prices are in U.S. funds.

5. Price adjustments Due to Regulatory Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 12 months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Waukesha

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable to Customer for consequential, incidental or punitive damages arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence or otherwise. This subsection shall not be construed to limit compensatory damages in any way, and shall not be construed as to require Customer to indemnify Pierce from any damages, compensatory, incidental, punitive or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce. This indemnification shall not extend to liabilities arising from the sole negligence of Pierce, the intentional acts or omissions of Pierce, or liabilities imposed on Pierce by products liabilities law.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of Waukesha

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: _____

Customer Name: City of Waukesha

Quantity	Chassis Type	Body Type	Price per Unit
1	Quantum	105' Aerial Ladder	\$940,526.00
			\$
			\$
			\$
			\$

Price of vehicle is \$995,961.00. The following discounts have been applied to make the final contract amount \$940,526.00

Chassis payment discount: \$11,837.00, normal payment of \$394,564.00 due 90 days prior to final inspection and pick up.

Aerial payment discount: \$4,454.00, normal payment of \$228,063.00 due 60 days prior to final inspection and pick up.

Advance payment discount: \$39,144.00, discount for payment in full at contract signing (by 4-15-15)

Warranty Period: One year bumper to bumper, warranties are attached

Training Requirements: Training to be done at the fire department by Reliant and Pierce. Three days.

Other Matters: Price includes a 100% performance bond

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in full in the amount of \$940,526.00 is due at time of contract signing (by April 15, 2015).

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF APRIL, 2015 BETWEEN PIERCE MANUFACTURING INC. AND THE CITY OF WAUKESHA WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B
WARRANTY

A COPY OF THE WARRANTIES ARE ATTACHED

EXHIBIT C

PIERCE PROPOSAL

PIERCE PROPOSAL BOOK DATED 3-13-15 DESCRIBES IN DETAIL THE APPARATUS BEING PURCHASED

Option 2



PERFORM LIKE NO OTHER

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the City of Waukesha, a city in the state of Wisconsin ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Pierce Proposal" means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$979,670.00 ("Purchase Price"). Prices are in U.S. funds.

5. Price adjustments Due to Regulatory Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 12 months of the Effective Date of this Agreement, P.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Waukesha

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable to Customer for consequential, incidental or punitive damages arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence or otherwise. This subsection shall not be construed to limit compensatory damages in any way, and shall not be construed as to require Customer to indemnify Pierce from any damages, compensatory, incidental, punitive or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce. This indemnification shall not extend to liabilities arising from the sole negligence of Pierce, the intentional acts or omissions of Pierce, or liabilities imposed on Pierce by products liabilities law.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of Waukesha

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: _____

Customer Name: City of Waukesha

Quantity	Chassis Type	Body Type	Price per Unit
1	Quantum	105' Aerial Ladder	\$979,670.00
			\$
			\$
			\$
			\$

Warranty Period: One year bumper to bumper, warranties are attached

Training Requirements: Training to be done at the fire department by Reliant and Pierce. Three days.

Other Matters: Price includes a 100% performance bond

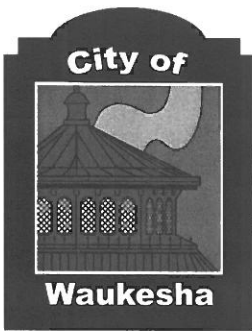
This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Chassis payment in the amount of \$394,564.00 is due by January 5, 2016. If this payment is not made add \$11,837.00 to contract amount.

Aerial payment in the amount of \$228,063.00 is due by February 1, 2016. If this payment is not made add \$4,454.00 to contract amount.

Payment in full is due at final inspection and pick up.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the State of Wisconsin.



3D

CITY OF WAUKESHA**Administration**

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

Committee: FINANCE COMMITTEE	Date: 3/31/2015
Common Council Item Number: ID #15-2287	Date: 4/9/2015
Submitted By: Acting Chief Steve Howard	City Administrator Approval: Kevin Lahner, City Administrator KL
Finance Department Review: Rich Abbott, Finance Director RA	City Attorney's Office Review: Brian Running, City Attorney BR
Subject: APPROVAL OF MEDICAL DIRECTOR CONTRACT FOR CITY OF WAUKESHA F.D. Review and act on request to recommend that the Council approve the contract between the City of Waukesha & Dr. Mark Polentini, M.D. SC for Medical Director Services & authorize the Mayor to sign the contract.	
Details: The Department is requesting approval from the Finance Committee & the Common Council to enter into a contract with Dr. Mark Polentini to provide services as Medical Director for the City of Waukesha Fire Department. This contract was reviewed & approved by the Finance Committee on Jan. 13, 2015. After its approval, some additional concerns regarding contract language were raised by Dr. Polentini. The issues raised were subsequently addressed by Asst. City Atty. Julie Gay and approved by the Fire Dept. The attached contract has been modified in the area of indemnification and provides additional details regarding the Fire Department's responsibility for the agreement in the area of providing education and quality assurance activities. Financial compensation for Dr. Polentini for providing services has not changed & the Fire Department's approved 2015 budget includes funding for this expenditure. This item is being reintroduced to the Finance Committee, due to the fact that minor language changes have been made within the contract. A copy of the most recent contract that has been signed by Dr. Polentini and the Department's original letter to the Finance Committee dated Jan. 6, 2015 are attached. Fire Dept. representatives will be present at both the Finance Committee & Council meetings to answer any questions regarding this item.	
Options & Alternatives: The Fire Department is required to have a Medical Director as part of our licensure with the State of Wisconsin to provide EMS services.	
Financial Remarks: \$12,000 is included in the Fire Department's 2015 approved budget (Account No. 2213-52110) to fully fund the services provided by Dr. Polentini.	
Executive Recommendation: Click here to enter text.	
Committee Recommendation: Click here to enter text.	



Agreement for Emergency Services and Medical Direction

This Agreement is made and entered into by and between the City of Waukesha, a Wisconsin Municipal Corporation, with offices at 201 Delafield Street, Waukesha, WI 53188, referred to as the "City" and Mark Polentini MD SC, 1129, Colonial Dr., Hartland, WI 53029 referred to as the "Medical Director," having offices located at Waukesha Memorial Hospital, 725 American Avenue, Waukesha, WI 53188, referred to as the "Hospital." Together, the City and Medical Director are referred to as the Parties.

Recitals

The City provides emergency medical services (EMS) as defined in DHS 110.04(22), Wisconsin Administrative Code.

The City desires to engage the services of the Medical Director to furnish professional and technical assistance in connection with Emergency Medical Services and Medical Direction.

The Medical Director is willing to furnish professional and technical services to the City.

Now, therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Services Provided By Medical Director.** The Medical Director agrees to perform personally, or through his designees, in a professional manner and in accordance with applicable Wisconsin State Statutes and Administrative Code provisions, the following services:
 - a.** Serve as the City's emergency services Medical Director, as defined in §256.01(11), Wis. Stats., and DHS 110.04(42), Wisconsin Administrative Code; and perform the duties set forth in Chapter 256, Wis. Stats., and in Chapters DHS-110 through DHS-112, Wisconsin Administrative Code.
 - b.** Provide EMS medical direction to the City and pre-hospital medical services personnel approved to function within City's Emergency Medical Services System.
 - c.** Assist in the coordination of Emergency Medical Services with the City's Fire Chief, Fire Department staff, and EMS Instructors and staff.
 - d.** Provide the services of licensed medical doctors who are board certified or board eligible in the specialty of emergency medicine and are active members of the Hospital's medical staff, to serve as "Medical Control Physicians". The Medical Director shall ensure that a Medical Control Physician is available twenty-four (24) hours a day, seven days a week, to respond promptly to ambulance service requests for radio and telephone medical guidance, protocols, assistance, advice or command to field personnel, during the term of this Agreement.
 - e.** Prescribe, review and approve all protocols used by the City's Emergency Medical Technician (EMT), Intermediate Technician/Advanced EMT, Intermediate and Paramedic personnel in providing medical services contemplated under this Agreement.
 - f.** Provide ambulance service personnel opportunities for evaluation and continuing education at the Hospital, Fire Department, or an appropriate designated training center. The City shall ensure personnel participation. The Medical Director shall provide at least three educational opportunities per shift, per year.

- g. Ensure that the physicians providing services under this Agreement receive adequate orientation to perform the services contemplated by this Agreement.
- h. Perform periodic review and critique of cases handled by personnel from the City ambulance service in cooperation with Medical Control Physicians and the Hospital EMS Coordinator, for the primary purpose of improving medical care and operations. This review shall be performed in conjunction with the City's Quality Assurance Program and staff.
- i. All Medical Control Physicians shall issue transportation instructions and hospital assignments based solely on objective analysis of patient needs, facility capability and physician referrals, and that no effort will be made to obtain institutional or commercial advantage through the use of such transportation instructions.
- j. Participate in "Paramedic Meetings" that are scheduled on a quarterly basis (four times per year).
- k. Provide input to the City to assist in the development and review of policies and procedures that relate to providing Emergency Medical Services.
- l. Assist the City in planning and budgeting activities related to maintaining and enhancing the Emergency Medical Services provided to the community.
- m. The Medical Director agrees to maintain the confidentiality of all medical records and personally-identifiable information of patients in accordance with the provisions of HIPAA and shall ensure that said information is not disclosed or utilized except as necessary for the discharge of the Medical Director's responsibilities under this Agreement or for the rendering of medical treatment.

2. Services Provided By City. In the event that any information, data, surveys, reports, photographs, records and maps are available and useful for the provision of services by the Medical Director, the City shall promptly furnish copies of these materials upon request to the Medical Director for use during the contract period. The City designates the Fire Chief or a designee to act as its representative with respect to the services to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and provide decisions in a timely manner unless and until the Medical Director has been advised in writing by the City that such authority has been revoked. The City shall also:

- a. Meet all requirements mandated by Section 256.15, Wis. Stats., and Chapter DFS 110 of the Wisconsin Administrative Code, with respect to ambulance service providers. The City shall be responsible any discipline required of ambulance service providers.
- b. Provide the Medical Director with access to all medical records, including computerized medical records, data base of medical records and system operations as it pertains to the delivery of EMS for the City.
- c. Subject to approval of the Fire Chief, provide non-financial support for research activities dealing with pre-hospital emergency care conducted by the Medical Director.
- d. In conjunction with the Medical Director, develop and implement quality assurance measures and keep the City's EMS Plan current as required by Section 256.15, Wis. Stats.
- e. Comply with all requirements established by an EMS Operational Plan approved by the Wisconsin Department of Health & Social Services in the provision for Emergency on-line medical control.
- f. Provide adequate personnel to assist in paramedic education/training and review of EMS activities.

- 3. Compensation for Services.** The Medical Director shall be paid a fee of \$1,000.00 per month by the City as compensation for services provided as an independent contractor under the agreement.
- 4. Term of Agreement.** This Agreement shall be effective upon approval and execution by the Medical Director and the City for the period of February 1, 2015, through December 31, 2017, unless otherwise terminated as provided herein. This Agreement and all of its terms and conditions will be extended from year-to-year unless otherwise terminated as provided herein.
- 5. Insurance.** The Medical Director shall procure health care liability coverage as required by Section 256.12(7), Wis. Stats., and provide evidence of coverage to the City. Failure on the part of the Medical Director to procure or maintain policies providing the required coverage shall constitute a material breach of contract upon which City may immediately terminate this Agreement. The Medical Director shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance.
- 6. Termination.** Either party shall have the right to terminate this Agreement subject to the procedure specified in subparagraph 6.a, for any reason, by giving ninety (90) days advance written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred.
- a.** In the event either party should fail to fulfill in a timely and proper manner its obligation under this Agreement, the non-breaching party shall thereupon give written notice of said breach to the breaching party requiring that the breach be cured to the satisfaction of the non-breaching party within ten (10) days of their receipt of said notice. In the event that the breach is not cured, the non-breaching party shall thereafter have the right to terminate this Agreement by giving a thirty (30) day written notice to the breaching party of such termination and specifying the date of the termination.
 - b.** This Agreement shall be deemed terminated should the Medical Director be unwilling or unable to personally provide the services specified herein upon the date such determination is made by the City.
 - c.** The Medical Director shall perform no new or additional work after receipt of notice of termination without advance written permission of the City.
- 7. General Terms and Conditions.**
- a. Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the City.
 - b. Governing Law, Jurisdiction and Venue.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wisconsin. Venue for any civil action relating to this Agreement shall be in Waukesha County, Wisconsin. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
 - c. Compliance with Laws, Licenses and Permits.** The Medical Director shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. In addition, the Medical Director shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Medical Director's expense, unless specifically stated otherwise in this Agreement. The Medical Director shall make every reasonable effort to fully comply with all applicable Federal, State and local laws as well as rules and regulations governing emergency medical services.

This Agreement shall take effect once the authorized representative of each Party has signed and dated the document below.

City of Waukesha

Medical Director

By Shawn N. Reilly, Mayor

Date: _____

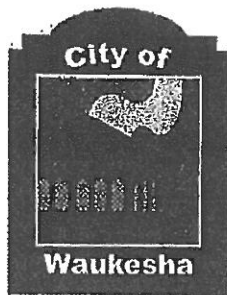
Mark Polentini
[print name] Mark S. Polentini - President
Date: 3/13/2015 Mark Polentini
MDSC

Gina Kozlik, City Clerk

To certify that funds are available to pay the City's obligations:

Richard L. Abbott, Finance Director

Date: _____



FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE: (262) 524-3649 FAX: (262) 524-3870

Steven Howard, Acting Chief
showard@ci.waukesha.wi.us

January 6, 2015

Mr. Joe Pieper, Chairman
Finance Committee
1011 W. Glenn Drive
Waukesha, WI 53188

**SUBJECT: APPROVAL OF THE CONTRACT BETWEEN THE CITY OF WAUKESHA
AND DR. MARK POLENTINI, M.D. SC FOR MEDICAL DIRECTOR SERVICES**

Dear Chairman Pieper:

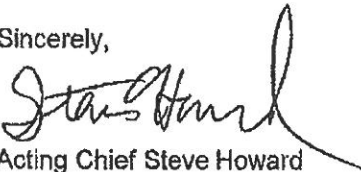
The Department is requesting approval from the Finance Committee and the Common Council to enter into a contract with Dr. Mark Polentini to provide services as Medical Director for the City of Waukesha Fire Department. In order to provide emergency medical services to the community, the Department must have a physician designated as our Medical Director in accordance with State administrative rules and regulations governing emergency medical services.

As part of the 2015 adopted budget, funds were included to compensate our Medical Director, who is an independent contractor. The proposed two-year contract establishes the responsibilities of both the Medical Director and the Fire Department, and provides compensation of \$1,000 per month for these services.

The attached contract was drafted and has been reviewed by Assistant City Attorney Julie Gay. Fire Department staff will be in attendance at the Finance Committee Meeting to answer any questions and provide additional information regarding this matter.

If you have any questions, please do not hesitate to contact me at (262) 524-3649.

Sincerely,



Acting Chief Steve Howard

attachment





City of Waukesha

City Hall,
201 Delafield Street
Waukesha, WI 53188

Meeting Agenda - Final Finance Committee

Tuesday, January 13, 2015

6:30 PM

Council Chambers, City Hall
Use lower level glass door.

1. Call To Order

2. Approval of Minutes

- A. ID#14-1651 Minutes for December 9, 2014

Attachments: fnmn141209 draft

3. Business Items

- A. ID#14-1793 Review and act on a request to recommend that Council approve the contract between the City of Waukesha and Dr. Mark Polentini, M.D. SC for medical director services and authorize the Mayor to sign it.

Sponsors: Fire Department

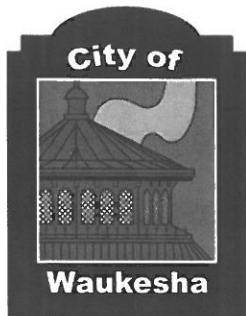
Attachments: Medical Director services 011315

4. Communications and Referrals:

5. Adjournment

"A majority of the Council members may be in attendance."

NOTICE: Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible or that materials at the meeting be in an accessible format, please contact the Finance Office 48 hours prior to the meeting at 524-3560, or by the Wisconsin Telecommunications Relay System so that arrangements may be made to accommodate the request.



3E

CITY OF WAUKESHA**Administration**

201 Delafield Street, Waukesha, WI 53188

Tel: 262.524.3701 fax: 262.524.3899

www.ci.waukesha.wi.us

Committee: Finance Committee	Date: 3/31/2015
Common Council Item Number: 14-1652	Date: 4/7/2015
Submitted By: Jennifer Andrews, Community Development Director	City Administrator Approval: Kevin Lahner, City Administrator KL
Finance Department Review: Rich Abbott, Finance Director RA	City Attorney's Office Review: Brian Running, City Attorney BER
Subject: Review and act on a Recommendation to modify Building Department Fees.	

Details:

This item seeks to update our Building Department Fee Schedule after an extensive analysis of our existing fee structure. The fee schedule has not been updated for nine years. Please review the detailed analysis and recommendation attached to this item.

Options & Alternatives:

There is a wide range of alternatives that could be adopted as it relates to building department fees. The Common Council could keep the same fee schedule that is currently in place. As indicated, this would keep the Waukesha building department fees below the market rate of our surrounding communities. Other adjustments to the fees could be made, increasing or decreasing some of the fees as indicated. The staff recommendation is based upon a review of area municipalities and the Building Inspectors Association of Southeast Wisconsin. The fees were reviewed as compared to neighboring communities, as well as communities that are similar in population and demographics.

Financial Remarks:

Please see attachment "Copy of Building Fee Structure Analysis for fiscal impact" for financial analysis regarding accounts 2310.43210 through 2310.43240. The building fee adjustments as proposed would increase revenue to the city by an average of about \$265,000.

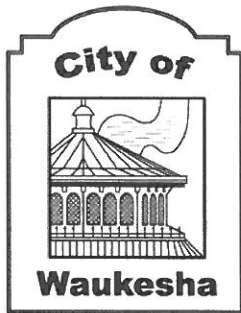
Executive Recommendation:

Recommend approval of the proposed Building Department Fee schedule as indicated on attachment "A".

Committee Recommendation:

Click here to enter text.





COMMUNITY DEVELOPMENT

201 DELAFIELD STREET
WAUKESHA, WISCONSIN 53188-3633
TELEPHONE 262/524-3750 FAX 262/524-3751

Jennifer Andrews, Director

jmandrew@ci.waukesha.wi.us

MEMO

To: Finance Committee, Common Council

From: Jennifer Andrews, Community Development Director

Date: March 9, 2015

Re: Building Fees

Please find attached my recommendation for the modification of the Building Inspection fee schedule. Attached documents include:

1. Chart showing our current fees, proposed fees and comparisons to the Building Inspectors Association of SE WI (BIASEW) recommended fees and 4 other communities in the SE WI area.
2. A demonstration of how the new fees would impact various types of projects as well as a comparison to 4 other communities is SE WI and the BIASEW.
3. An analysis of the potential impact to department revenues.

The building fees have not been updated since 2006 (9 years). The cost to operate the department has increased about \$225,000 in the last nine years and this adjustment to the fee schedule will help offset that increase in costs. You will see that the proposed fees fall in line with the recommended fee schedule published by the BIASEW and other communities in the region.

In addition, there is a recommendation to eliminate the following permits and associated fees:

1. Residential cabinetry
2. Residential residing
3. Residential window and door replacement
4. Occupancy permits for residential remodeling

The elimination of these permit requirements and associated fees will reduce the costs of making alterations to existing homes in the City and therefore be a financial benefit to homeowners.

I feel that the new schedule will provide revenue that more closely reflects the actual cost of conducting plan reviews and inspections while still keeping the City in line with other communities in the area in terms of fees. These costs should be the responsibility of the individuals consuming the services instead of the general taxpayer and these changes assist in accomplishing that.



ESTIMATED ADDITIONAL REVENUE GENERATED BY FEE MODIFICATIONS

Total Revenues by Permit Type (Current Fee Structure)

	Building Permit 2310.43210	Electrical Permit 2310.43220	Plumbing Permit 2310.43230	HVAC Permit 2310.43240	Total
2010	\$ 271,060	\$ 108,483	\$ 65,306	\$ 105,021	\$ 549,870
2011	\$ 378,213	\$ 102,636	\$ 59,025	\$ 95,373	\$ 635,247
2012	\$ 451,351	\$ 113,111	\$ 79,195	\$ 81,201	\$ 724,858
2013	\$ 383,013	\$ 103,050	\$ 82,746	\$ 83,716	\$ 652,525
2014	\$ 536,850	\$ 116,870	\$ 82,903	\$ 92,270	\$ 828,893
				<i>5 year average</i>	\$ 678,278.60

Estimates of Total Revenues by Permit Type (Proposed Fee Structure)

	Building Permit 2310.43210	Electrical Permit 2310.43220	Plumbing Permit 2310.43230	HVAC Permit 2310.43240	Estimated Total	\$ Increase
2010	\$ 376,773.40	\$ 167,063.82	\$ 86,856.98	\$ 133,376.67	\$ 764,070.87	\$ 214,200.87
2011	\$ 525,716.07	\$ 158,059.44	\$ 78,503.25	\$ 121,123.71	\$ 883,402.47	\$ 248,155.47
2012	\$ 627,377.89	\$ 174,190.94	\$ 105,329.35	\$ 103,125.27	\$ 1,010,023.45	\$ 285,165.45
2013	\$ 532,388.07	\$ 158,697.00	\$ 110,052.18	\$ 106,319.32	\$ 907,456.57	\$ 254,931.57
2014	\$ 746,221.50	\$ 179,979.80	\$ 110,260.99	\$ 117,182.90	\$ 1,153,645.19	\$ 324,752.19
				<i>5 year average</i>	\$ 943,719.71	\$ 265,441.11

PROPOSED BUILDING DEPARTMENT FEE MODIFICATIONS

Current		Proposed				Comparables				
Building Permit Fees		Building Permit Fees				BlASEW	New Berlin	Brookfield	Kenosha	Racine
Cabinetry/countertop replacement		\$90.00 min.			permit no longer required					
Residential re-siding		\$40.00 min.			permit no longer required					
Residential window/door replacement		\$40.00 min.			permit no longer required					
Residence, One and Two-Family Accessory Buildings and Garages		\$0.24/sf.			\$0.34/sf.	\$0.35/sf.	\$0.33/sf.	\$0.33/sf.	\$0.50/sf new or \$12.00/\$1,000 valu	\$0.45/sf.
Detached Garages		\$0.24/sf.	Per Sq. Ft. Plus \$40.00 Plan Review		\$0.28/sf.	\$0.28/sf.	\$0.27/sf.	\$0.27/sf.	\$60.00	\$0.45/sf.
Residence, Three-Family and Over		\$0.24/sf.			\$0.34/sf.	\$0.35/sf.	\$0.33/sf.	\$0.33/sf.	\$0.50/sf new or \$12.00/\$1,000 valu	\$0.45/sf.
Residence – additions and alterations		\$0.24/sf.			\$0.34/sf.	\$0.35/sf.	\$0.33/sf.	\$0.33/sf.	\$0.50/sf	Addition \$0.45/sf. Alt. \$14.00/\$1,000
Business, Institutional and Office, or additions thereto		\$0.24/sf.			\$0.32/sf.	\$0.33/sf.	\$0.31/sf.	\$0.31/sf.	\$12.00/1000sf	\$0.45/sf.
Manufacturing and Industrial Building, or additions thereto; office areas excluded		\$0.18/sf.			\$0.28/sf.	\$0.28/sf.	\$0.27/sf.	\$0.27/sf.	\$12.00/\$1,000 valu	\$0.35/sf.
All other buildings, structures, alterations, repairs, siding, swimming pools (where cubic contents cannot be calculated)		\$8.50	Per \$1,000 Valuation		\$11.50	\$11.75/\$1,000.00 valuation	\$11.25/\$1,000.00 valuation	\$11.50/\$1,000.00 valuation	\$120.00 min.	-
Footings and Foundation - Commercial - Residential		\$200.00 comm - \$150.00 res			\$260.00 comm - \$200.00 res	\$265.00 comm - \$200.00 res	\$255.00 comm - \$195.00 res	\$255.00 comm - \$155.00 res	\$240.00 comm - \$180.00 res	\$300.00
Garden/Tool Sheds, One-Story in Height, not over 200 sq. ft.		\$40.00			\$50.00	\$50.00	\$50.00	\$58.00	\$60.00	\$0.45/sf
Minimum Building Permit Fee		\$50.00			\$160.00	\$165.00	\$165.00	\$165.00	\$60.00	\$80.00
Decks		\$100.00			\$11.50 per \$1,000 valuation with a max fee of \$260	\$11.75 per \$1,000 valuation with a max fee of \$265	\$11.25 per \$1,000 valuation	\$12.00/1000sf	5% of valuation	\$80.00 min
Special Inspections					\$35.00	\$60.00	\$55.00	\$40.00	\$42.00	\$35.00
Wisconsin Uniform Building Seal		\$35.00								

Erosion Control		Erosion Control				BlASEW	New Berlin	Brookfield	Kenosha	Racine
a. Single-family residence b. Multi-family residence (2 units or more) c. Commercial, Industrial or Institutional buildings d. Subdiv Plats e. Minor land div f. Utilities		\$150.00 \$80.00 \$150.00 \$150.00 \$75.00 \$05	Per Lot Per Unit + \$1.50/Lot + \$10.00 Per Lot Per Foot		\$165.00	\$165.00	\$165.00	\$190.00	\$200.00 + \$5.00/1,000sf \$2,000.00 max	\$175.00
				plus \$5.00/1,000-sq-ft of disturbed lot area with a max fee of \$2120.00	\$195.00	\$195 + \$5.00/1,000 sqft of disturbed lot area w max\$2120.00	\$195 + \$5.00/1,000 sqft of disturbed lot area w max\$2120.00	\$240 + \$6.00/1,000 sqft of disturbed lot area w max\$2250.00	\$200.00 + \$5.00 /1,000sf. \$2,000.00 max.	\$300.00 + \$5,000/1,000sf. \$3,000.00 max.

Additional Fees		Additional Fees		BIASEW	New Berlin	Brookfield	Kenosha	Racine
Reinspection Fee	\$75.00	Reinspection Fee	\$75.00		\$50.00	\$62.00	\$72.00	
Awings, new or recovered	\$35.00	Awings, new or recovered	\$100.00				\$170.00	\$80.00
Moving of Buildings- Principal or Accessory	\$100.00	Moving of Buildings- Principal or Accessory	\$210.00	+ \$0.10 Per Sq. Ft.	\$215.00 + .10/sf	\$206.00 + .10/sf	\$120.00	\$300.00 + .15/sf
Wrecking buildings and structures	\$80.00	Wrecking buildings and structures	\$80.00	Plus \$0.10 per Sq. Ft. with \$2,000.00 max.	\$75.00 + .10/sf with \$775.00 max.	\$77.25 + .10/sf with \$775.00 max.	\$90.00+\$10.00/sf	Residential \$200.00 Comm. \$0.20/sf.
Request for zoning letter	\$100.00	Request for zoning letter	\$100.00		\$155.00	\$155.00		
Board of Building Appeals	\$75.00	Board of Building Appeals	\$100.00					\$250.00

Plan Examination		Plan Examination		BIASEW	New Berlin	Brookfield	Kenosha	Racine
<u>Residential</u>		<u>Residential</u>						
Residential - new construction	\$100.00	Residential - new construction 1-2 family	\$230.00	\$235.00	\$225.00	\$215.00	\$180.00	\$0.17/sf \$80.00 min.
Residential - alterations or repairs	\$50.00	Residential - alterations/repairs	\$50.00	\$50.00	\$50.00	\$102.00	\$60.00	\$0.17/sf \$80.00 min.
		Residential - addition	\$100.00	\$80.00	\$75.00	\$102.00	\$60.00	\$0.17/sf \$80.00 min.
		Residential - detached garage / accessory buildings	\$50.00	\$60.00	\$60.00	\$62.00	\$60.00	\$0.17/sf \$80.00 min.
		Residential - deck	\$50.00	\$50.00	\$35.00	\$36.00	\$60.00	\$0.17/sf \$80.00 min.
<u>Commercial building and HVAC</u>		<u>Commercial building and HVAC</u>						
Commercial - new construction, alterations, repairs	\$100.00	Commercial - state approved drawings	\$200.00	\$285.00	\$275.00		\$180.00	\$0.17/sf \$80.00 min.
Residential Multi-family - (3 family and above)	\$150.00	Residential Multi-family - (3 family and above)	\$200.00	\$285.00 + \$25/unit	\$275.00 + \$25/unit	\$252.00 + \$25/unit	\$180.00	\$0.17/sf \$80.00 min.
3 family and above		Commercial - alterations/repairs <250sf	\$150.00	\$285.00	\$275.00	\$268.00	\$180.00	\$0.17/sf \$80.00 min.
		Commercial - alterations/repairs 251-500sf	\$200.00	\$285.00	\$275.00	\$268.00	\$180.00	\$0.17/sf \$80.00 min.
		Commercial - new, alterations/repairs 501-2000sf	\$280.00	\$285.00	\$275.00	\$268.00	\$300.00	\$0.17/sf \$80.00 min.
		Commercial - new, alterations/repairs 2001-5000sf	\$350.00	\$285.00	\$275.00	\$268.00	\$420.00	\$0.17/sf \$80.00 min.
		Commercial - new, alterations/repairs 5001-7000sf	\$500.00	\$285.00	\$275.00	\$268.00	\$540.00	\$0.17/sf \$80.00 min.
		Commercial - *** min. new construction review fee***	\$280.00	\$285.00	\$275.00	\$268.00		\$0.17/sf \$80.00 min.
		Priority Plan Review	Double fees	Double fees	Double fees			

Occupancy Permit		Occupancy Permit		BIASEW	New Berlin	Brookfield	Kenosha	Racine
<u>Residential - alterations/repairs</u>		<u>Residential - alterations/repairs</u>						
	\$40.00	Residential - alterations/repairs	eliminated	\$50.00/unit	\$50.00/unit	\$52.00/unit	\$120.00	\$250.00
<u>Commercial - level 1-2 alterations</u>		<u>Commercial - level 1-2 alterations</u>						
	\$100.00	Commercial - new construction	\$50.00/unit	\$50.00/unit	\$195.00	\$150.00		\$250.00
		Commercial - level 1-2 alterations	eliminated	\$205.00	\$195.00	\$150.00	\$240.00	\$250.00
		Commercial - level 3 alterations, additions, new const.	\$200.00	\$205.00	\$195.00	\$150.00	\$240.00	\$250.00
		Commercial - change of occupancy classification	\$200.00	\$205.00	\$195.00	\$150.00	\$240.00	\$250.00
		Commercial - change of use	\$100.00	\$205.00	\$195.00	\$150.00	\$240.00	\$250.00
		Commercial - change of operator	\$50.00	\$205.00	\$195.00	\$150.00	\$240.00	\$250.00
		Temporary Occupancy	\$200.00	\$80.00	\$80.00		\$120.00 - \$600.00	\$150.00

HVAC Permits			HVAC Permits			BIASEW			New Berlin			Brookfield			Kenosha			Racine		
Gas, Oil or Alternative Fuel Furnace and Boiler	\$40.00 per unit - 1st 150,000 BTU	+ \$15.00 per each addl 50,000 BTU	Gas, Oil or Alternative Fuel Furnace and Boiler	\$50.00 per unit - 1st 150,000 BTU	+ \$17.00 per each addl 50,000 BTU. Max		\$50.00 per unit - 1st 150,000 BTU	+ \$17.00 / each + \$16.50 / each +	\$50.00 per unit - 1st 150,000 BTU	+ \$16.50 / each +	\$50.00 per unit - 1st 150,000 BTU	\$64.00 per unit - 1st 150,000 BTU	\$64.00 per unit - 1st 150,000 BTU	\$42.00	\$20.00/50,000 btu \$80.00 min.					
Air Conditioning, heat pumps, & split HVAC units, heating/cooling roof top units.	\$40.00 per unit - 1st 3 tons.		Air Conditioning, heat pumps, & split HVAC units, heating/cooling roof top units.	\$50.00 per unit - 1st 3 tons.	+ \$17.00 per each addl ton or 12,000 BTU. Max.		\$50.00 per unit - 1st 3 tons.	+ \$17.00 per each addl ton	\$50.00 per unit - 1st 3 tons.	+ \$16.50 per each addl ton	\$50.00 per unit - 1st 3 tons.	\$51.50 per unit - 1st 3 tons.	\$51.50 per unit - 1st 3 tons.	\$4.80/ton	\$20.00/50,000 btu \$80.00 min.					
Fireplace and wood burning stove	\$40.00 per unit		Fireplace and wood burning stove	\$50.00 per unit	\$800.00/unit		\$50.00 per unit		\$50.00 per unit		\$50.00 per unit	\$64.00 per unit	\$64.00 per unit	\$36.00/unit	\$10.00/ton \$80.00 min					
Commercial/Industrial exhaust hoods and exhaust systems	\$75.00 per unit		Commercial/Industrial exhaust hoods and exhaust systems	\$150.00 per unit			\$150.00 per unit		\$170.00/unit		\$160.00/unit	\$128.00/unit	\$128.00/unit	\$60.00	\$20.00/50,000 btu \$80.00 min.					
Heating and A/C distribution systems	\$1.50 per 100sf of conditioned space \$25.00 min		Heating and A/C distribution systems	\$1.90 per 100sf of conditioned space \$50.00 min.			\$1.90 per 100sf of conditioned space \$50.00 min.		\$1.90 per 100sf of conditioned space \$50.00 min.		\$1.85 per 100sf of conditioned space \$50.00 min.	\$1.75 per 100sf of conditioned space \$50.00 min.	\$1.75 per 100sf of conditioned space \$50.00 min.	\$60.00	\$0.5/sf min. \$80.00					

Electrical Permits		Electrical Permits		BIASEW		New Berlin		Brookfield		Kenosha		Racine	
Temporary electrical service	\$20.00		\$30.00	Temporary electrical service	\$30.00		\$40.00	\$40.00	\$40.00	\$90.00	\$90.00	\$50.00	
Outlets	\$0.60 ea.		\$1.00 ea.	Receptacles / Switches	\$1.00 ea.		\$0.70/ea.	\$1.10	\$1.10	\$0.51/ea.	\$0.51/ea.	2.00/ea.	
Signaling Systems - Fire Alarm	\$6.00		\$20.00	Signaling Systems - Fire Alarm	\$20.00		\$0.75/ea.	\$1.10	\$1.10	\$0.51/ea.	\$0.51/ea.	\$4.50/ea.	
Heat or smoke detectors, horns, bells, pull stations	\$0.60 ea.		\$1.00 ea.	Heat or smoke detectors, horns, bells, pull stations	\$1.00 ea.		\$0.75/ea.	\$1.10	\$1.10	\$0.51/ea.	\$0.51/ea.	\$4.50/ea.	
Fixtures - Incandescent, LED	\$0.60 ea.		\$1.00 ea.	Fixtures - Incandescent, LED	\$1.00 ea.		\$0.70/ea.	\$1.10	\$1.10	\$0.51/ea.	\$0.51/ea.	\$2.00/ea.	
Electric heating	\$0.50 per kw		\$5.00 ea. Min/unit	Electric heating	\$5.00 ea. Min/unit	+ \$0.50/kw	\$7.00/ea.	\$0.50/kw \$8.50 min	\$0.50/kw \$8.50 min	\$0.51/ea.	\$0.51/ea.	\$5.00/ea.	
Motors	\$0.75/hp		\$1.00/hp	Motors	\$1.00/hp		\$0.75/hp \$5.00 min	\$0.50/hp \$8.50 min	\$0.50/hp \$8.50 min	\$0.51/ea.	\$0.51/ea.	\$1.00/hp	
Area lt poles, footings for fixt or signs, post lanterns	\$6.00 ea.		\$10.00 ea.	Area lt poles, footings for fixt or signs, post lanterns	\$10.00 ea.		\$12.00/ea.	\$9.50/ea.	\$9.50/ea.	\$6.00/ea.	\$6.00/ea.	\$8.00/ea.	
Lamp signs and outline lighting	\$10.00 min		\$15.00 ea. Min	Lamp signs and outline lighting	\$15.00 ea. Min		\$19.00/ea.	\$12.00/ea.	\$12.00/ea.	\$6.00	\$6.00	\$2.00/ft.	
Busways	\$0.60 per ft.		\$1.00 per ft.	Busways	\$1.00 per ft.		\$0.75/ft.	\$1.10/ft.	\$1.10/ft.	\$36.00	\$36.00	\$2.00/ft.	
Fuel dispensing pumps	\$15.00 ea.		\$25.00 ea.	Fuel dispensing pumps including LP and CNG	\$25.00 ea.		\$20.00/ea.	\$21.50/ea.	\$21.50/ea.	\$75.00	\$75.00	\$18.00	
X-ray or radiation equip, motion picture machine	\$15.00 ea.		\$25.00 ea.	X-ray or radiation equip, motion picture machine	\$25.00 ea.		\$20.00/ea.	\$43.25/ea.	\$43.25/ea.	\$0.51/ea.	\$0.51/ea.	\$20.00/ea.	
Generators, Transformers	\$0.50/kw		\$0.50/kw	Generators, Transformers	\$0.50/kw		\$0.75/kw \$3.00 min	\$7.15/kw \$500 max	\$7.15/kw \$500 max	\$36.00/ea.	\$36.00/ea.	\$100.00	
Failure to call for inspection, install and final	\$50.00		\$75.00	Failure to call for inspection, install and final	\$75.00		\$60.00	\$64.25	\$64.25	\$72.00	\$72.00	\$60.00	
Min. permit fee	\$40.00		\$60.00	Min. permit fee	\$60.00		\$40.00	\$70.00	\$70.00	\$75 com - \$60 res	\$75 com - \$60 res	\$5.00/KW	
Photovoltaic Systems	not currently defined		\$50.00/inverter	Photovoltaic Systems	\$50.00/inverter		\$20.00/panel			not defined	not defined		
Replacement furnace	\$30.00		\$40.00	Replacement furnace	\$40.00		\$20.00	\$19.25	\$19.25	\$6.00	\$6.00		

Plumbing Permits		Plumbing Permits		BIASEW		New Berlin		Brookfield		Kenosha		Racine	
Min. permit fee	\$40.00		\$60.00	Min. permit fee	\$60.00		\$60.00	\$54.00	\$54.00	\$60.00	\$60.00	\$60.00	
Outside sewer (sanitary and/or storm)	\$40.00 - 1st 100 ft.	\$0.30 - each addl ft.	\$50.00 - 1st 100 ft.	Outside sewer (sanitary and/or storm)	\$50.00 - 1st 100 ft.	\$0.50 each addl ft.	\$60.00 + \$0.35/ft.	\$54.00 + \$0.43/ft.	\$54.00 + \$0.43/ft.	\$60.00 + \$0.24/ft.	\$60.00 + \$0.24/ft.	\$70.00 + \$0.70/ft.	
Inside sewer	\$30.00 - 1st 100 ft.	\$0.30 - each addl ft.	\$40.00 - 1st 100 ft.	Inside sewer	\$40.00 - 1st 100 ft.	\$0.50 each addl ft.	\$60.00 + \$0.35/ft.	\$54.00 + \$0.43/ft.	\$54.00 + \$0.43/ft.	\$60.00 + \$0.24/ft.	\$60.00 + \$0.24/ft.	\$70.00 + \$0.70/ft.	
Water service	\$40.00		\$50.00	Water service	\$50.00		\$60.00 + \$0.35/ft.	\$54.00 + \$0.43/ft.	\$54.00 + \$0.43/ft.	\$60.00 + \$0.24/ft.	\$60.00 + \$0.24/ft.	\$70.00 + \$0.70/ft.	
Cross connection inspection	\$30.00		\$40.00	Cross connection inspection	\$40.00		Min. permit fee	Min. permit fee	Min. permit fee	Min. permit fee	Min. permit fee	\$70.00	
Information call at location	\$30.00			Information call at location			Min. permit fee	Min. permit fee	Min. permit fee	Min. permit fee	Min. permit fee	Min. permit fee	

PROJECT COMPARISONS

750 sf. Basement									
Current					Comparisons				
Proposed									
Plan review fee	\$ 50.00	Plan review fee	\$ 50.00		BIASEW	New Berlin	Brookfield	Kenosha	Racine
Permit fee (750sf x .24)	\$ 180.00	Permit fee (750sf x .34)	\$ 255.00		Plan review fee	Plan review fee	Plan review fee	Plan review fee	Plan review fee (750sf x .17)
Occupancy fee	\$ 40.00	Occupancy fee	\$ -		Permit fee (750sf x .35)	Permit fee (750sf x .33)	Permit fee (750sf x .50)	Permit fee (750sf x .45)	Occupancy fee
Assessor fee	\$ 10.00	Assessor fee	\$ 10.00		Occupancy fee	Occupancy fee	Occupancy fee	Occupancy fee	Assessor fee (assumed)
Total	\$ 280.00	Total	\$ 315.00		Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Total
					Total	Total	Total	Total	
					\$ 320.00	\$ 307.50	\$ 505.00	\$ 505.00	\$ 475.00
					Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee
					\$ 35.00	\$ (7.50)	\$ 190.00	\$ 190.00	\$ 160.00
					Percentage fee increase	Percentage difference	Percentage difference	Percentage difference	Percentage difference
					12%	-2%	14%	60%	51%

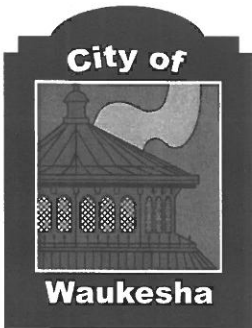
1,000 sf Residential Addition									
Current					Comparisons				
Proposed									
Plan review fee	\$ 50.00	Plan review fee	\$ 100.00		BIASEW	New Berlin	Brookfield	Kenosha	Racine
Permit fee (1,000sf x .24)	\$ 240.00	Permit fee (1,000sf x .34)	\$ 340.00		Plan review fee	Plan review fee	Plan review fee	Plan review fee	Plan review fee (1000sf x .17)
Occupancy fee	\$ 40.00	Occupancy fee	\$ -		Permit fee (1000sf x .35)	Permit fee (1000sf x .33)	Permit fee (1000sf x .50)	Permit fee (1000sf x .45)	Occupancy fee
Assessor fee	\$ 10.00	Assessor fee	\$ 10.00		Occupancy fee	Occupancy fee	Occupancy fee	Occupancy fee	Assessor fee (assumed)
Total	\$ 340.00	Total	\$ 450.00		Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Total
					Total	Total	Total	Total	
					\$ 490.00	\$ 420.00	\$ 570.00	\$ 570.00	\$ 630.00
					Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee
					\$ 40.00	\$ (30.00)	\$ 120.00	\$ 120.00	\$ 180.00
					Percentage fee increase	Percentage difference	Percentage difference	Percentage difference	Percentage difference
					32%	-6.67%	27%	40%	40%

3,000 sf New Single Family Home									
Current					Comparisons				
Proposed									
Plan review fee	\$ 100.00	Plan review fee	\$ 230.00		BIASEW	New Berlin	Brookfield	Kenosha	Racine
Permit fee (3,000sf x .24)	\$ 720.00	Permit fee (3,000sf x .34)	\$ 1,020.00		Plan review fee	Plan review fee	Plan review fee	Plan review fee	Plan review fee (3000sf x .17)
Occupancy fee	\$ 40.00	Occupancy fee	\$ 50.00		Permit fee (3000sf x .35)	Permit fee (3000sf x .33)	Permit fee (3000sf x .50)	Permit fee (3000sf x .45)	Occupancy fee
Assessor fee	\$ 150.00	Assessor fee	\$ 150.00		Occupancy fee	Occupancy fee	Occupancy fee	Occupancy fee	Assessor fee (assumed)
Total	\$ 1,010.00	Total	\$ 1,450.00		Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Total
					Total	Total	Total	Total	
					\$ 1,485.00	\$ 1,415.00	\$ 1,950.00	\$ 1,950.00	\$ 2,260.00
					Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee
					\$ 440.00	\$ (35.00)	\$ 500.00	\$ 500.00	\$ 810.00
					Percentage fee increase	Percentage difference	Percentage difference	Percentage difference	Percentage difference
					44%	-2%	34%	56%	56%

1,500 sf Commercial Alteration									
Current					Comparisons				
Proposed									
Plan review fee	\$ 100.00	Plan review fee	\$ 280.00		BIASEW	New Berlin	Brookfield	Kenosha	Racine
Permit fee (1,500sf x .24)	\$ 360.00	Permit fee (1,500sf x .32)	\$ 480.00		Plan review fee	Plan review fee	Plan review fee	Plan review fee	Plan review fee (1500sf x .17)
Occupancy fee	\$ 100.00	Occupancy fee	\$ -		Permit fee (1500sf x .33)	Permit fee (1500sf x .31)	Permit fee (1500sf x .50)	Permit fee (1500sf x .45)	Occupancy fee
Assessor fee	\$ 20.00	Assessor fee	\$ 20.00		Occupancy fee	Occupancy fee	Occupancy fee	Occupancy fee	Assessor fee (assumed)
Total	\$ 580.00	Total	\$ 780.00		Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Assessor fee (assumed)	Total
					Total	Total	Total	Total	
					\$ 1,005.00	\$ 955.00	\$ 920.00	\$ 920.00	\$ 950.00
					Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee	Excess of our proposed fee
					\$ 200.00	\$ 175.00	\$ 140.00	\$ 140.00	\$ 170.00
					Percentage fee increase	Percentage difference	Percentage difference	Percentage difference	Percentage difference
					34%	22%	18%	22%	22%

PROJECT COMPARISONS CONT'D

New 4,000sf commercial building									
Current					Proposed				
Plan review fee	\$ 100.00				Plan review fee	\$ 350.00			
Permit fee (4,000sf x .24)	\$ 960.00				Permit fee (4,000sf x .33)	\$ 1,280.00			
Occupancy fee	\$ 100.00				Occupancy fee	\$ 200.00			
Assessor fee	\$ 300.00				Assessor fee	\$ 300.00			
Total	\$ 1,460.00				Total	\$ 2,130.00			
Total fee increase					\$ 670.00				
Percentage fee increase					34%				
Comparisons									
BIASEW					New Berlin				
Plan review fee					Plan review fee	\$ 285.00			
Permit fee (4000sf x .33)					Permit fee (4000sf x .31)	\$ 1,320.00			
Occupancy fee					Occupancy fee	\$ 205.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 300.00			
Total					Total	\$ 2,110.00			
Difference from our proposed fee					\$ (20.00)				
Percentage difference					-0.94%				
Kenosha					Brookfield				
Plan review fee					Plan review	\$ 275.00			
Permit fee (4000sf x .45)					Permit fee (4000sf x .31)	\$ 1,240.00			
Occupancy fee					Occupancy fee	\$ 195.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 300.00			
Total					Total	\$ 2,010.00			
Difference from our proposed fee					\$ (120.00)				
Percentage difference					-6%				
Racine					Kenosha				
Plan review (4000sf x .17)					Plan review fee	\$ 420.00			
Permit fee (4000sf x .45)					Permit fee (200,000sf x .50)	\$ 100,000.00			
Occupancy fee					Occupancy fee	\$ 240.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 300.00			
Total					Total	\$ 2,960.00			
Excess of our proposed fee					\$ 830.00				
Percentage difference					39%				
New 200,000sf, 5 story, 200 unit apartment building									
Current					Proposed				
Plan review 150*10/unit	\$ 2,150.00				Plan review fee (\$200.00 +15/unit)	\$ 3,200.00			
Permit fee (200,000sf x .24)	\$ 48,000.00				Permit fee (200,000 x .34)	\$ 68,000.00			
Occupancy fee	\$ 100.00				Occupancy fee (\$50/unit(\$5000max)	\$ 5,000.00			
Assessor fee	\$ 6,000.00				Assessor fee	\$ 6,000.00			
Total	\$ 56,250.00				Total	\$ 82,200.00			
Total fee increase					\$ 25,950.00				
Percentage fee increase					46%				
Comparisons									
BIASEW					New Berlin				
Plan review fee (\$285.00 +25/unit)					Plan review (\$275.00 + 25/unit)	\$ 5,285.00			
Permit fee (200,000sf x .35)					Permit fee (200,000sf x .33)	\$ 70,000.00			
Occupancy fee (\$50.00/unit)					Occupancy fee (\$50.00/unit)	\$ 10,000.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 6,000.00			
Total					Total	\$ 91,285.00			
Excess of our proposed fee					\$ 9,085.00				
Percentage difference					11.05%				
Kenosha					Brookfield				
Plan review fee					Plan review (\$252.00 + 25/unit)	\$ 5,252.00			
Permit fee (200,000sf x .45)					Permit fee (200,000sf x .33)	\$ 66,000.00			
Occupancy fee					Occupancy fee (\$52.00/unit)	\$ 10,400.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 6,000.00			
Total					Total	\$ 87,652.00			
Excess of our proposed fee					\$ 5,452.00				
Percentage difference					7%				
Racine					Kenosha				
Plan review (200000sf x .17)					Plan review fee	\$ 1,340.00			
Permit fee (200,000sf x .45)					Permit fee (200,000sf x .45)	\$ 90,000.00			
Occupancy fee					Occupancy fee	\$ 250.00			
Assessor fee (assumed)					Assessor fee (assumed)	\$ 6,000.00			
Total					Total	\$ 98,590.00			
Excess of our proposed fee					\$ 34,960.00				
Percentage difference					43%				



3F

CITY OF WAUKESHA**Administration**

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

Committee: Finance	Date: 3/24/2015
Common Council Item Number: ID#15-2206	Date: 4/7/2015
Submitted By: Rich Abbott, Finance Director	City Administrator Approval: Kevin Lahner, City Administrator KML
Finance Department Review: Rich Abbott, Finance Director RA	City Attorney's Office Review: Brian Running, City Attorney BER
Subject: Review and Act on a recommendation to transfer \$2,044.06 from Fund 0205 Waukesha County Municipal Executives Fund to the General Fund (Org 1510 Finance/Admin) effective 12/31/14.	

Details:

The Waukesha County Municipal Executives (WCME) fund was created in the early 2000's as a cooperative effort for lobbying purposes. City, Village and County officials within Waukesha County agreed to cooperatively fund a lobbyist. The effort disbanded in the mid-2000's and a refund of leftover funds was returned to the participating municipalities. This money has remained stagnant in the Fund 0205 for the past nine years. I would recommend that these funds go back to the General Fund in the General City Admin revenue Org 1510.

Options & Alternatives:

Option 1 – Apply the funds back to the General fund to offset tax levy by transferring the funds to Org 1510. This is recommended by the Finance Director.

Option 2 -

The League of Wisconsin Municipalities is an organization that the City is a member of in which lobbying is done on behalf of all municipalities within the state. The Mayor's budget (Org 1310) pays that bill each year, so that could be considered an area to transfer the funds to.

Financial Remarks:

If approved as presented, there would be a close out of 0205.24400 account for \$2,044.06 and an increase in account 1510.48490 Miscellaneous Revenue which houses all miscellaneous City revenues.

Executive Recommendation:

The City Administrator recommends Option 1 for the transfer of funds and the close out of Fund 205.



Rich Abbott

From: Scott@ci.brookfield.wi.us
Sent: Tuesday, February 03, 2015 1:38 PM
To: Sarah Kitsembel
Cc: Rich Abbott
Subject: RE: WCME

Sarah has the story correct (as usual). Several communities in Waukesha County agreed to cooperatively fund a lobbyist. It was spearheaded by a group of mayors and village presidents or managers. It wasn't that effective and when belts started getting tighter people lost interest. Further, some of the leaders like Mayor Bloomberg had retired or were defeated. The last payment we made was in 2003. I'm not sure why you would have a special revenue fund, but I do recall we got some sort of refund of leftover money. I'm surprised my memory on this is clearer than Sarah's. :)

I personally would put the money in the general fund unless you have a good home for it.

Robert

From: Sarah Kitsembel <skitsembel@oconomowoc-wi.gov>
To: "'Rich Abbott'" <rabbott@ci.waukesha.wi.us>
Cc: "'Scott, Robert W.'" <scott@ci.brookfield.wi.us>
Date: 02/03/2015 01:33 PM
Subject: RE: WCME

Hi Rich-

Yes there was a local lobbying group WCME. That group disbanded some years back. Oconomowoc used to do the books for the group. Can't remember how we handled the termination of the group, if there was money left and we distributed to the member munis or if there was even any money left at all. That was a long time ago now J Not sure what the \$2,000 balance you have would have come from, possibly the termination?

I would think you could donate the money to an organization if you wanted.
That group no longer exists.

Thanks for the blast from the past J
Sarah

From: Rich Abbott [<mailto:rabbott@ci.waukesha.wi.us>]
Sent: Tuesday, February 03, 2015 1:21 PM
To: Scott, Robert W.; 'skitsembel@oconomowoc-wi.gov'
Subject: WCME

Robert/Sarah,

Do you recall an effort back in the 2002-2005 to meet as municipalities

in Waukesha County to lobby? We have a special revenue fund called Waukesha County Municipal Executives group (WCME). This fund only has \$2,044 in it and was told this might be donated funds. It has been stagnant since 2006. There is little record of the purpose of the fund.

Both of your municipalities were listed as being part of the group, so I thought I'd check. My intention is to donate this to an organization that is deserving, if I can't track down the purpose.

Thanks,

Rich Abbott
Finance Director
City of Waukesha

201 Delafield St - Room 111
Waukesha, WI 53188
Phone: 262.524.3560
Fax: 262-524-3555
www.ci.waukesha.wi.us

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Rich Abbott

From: Wendi Unger <Wendi.Unger@bakertilly.com>
Sent: Wednesday, February 04, 2015 9:25 AM
To: Rich Abbott
Subject: WCME

Hi,

I went through our files and I have nothing to better clarify that funds purpose. For the dollar amounts in there – and if it has really had no activity in 8 years – I would think you could close it.

Thank you and have a great day,

Wendi Unger, Partner
Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202
414 777 5423 (direct)
414 777 5555 (fax)
Wendi.Unger@Bakertilly.com, bakertilly.com



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WAUKESHA COUNTY MUNICIPAL EXECUTIVES

Carol J. Lombardi, Chair
City of Waukesha, Mayor

Paul Craig, Mayor
City of Delafield

Rich Rechlicz, President
Village of Menomonee Falls

Neil Palmer, President
Village of Elm Grove

Michael Knapp, President
Village of Sussex

David Lainerand, President
Village of Hartland

Scott Klein, Mayor
City of Pewaukee

Charles Damaske, Mayor
City of Muskego

Jeff Speaker, Mayor
City of Brookfield

Jack Chiovatero, Mayor
City of New Berlin

Brian Hense
Village of Big Bend

Maury Sullivan, Mayor
City of Oconomowoc

Chuck Nichols
Village of Pewaukee

March 16, 2006

Representative Scott Jensen
P.O. Box 8952, 321 East
Madison, WI 53707

Dear Representative Jensen:

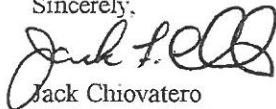
The voices of Waukesha County local government officials, as listed on our letterhead, would humbly request your reconsideration of the endorsement/sponsorship of the Taxpayer Protection Amendment (TPA) that is anticipated to be presented to your governing body in the month of April 2006. To re-iterate what you have heard from our group, the detrimental affect that this legislation would create is presented:

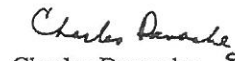
- Job growth in WI will be curtailed as industry will not come into our state if there's no guarantee local governments can preserve infrastructure cost needs/police/fire protection. Long term positive growth for economic/educational development needs ability to know capital costs/service costs for attractive jobs and housing is needed. Less property tax base for us means less sales and income tax revenue for the state.
- Citizens live in local communities and local elected representatives are the ones who should determine their budget needs/levy. Not have state cap legislation.
- Revenue cap adversely affects local budgets/services
- Proposal does not apply to Town Governments
- What is the rationale for the amendment? Less local services equals lower property values. State citizens will be the biggest losers as home ownership is the greatest asset we can give. Skilled work force will depart WI and quality of life will also depart.

This request is made in an attempt to have the governing voices of the legislator and local official walking together united and not divided.

Three other pieces of legislation that are coming before your body that we would ask your support on are AB 268 allowing public employees to compete to find more cost-effective ways to perform the work in order to keep that work, in those circumstances where local government has found a do the work at lower cost, without using public employees. AB 857 linking public-employee contracts to the ability to pay, and AB146 increasing the competitive bidding threshold on municipal construction contracts from \$15,000 to \$25,000.

Sincerely,


Jack Chiovatero
WCME Co-Chair


Charles Damaske
WCME Co-Chair

WCME/TABOR Reconsideration

#442

From: Carol Lombardi
To: Mark Slocomb
Date: 3/24/2005 2:09:02 PM
Subject: Re: FW: Information from the Wisconsin Ethics Board

Thanks for update. I'm asking Carol to hardcopy to put in our WCME file. Good luck and happy Easter.

>>> "Mark Slocomb" <mslocomb@ci.muskego.wi.us> 3/24/2005 1:32:06 PM >>>

In conjunction with our (WCME) membership with the Wisconsin Ethics Board I have set up my computer to automatically forward all received emails no matter what the content. I suspect that the below message may have generated a few questions on our status and our legal ability to lobby on behalf of respective communities and as the WCME.

The requirement to register and provide semi-annual reporting applies to organizations that employ paid lobbyists. As we have discontinued our relationship with any lobbying organization we no longer need to register. As elected or appointed officials we are exempt from the registration requirement either singly or as a group (WCME). The statutory references are 13.621(3) and 13.62(11)(m). Should any community or the WCME decide to again acquire the services of a paid lobbyist, either on a contract basis or by an in-house staff position, registration would be required. *

Regardless of registration, the daily Focus emails will continue as this is a subscription based service. The \$95.00 fee for this service is paid out of my office subscription account. *

If you have any further questions on any of the above, please email or call.

Thank you and Think Spring,

Mark
262-679-5675

-----Original Message-----

From: ethics@ethics.state.wi.us [mailto:ethics@ethics.state.wi.us]
Sent: Thursday, March 24, 2005 9:18 AM
To: Mark Slocomb
Subject: Information from the Wisconsin Ethics Board

Our records show that your organization was registered to lobby during the 2003-2004 legislative session. Your organization's registration as a lobbying organization, authorization for licensed lobbyists to lobby on your behalf, and your lobbyists' licenses expired on December 31, 2004.

If your organization intends to lobby during the 2005-2006 legislative session, your organization may need to be registered and to authorize a licensed lobbyist to lobby on your behalf.

The Ethics Board has created a series of guidelines to assist you in determining if your organization needs to be registered as a lobbying organization. The following link will take you to these guidelines and

all necessary forms to get your organization registered and authorized
and for your lobbyists to be licensed.

<http://ethics.state.wi.us/LobbyingRegistrationReports/HowToRegister.htm>

The Ethics Board's staff is available to answer any questions you may
have concerning Wisconsin's lobbying law.

Sincerely,

Erik Hayko
Lobbying Administrator
Wisconsin Ethics Board
erik.hayko@ethics.state.wi.us
(608) 266-8175
fax (608) 264-9319

CC: Carol Capes