



CITY OF WAWATOSA

FINANCIAL AFFAIRS COMMITTEE

AGENDA • JULY 11, 2017

Regular Meeting

Committee Room #2

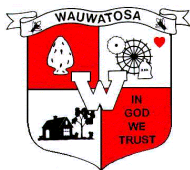
7:30 PM

7725 West North Avenue, Wauwatosa, WI 53213

FINANCIAL AFFAIRS COMMITTEE ITEMS

1. Request by the City Engineer for approval of a professional services agreement with Graef/Symbiont for design services related to Milwaukee Avenue Phase 2 Utilities
2. Memo from the City Engineer requesting approval of a State/Municipal Agreement with the Wisconsin Department of Transportation for sanitary sewer reconstruction associated with USH 45/I-41 between Swan Boulevard and Burleigh Street
3. Memo from the Asst. Planner recommending approval of 2017 Community Development Block Grant Program Funding Levels.
4. Memo from the Public Works Director requesting authorization under 3.20.040 4. of the Wauwatosa Municipal Code for emergency purchase of Supervisory Control and Data Acquisition (SCADA) software and hardware for water division operations, approve a fund transfer, and approve a contract
5. 2018 budget issue: Memo from the Asst. Fire Chief regarding changes to ambulance rates and process

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, must contact the City Clerk at voice telephone 479-8917 or TTY 471-8484 (City Hall, 7725 W. North Avenue, Wauwatosa, Wisconsin 53213) for accommodations. Requests for accommodations for meetings should be made at least three (3) business days prior to the meeting. Every effort will be made to arrange accommodations for all meetings; so please give the City Clerk as much advance notice as possible.

CITY OF WAUWATOSA
MEMO

To: **Financial Affairs Committee**

From: **William Wehrley**

Date: **July 07, 2017**

Subject: **Request by the City Engineer for approval of a professional services agreement with Graef/Symbiont for design services related to Milwaukee Avenue Phase 2 Utilities**

A. Issue

Authorize staff to enter into a professional services agreement with Graef/Symbiont for design of the utilities associated with Project 3006, City Hall South Utility Improvements.

B. Background

CIP Project 3006, City Hall South Utilities, is planned to be constructed in three phases. Phase 1 was the Milwaukee Avenue paving and utilities which was completed in 2015. Phase 2 is utilities improvements in the neighborhood north of Milwaukee Avenue along Underwood Avenue, Phase 3 is utility improvements on 83rd Street. Construction of Phase 2 is currently shown in the CIP for 2018. The CIP had anticipated that this design would be undertaken in 2017 by City staff. Due to staff's current work load, we are unable to complete the design in time to have construction in 2018. In order to keep construction on schedule, we would like to assemble the same design team as Phase 1 which consisted of the consulting firms of Graef, Symbiont, Brown and Caldwell, along with City engineering staff. The consultant team will design approximately 2 miles of sanitary, storm, and water main. City staff will design the streets, sidewalks, and street lighting. The consultant team has sufficient staff available in order to complete designs for construction to occur in 2018.

C. Options

1. Approve authorizing staff to enter into a professional services contract with Graef/Symbiont for design services associated with 2018 construction.
2. Issue a request for proposals for designs and delay construction until 2019.

D. Strategic Plan (Area of Focus)

This project falls under the category of Well Maintained Infrastructure as it is replacing existing infrastructure.

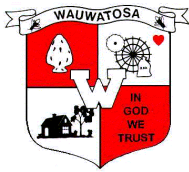
E. Fiscal Impact

Construction of the utilities portion of Phase 2 is estimated to cost \$5 million. Professional services for the utility design are estimated to be between \$350,000 and \$425,000.

F. Recommended Action

Authorize staff to enter into a professional services agreement with Graef/Symbiont in an amount up to \$425,000 associated with utility designs for Project 3006.

CITY OF WAUWATOSA
MEMO



To: **Financial Affairs Committee**

From: **William Wehrley**

Date: **July 07, 2017**

Subject: **Memo from the City Engineer requesting approval of a State/Municipal Agreement with the Wisconsin Department of Transportation for sanitary sewer reconstruction associated with USH 45/I-41 between Swan Boulevard and Burleigh Street**

A. Issue

Approval of a State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for the reconstruction of City of Wauwatosa sanitary sewers associated with highway reconstruction.

B. Background

The reconstruction of USH45/I-41 has caused the relocation of several City of Wauwatosa sanitary sewers. These sanitary sewers are anticipated to be relocated as part of the WisDOT freeway construction contract. The WisDOT has prepared the attached State/Municipal Agreement which outlines which work the State of Wisconsin will pay for and which work the City of Wauwatosa will pay for. There will be another SMA for water costs.

C. Options

1. Reconstruct the sewers as part of the WisDOT's freeway construction contract with the WisDOT paying 90% of the eligible costs.
2. Reconstruct the sewers at 100% City costs utilizing a City construction contract.

D. Strategic Plan (Area of Focus)

This project falls underneath the category of "well maintained infrastructure" as it replaces existing City Infrastructure.

E. Fiscal Impact

The SMA has an estimated freeway reconstruction project cost of approximately \$173 million. Of that amount approximately \$1.3 million is the estimated cost for sanitary sewer work. Of that \$1.3 million, the City of Wauwatosa's cost share is approximately \$332,000 with the balance being paid by the WisDOT. These numbers are only estimates. Actual costs will be dependent upon final construction costs. Funding for this work is already included in the current CIP under project 1105.

E. Recommendation

Authorize staff to execute the attached State/Municipal Agreement with the Wisconsin Department of Transportation for sanitary sewer work.



**1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supercedes the agreement signed by the Municipality on May 14, 2015 and signed by DOT on May 26, 2015.

Revised Date: June 27 2017

Date: May 7, 2015

I.D.: 1060-33-84

Road Name: USH 45

Limits: Swan Blvd to Burleigh St

County: Milwaukee

Roadway Length: 2.03 Miles

The signatory City of Wauwatosa, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 22,578,660	\$ 22,578,660	100%	\$ -	0%
Construction:					
Participating	\$ 148,959,400	\$ 148,959,400	100%	\$ -	0%
CSS ¹	\$ 250,000	\$ 250,000	100%		0%
Sanitary Sewer	\$ 1,090,000	\$ 981,000	90%	\$ 109,000	10%
Non Participating	\$ 225,000		0%	\$ 225,000	100%
Total Cost Distribution	\$ 173,103,060	\$ 172,769,060		\$ 334,000	

* See Item 9 Basis for local participation in Terms and Conditions

¹ CSS is included in this project because the original agreement for this project, which included a commitment to CSS, was signed by the municipality on 5/14/2015. This CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55, CSS costs are allowed on this project.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)		
Name	Title Mayor	Date
Kathleen Ehley		
Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)		
Name	Title City Clerk	Date
Carla Ledesma		
Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)		
Name	Title Finance Director	Date
John Ruggini		
Signed for and in behalf of the City of Wauwatosa (please sign in blue ink) Approved as to form and execution		
Name	Title City Attorney	Date
Alan Kesner		
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date
Tony Barth		

Attachment: SMA for item USH 45 (5167 : WisDOT SMA I-41/USH 45, Swan to Burleigh)

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

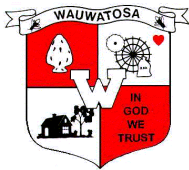
- (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The

Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

- (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for construction of standard roadway items – 100% State.
 - (b) Funding for utilities 90% State, 10% Municipal, per chapter 84.295, State Statute
 - (c) Funding for Community Sensitive Solutions (CSS) – 100% State. The funding is to be used for enhancement features along the project limits, specific to the Municipality is the fencing at Wauwatosa West High School. CSS maximum approved with signed SMA dated May 26 2015.
 - (d) Funding for non-participating items 100% Municipality.

[END]

CITY OF WAUWATOSA
MEMO



To: **Financial Affairs Committee**

From: **Amy Bennett**

Date: **July 06, 2017**

Subject: **Memo from the Asst. Planner recommending approval of 2017 Community Development Block Grant Program Funding Levels.**

A. Issue

Review and approval of 2017 Community Development Block Grant (CDBG) requests.

B. Background/Options

The CDBG Committee met in October, 2016 to review project requests and set funding levels for the City's 2017 CDBG program year. The initial funding approval was based upon an estimated \$880,000 grant amount for 2017, which is slightly less than the City's 2016 grant award.

HUD divides CDBG grants into three categories: Administration/Planning, Public Services, and Public Facilities/Economic Development. Per HUD's regulations, funding for Administration/Planning is limited to 20% of the total grant award and funding for Public Services is limited to 15% of the grant award. There is no funding cap for the Public Facilities category.

The City recently received notice of the 2017 CDBG grant award of \$882,995 from HUD. Given the funding requests received and HUD's spending cap regulations, there is a \$599 Administration increase, a \$449 increase in the Public Services Category, as well as a \$1,947 increase from requests in the Public Facilities Category.

The CDBG Committee's recommendations with a proportional increase to account for the \$2,995 difference for 2017 CDBG funding levels are as follows:

In the Administration category (page 1 of attached table), the General Administration and Fair Housing requests were funded to meet the 20% spending cap, while maximizing the allocation to program administration.

In the Public Service category (page 2 & 3 of attached table), the CDBG Committee fully funded requests from all organizations with the \$585 difference to meet the 15% cap divided between the Food Pantry and Tosa Cares. Subsequently, the \$449 increase to Public Services from HUD's increased allocation was proportionally split among the groups.

The CDBG Committee needed to reduce \$490,611 overall in the Public Facilities category to meet the estimated grant award (page 4 & 5 of attached table program requests), The CDBG Committee decided to make the bulk of the reduction to the Lutheran Home and Luther Manor as a result of the overall amount funds allocated to their projects over the

past three years. A \$10,000 reduction was made to WWBIC and distributed to Life Navigators and Community First.

Attached you will find a complete breakdown of the 2017 funding requests along with a brief project summary, and the Committee's recommendation for 2017 grant funding. These project requests and their ultimate funding level will be included in the application to HUD for 2017 block grant funds.

C. Strategic Plan (Area of Focus) - Property Value

A task of the strategic plan under the property value goal is to implement housing study recommendations. One of the 2016 housing study recommendations is to "maximize use of available resources to address housing needs". Generally, the goal of the federal Community Development Block Grant (CDBG) program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities for low- and moderate-income persons.

D. Fiscal Impact

There is no direct impact on the City budget as a result of CDBG funding.

E. Recommendation

Approval of 2017 CDBG funding levels with final approval given by the Common Council.

City of Wauwatosa 2017 CDBG Program
Estimated Amount of 2017 CDBG Funds: \$882,995

ADMINISTRATION & PLANNING - \$176,599 maximum due to a 20% spending cap in this category

	2016 Funding Level	2017 Request	2017 Recommendation
Project Name: Program Administration	\$ 144,000	\$ 142,000	\$ 142,599
Description:	Provides for all costs associated with the administration of the Community Development Block Grant Program. Costs associated with the CDBG program include salaries and fringe benefits, supplies, mailing, and travel expenses. Planning Studies are also funded from these monies.		
Project Name: Metropolitan Milwaukee Fair Housing Council	\$ 33,000	\$ 34,650	\$ 34,000
Description:	The Metropolitan Milwaukee Fair Housing Council is funded by CDBG money to provide fair housing opportunities through its Fair Housing Project (FHP). The FHP is designed to further fair housing and eliminate unfair and illegal discrimination in the sale, renting, financing or insuring of housing. To this end, the fair housing council provides fair housing information, counseling and investigative services and research and technical assistance. The fair housing component is a HUD requirement for each grant year.		
Total Administrative & Planning Requests		\$ 176,650	\$ 176,599
Administrative & Planning Allowed Allotment (Based upon a \$882,995 grant award)			\$ 176,599

PUBLIC SERVICES - \$132,449 maximum due to a 15% spending cap in this category

	2016 Funding Level	2017 Request	2017 Recommendation
Project Name: Hart Park Senior Center	\$ 84,415	\$ 84,415	\$ 84,702
<p>Description: The City contracts with the Wauwatosa School District Recreation Department to manage activities and other programs for the senior center at Hart Park. Operation costs include program staff salaries and benefits, equipment and supplies, and publicity/promotion.</p> <p>CDBG funding for a senior center is based upon 51% or more of its users being low or moderate income based on levels established by HUD. Senior center programs comprise about 65% of the entire public service category.</p>			
Project Name: Common Ground/Elena's House	\$ 12,000	\$ 15,000	\$ 15,051
<p>Description: Common Ground/Elena's House is a non-profit organization that provides housing for low income persons living with HIV/AIDS in addition to a variety of social and educational services. Elena's House serves approximately 30 persons each year; funds are for operating and staff costs.</p>			
Project Name: Tosa Cares	\$ 5,500	\$ 6,000	\$ 6,314
<p>Description: Tosa Cares provides food and assistance to families in need and conducts several service projects a year to collect and distribute materials such as food supplies, hygiene products and clothing. Funds are used to purchase food and supplies that go directly to families in need. Other than these funds, they rely totally on donations and the program is all volunteer run.</p>			

PUBLIC SERVICES - \$132,449 maximum due to a 15% spending cap in this category

	2016 Funding Level	2017 Request	2017 Recommendation
Project Name: Interfaith Older Adult Programs	\$ 12,700	\$ 20,000	\$ 20,068
Description:	The chief aim of the Interfaith program is to help older adults live in their homes safely for as long as possible. The interfaith program use volunteers to provide, without charge, day-to-day services such as informational referrals, transportation assistance, home visits and minor home repairs. The funds are requested to cover staff salaries.		
Project Name: Tosa Community Food Pantry	\$ 5,500	\$ 6,000	\$ 6,314
Description:	The food pantry is affiliated with the Hunger Task Force and serves persons living in Wauwatosa zip-codes. Users of the food pantry provide basic information such as name, address and income levels, and are able to select food items in an amount based upon their family size and may visit the pantry on a monthly basis. CDBG funds are used to purchase needed food supplies to supplement donations, particularly in summer months when donations are traditionally light.		
Total Public Services Requests		\$ 131,415	\$ 132,449
Public Service Allotment Allowed (Based upon a \$882,995 grant award)			\$ 132,449

LMI Public Facilities, Econ. Development. & Rehab

	2016 Funding Level	2017 Request	2017 Recommendation
Project Name: Wisconsin Women's Business Initiative Corporation (WWBIC)	\$ 45,000	\$ 45,000	\$ 30,102
Description:	WWBIC provides one-on-one technical assistance and business education classes to for-profit businesses to foster small or micro-business start ups and expansions.		
Project Name: Life Navigators	\$ 12,700	\$ 65,000	\$ 44,190
Description:	Provide funds to operate LF's Self Advocacy and Independence Program at 7302 W. Center St, which assists individuals with developmental disabilities and their families in securing the support and resources necessary to live safely and as independently as possible. Grant funding will pay for building improvements.		
Project Name: Community First		\$ 155,960	\$ 156,492
Description:	Community first uses funds to rehabilitate homes occupied by low-moderate income households. Priorities for assistance include code violations, health/safety hazards, accessibility modifications, security improvements, and structural repairs. (\$150,000 in 2015)		
Project Name: Milwaukee Hellenic Elderly Housing Corp - Greek Orthodox Manor	\$ 55,000	\$ 69,000	\$ 50,170
Description:	The Greek Orthodox Manor is a 34-unit subsidized residential facility for low-income seniors and the physically disabled. CDBG funds would be used to repair unsafe sidewalks at building entrances as well as install security cameras to improve resident safety. Mainly funds will be used to start repairing leaky water riser pipes that serve the apartments.		
Project Name: Lutheran Home	\$ 325,616	\$ 301,500	\$ 110,374
Description:	The Lutheran Home provides residential care for elderly and frail individuals who have experienced a substantial physical or mental decline and cannot safely live on their own, regardless of their ability to pay. The Lutheran Home is requesting funds to install new direct digital controls to improve the energy efficiency of the HVAC system and reduce repair costs.		
Project Name: Luther Manor	\$ 150,000	\$ 428,098	\$ 182,619
Description:	Luther Manor is a Continuing Care Retirement Community offering life-long , comprehensive housing care and services for older adults. Funds would be used to upgrade the facility's floors and walls with antimicrobial surfaces to reduce the risk of infection.		

Total LMI Public Facilities, Econ. Development. & Rehab		\$ 1,064,558	\$ 573,947
Total CDBG Requests for PY 2017			\$ 882,995

City of Wauwatosa Community Development Block Grant Committee

Meeting Minutes
November 9th, 2016
Wauwatosa City Hall, Committee Room #1

Present: Ald. Causier, Fran McLaughlin, Jose Vasquez, Linda Ertel.

Absent: Michael Yamat, Ellyn Steinke, Daniel Werlein

Also Present: Jen Ferguson (staff)

- I. The meeting was called to order at 6:00 PM and the public hearing regarding CDBG funding needs and priorities for the PY 2017 was opened for public comment.
- II. Public Hearing.

The following individuals attended the meeting and spoke on behalf of the organizations requesting 2017 CDBG funding:

- *Vicki Spataro Wachniak – Life Navigators*
Ms. Wachniak commented that Life Navigators provides approximately 2,000 families with an alternative service to state-run centers so that individuals with disabilities can lead healthy, active lives. CDBG funds will provide assistance for a new roof on their existing building to maintain a safe operating space.
- *Lamont Davis – Community First*
Community First conducts single-family home rehab projects including accessibility modifications and code compliance upgrades to maintain safe, quality home assets. Using independent contractors, repairs are performed for LMI homeowners.
- *Amy Dedow - Greater Tosa Interfaith*
Ms. Dedow informed the committee that CDBG funding is needed to cover the salary of the one paid staff person that operates the program, along with minor operational costs for the services Interfaith provides. Interfaith provides needed services for seniors that include things like home maintenance, transportation and social visits.
- *Heidi Mayer – Lutheran Home*
Ms. Mayer mentioned that CDBG funding for hvac digital control system upgrades to improve energy efficiency. CDBG funding assistance allows The Lutheran Home to provide additional philanthropy to provide care for more clients.
- *Mary Ellen Huwiler– Elena’s House (letter)*

Ms. Huwiler stated that Elena's House provides transitional and end of life housing from people with HIV/AIDS and helps with jobs, education, and social programs; CDBG funds are a critical part of staffing the organization.

- *Sherry Swenson – Luther Manor*
Funds are needed to install a new, custom flooring system that provides infection control, the greatest threat their long-term nursing care facility faces. Fighting infection puts a strain on the budget and reducing contributors is a top priority for the health and well-being of client.
- *Tom Ertl – Tosa Cares*
Tosa Cares identifies families in need of help social workers, schools, churches and fire/police and provides gap services such as emergency food and clothing supplies to families and individuals, feeding over 3,000 people during 7 annual distributions. Tosa Cares is a volunteer run organization that, with the exception of supplemental food purchases, relies totally on donations.
- *Mary Hamill - Tosa Community Food Pantry*
Ms. Hamill stated that the food pantry needs and relies on CDBG funds to purchase food when there is a donation shortfall. They have and continue to experience increased demand for emergency food services as tough economic times continue.
- *Tom Rotter – Greek Orthodox Manor*
Greek Manor relies on CDBG funds to keep the housing facility for LMI senior and disabled residents, constructed in 1983, modern and safe for all residents. As an older facility without much investment until the granting of CDBG funds, accessibility modifications, efficiency upgrades and safety systems will be made.

III. With no more persons wishing to speak the public hearing was closed and the meeting adjourned at 6:40 PM.



**CITY OF WAUWATOSA
DEVELOPMENT DEPARTMENT**

7725 W. North Avenue
Wauwatosa, Wisconsin 53213
Telephone: (414) 479-8957
Fax: (414) 471-8414

City of Wauwatosa Community Development Block Grant Committee

Meeting Minutes
November 9th, 2016
Wauwatosa City Hall, Committee Room #1

Present: Ald. Causier, Fran McLaughlin, Jose Vasquez, Linda Ertel.

Absent: Michael Yamat, Ellyn Steinke, Daniel Werlein

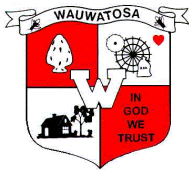
Also Present: Jen Ferguson (staff)

1. Committee Recommendations for 2017 CDBG Program Year (refer to PY 2017 Proposed Projects – Requests Summary spreadsheet):
 - Planning & Administration:
Keep funding levels as recommended.
 - Public Service Programs:
Divide the unallocated funds to reach the 15% cap between the Food Pantry and Tosa Cares (add \$292 to each program).
 - Public Facilities, Economic Development, & Rehabilitation:
Reduce WWBIC allocation by \$10,000; add \$4,040 to Life Navigators and \$5,960 to Community First.

Motion by Mr. Vasquez, second by Ms. McLaughlin to approve the funding level recommendations as revised. Approved – 4-0.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, must contact the City Clerk at voice telephone 479-8917 or TTY 471-8484 (City Hall, 7725 W. North Avenue, Wauwatosa, Wisconsin 53213) for accommodations. Requests for accommodations for meetings should be made at least three (3) business days prior to the meeting. Every effort will be made to arrange accommodations for all meetings, so please give the City Clerk as much advance notice as possible.

CITY OF WAUWATOSA
MEMO



To: **Financial Affairs Committee**

From: **David Simpson**

Date: **July 07, 2017**

Subject: **Memo from the Public Works Director requesting authorization under 3.20.040 4. of the Wauwatosa Municipal Code for emergency purchase of Supervisory Control and Data Acquisition (SCADA) software and hardware for water division operations, approve a fund transfer, and approve a contract**

A. Issue

The Department of Public Works Water Division utilizes a Supervisory Control and Data Acquisition (SCADA) system to monitor and control operation of the City's water system. The SCADA system was budgeted for an overhaul in 2018, however, the Water Division would like to complete the upgrade now at a much less expensive price in order to begin running the water system more reliably, efficiently, and productively. This is proactive approach is also due to some recent failures of the SCADA computers that could turn into a larger issue going forward.

This memo was originally written with the intention of waiting until all approvals were gained prior to any work commencing, however, on and around July 4th over a dozen computer crashes were experienced on the main and backup SCADA computers. The Water Division was forced to complete an emergency contract to move forward in advance of approvals in order to continue to monitor and operate the system.

B. Background/Options

The Department of Public Works Water Division purchased their current Supervisory Control and Data Acquisition (SCADA) system in 2007. The system's telemetry automatically monitors and controls the operation of the water system's remote facilities including all water supply metering locations, water pumping stations, and water storage facilities. The proposal includes the replacement of an aging and possibly failing central SCADA computer as well as updating how the system is controlled and monitored. Currently, during off hours and emergencies, Water Division Staff "dial in" to the system using a home landline that is unreliable and antiquated. With the upgrade, staff will have the ability to monitor and control the system wherever an internet signal is available. This will increase efficiency, productivity, and reliability as monitoring/controlling can be done from any internet device such as a "smartphone".

The SCADA system that the Water Department currently utilizes was purchased in 2007 and at that time proposals were also obtained from other manufactures that would provide similar services. At that time proposals were submitted from four other manufactures and Energenecs, formerly Kamp/Synergy, was the lowest cost. Since that time staff has been extensively trained to utilize the proprietary software that Energenecs has developed and honed internally. Arguably, too, Energenecs knowledge of our system is proprietary, anyone else would need to complete a thorough assessment but only over time will get to know our system at the level Energenecs does. Given all these facts the Water Division is requesting post action approval of an emergency purchase under 3.20.040 4. of the Wauwatosa Municipal Code, approve a fund transfer, and approve a contract (attached) for the purchase of a SCADA Computer and Software

Upgrade from Energenecs of Saukville, Wisconsin to modernize the SCADA system.

C. Strategic Plan (Area of Focus)

Well Maintained Infrastructure- Financial commitment to repair and replacement of aging infrastructure.

D. Fiscal Impact

Fund Transfer of \$38,000. The operations budget will be able to sustain this transfer as this winter's maintenance needs were less than originally anticipated. This cost estimate includes a \$6,000 contingency.

E. Recommendation

Post action approval of an emergency purchase, approve a contract for the purchase of a SCADA Computer and Software Upgrade from Energenecs, and approve a fund transfer in the amount of \$38,000.



PROPOSAL

Date: January 19, 2017
Revised: June 29, 2017

Project Name: SCADA Computer & Software Upgrade

To: Wauwatosa Water Utility
 Adam Florin

Energenecs is pleased to offer the following scope of responsibility for subject project.

Quantity two (2) Dell Optiplex, Small Form Factor, i7, 8GB RAM, 512SSD, Windows 10, Office Small Business, 24" Ultrasharp monitor with soundbar and Dell 3 year on-site warranty through Dell. Includes labor to convert to wide screen resolution.

Quantity one (1) SCADA software upgrade and alarm system migration to include (2) Upgrade InTouch 2014R2 3K Tag With IO, (1) Win-911 Bundle w/TAPI Modem, Premium Voice, 1 Year Support and (1) XL Reporter with 1 Year Support. Note that this includes just one license of Win-911 – you would need to manually keep regular config backups and start on second machine should the primary machine fail.

Win-911 Cold Backup. Includes software license, installation and configuration. This will allow you to manually start up the back-up on your own without needing factory or energenecs intervention.

Supply, install and configure TeamViewer Business Version software on primary SCADA master computer to allow remote connectivity. Please note that Wauwatosa IT needs to configure network to allow connectivity prior to our installation and testing.

Quantity one (1) system services to include:

- Supply and raise new omni antenna at Alice – to include antenna, coax (TWS-600), and connectors.
- Supply and raise 2 new yagi antennas at Potter Rd. – to include antenna, coax (TWS-400), and connectors for each.

Proposal Excludes:

Tax and any software modifications beyond transfer of license and upgrade of SCADAAlarm to Win-911.

Total Cost: \$31,790.00 Tax Not Included; All applicable taxes will be added to the above price.

Energenecs terms and conditions attached apply.

Submittals/Shop Drawings: TBD

Delivery: TBD

If you have any questions, please contact me directly.

Sincerely,

Jared Feider
energenecs, Inc.

Attachment: SCADA Proposal (5178 : SCADA Equipment Purchase)

ENERGENECS, INC. TERMS & CONDITIONS

1.4.a

Purchase Order Forms

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

Prices

All prices are F.O.B. factory unless expressly stated otherwise. **Prices DO NOT include sales, excise, municipal, state or other government taxes.**

Acceptance

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

Credit Approval

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

Force Majeure

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

Payment

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. **FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES.** If no startup is required, 100% payment is due net 30 days from invoice date. **BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY.** In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

Warranty

SELLER is a system integrator/manufacture's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. **IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.**

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

Claim Period

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

Changes, Cancellations, Returns

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

Submittal Drawings and Operation/Maintenance Manuals

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

ENERGENECS, INC.

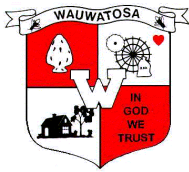
I accept this proposal and all terms thereof:

By: _____
Jared Feider

Accepted: _____
Title: _____
Date: _____

Attachment: SCADA Proposal (5178 : SCADA Equipment Purchase)

CITY OF WAUWATOSA
MEMO



To: **Financial Affairs Committee**

From: **James Case**

Date: **July 06, 2017**

Subject: **2018 budget issue: Memo from the Asst. Fire Chief regarding changes to ambulance rates and process**

A. Issue

Modification of ambulance billing rates and process

B. Background/Options

As part of the upcoming 2018 budget process, the fire department will be recommending a change in ambulance rates and our billing process. This is an informational item only at this time but we felt it was important to make the committee aware of our intent.

In 2016, the City of Wauwatosa expended \$8,588,959 on EMS related services. This does not include an allocation of overhead charges such as fuel, information technology, building maintenance or central administration nor does it include an allocation of the time spent by the Fire command staff. With 3,586 billable trips, this calculates to \$2,395 per trip. At our current rates, the City is collecting, after write-downs and write-offs, \$370.00 per trip.

After numerous meetings with our billing vendor, Andres Medical Billing (AMB), we have determined that we are maximizing the amount of revenue collected with our current rates. However, as shown above, we are billing significantly below our actual cost of service. Given this, we examined our existing rates and we have the ability to increase our ambulance revenue without impacting our residents financially. In general terms, we will increase our ambulance rates to maximize payments from insurance companies and eliminate out-of-pocket costs to residents. The requested increase in rates will better align us with the “usual, customary, and reasonable” (UCR) rates that would be reimbursed by insurance companies.

A very similar approach was adopted by the City of Waukesha in 2015 which resulted in a net increase of over \$330,000 in ambulance revenue. We anticipate that this change would result in a revenue increase between \$300,000-\$400,000 for Wauwatosa.

This request would consist of two major aspects including increasing ambulance rates and implementing a soft collection policy. Each of these will be discussed in detail below:

“Soft Collection Policy” for City Residents

If the ambulance rate change is approved, we would create a “soft” collection policy for residents. This would eliminate any out-of-pocket expenses for patients determined to be residents (which includes all patients in Milwaukee County). AMB will only seek payments from primary and secondary insurance companies, Medicare, and Medicaid. The payment of any co-pays or deductibles would not be pursued.

City residents not covered by insurance would need to provide basic demographic information and a statement documenting a lack of insurance. Non-county residents will still be required to pay the full rates following our normal billing and collection procedures. At this time the city does not have a hardship policy to address claims for non-residents.

This soft collection policy is justified given that even at the rates proposed, Wauwatosa residents are providing a property tax subsidy for provision of ambulance services. The extension of the policy to all Milwaukee County residents is due to County financial support of the EMS program, the amount of inter-community ambulance transports and to maintain support for the county-wide EMS coordination.

Increasing Ambulance Billing Rates

Based on information provided by AMB and data collected over the last four years, we can basically put all of our ambulance patients into four broad categories: Medicare, Medicaid, Private insurance, and uninsured/private pay. Based on our 2015 data our current payor mix and payments received from each is shown below:

Type of Payment	% of patients	2015 payments received
Medicare	32.85	\$446,626
Medicaid	13.15	\$89,427
Private Insurance*	44.74	\$775,039
No insurance/out of pocket	9.21	\$47,034

*Note - A certain portion of the private insurance category are actually Medicare replacement policies but are listed as private insurance.

The reimbursement rate for Medicare and Medicaid patients is federally regulated and does not allow for any additional revenue beyond what we are currently collecting. Our increased rates will simply result in a larger write-down than we have with today's rates.

For the 2015 billing cycle, the average ambulance bill for every billable trip was approximately \$820, which is substantially lower than the UCR rate that insurance companies will reimburse. Based on the analysis performed by AMB and the city, we recommend increasing all billing rates to \$1,650 across the board for both resident and non-resident rates. These changes would be as follows:

Service Type	Current Rate	Proposed Rate
Paramedic Service - ALS 1 (Resident)	\$769.45	\$1,650
Paramedic Service - ALS 1 (Non-Resident)	\$867.41	\$1,650
Paramedic Service - ALS 2 (Resident)	\$845.75	\$1,650
Paramedic Service - ALS 2 (Non-Resident)	\$1000.61	\$1,650

Basic Life Support (Resident)	\$448.57	\$1,650
Basic Life Support (Non-Resident)	\$557.54	\$1,650

C. Strategic Plan Safe Community

This item relates to the safe community section of the city's strategic plan. The additional revenue will allow us to offset current and future levy reductions. Without increasing revenue, we would be forced to reduce expenditures and ultimately some level of service to meet the levy reductions. This revenue increase will allow us to operate at current staffing levels and fund public education programs.

D. Fiscal Impact

It is anticipated that implementation of a soft collection policy for residents and the increase of ambulance billing rates will generate additional net revenue of between \$300,000 and \$400,000. This revenue would be utilized to offset the \$100,000 levy reduction directed by the city administration. The remaining revenue may be used to fund public education programs and/or cash finance vehicle purchases and possibly fire turn-out gear. It would also enable the Fire Department to address future levy reductions.

E. Recommendation

This proposal has been discussed with the City Administrator and Finance Director who both support the concept. As an information item only, there is no formal action needed but we would recommend approval during the budget process.