



Wauwatosa, WI

Financial Affairs Committee

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, December 10, 2024

7:15 PM

**Committee Room #1 and Zoom:
<https://servetosa.zoom.us/j/81144274572>,
Meeting ID: 811 4427 4572**

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

FINANCIAL AFFAIRS COMMITTEE ITEMS

1. Consideration of request by City Clerk and IT Director to authorize City staff to enter into a three-year contract with Granicus at Carahsoft to continue the legislative management program and boards program Legistar and the associated Boards and Commissions program for a total amount not to exceed \$69,641.50 [24-0031](#)
2. Consideration of request from Engineering Division to enter into contracts with construction inspection services firms for 2025, 2026, and 2027 on a cost, qualifications, and availability basis [24-1699](#)
3. Consideration of request for Level Three fund transfer in the amount of \$20,000 for emergency elevator repairs at the City Hall building [24-1605](#)
4. Consideration of request from Engineering Division to accept Safe Streets and Roads for All (SS4A) grant funding for the purpose of demonstrating temporary traffic circles at five neighborhood intersections and demonstrating the use of data collection equipment in performing near-miss safety studies at the two traffic signalized intersections and to approve a Level Three Fund Transfer of \$99,180.40 in grant revenues and project expenditures [24-1560](#)
5. Request for creation of Chapter 3.18 of the Wauwatosa Municipal Code of Ordinances to implement a Vehicle Registration Fee [24-1649](#)

6. Approval of contract with Prism Technical for the creation and monitoring of a Procurement Equity Participation Plan (Participation Plan) for the Barrett Lo Visionary Development (Barrett Lo) multi-unit residential proposal, in an amount not to exceed \$227,585.00 [24-1713](#)
7. Update on American Rescue Plan projects spending through 2024 Q3 and recommendation for approval of Memorandums of Understanding to obligate remaining funds [24-1674](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0031

Agenda Date: 12/10/2024

Agenda #: 1.

Consideration of request by City Clerk and IT Director to authorize City staff to enter into a three-year contract with Granicus at Carahsoft to continue the legislative management program and boards program Legistar and the associated Boards and Commissions program for a total amount not to exceed \$69,641.50

Submitted by:

Steve Braatz, City Clerk
Jalal Ali, IT Director

Department:

City Clerk's Office
Information Technologies

A. Issue

Authorize City staff to enter into a three-year contract with Granicus at Carahsoft to continue the legislative management program and boards program Legistar and the associated Boards and Commissions program for a total amount not to exceed \$69,641.50

B. Background/Options

In 2022, the City upgraded their legislative management program from IQM2 Minutetraq and the associated Boards, Committees, and Commissions program to Granicus Legistar and the associated Boards, Committees, and Commissions program. The contract was for three years, which expires on December 31, 2024.

The Clerk's Office and the IT Department wish to continue with the product for an additional three years (2025 thru 2027). A three-year contract will provide for a 6% discount on the total package.

Products include Legistar (which is the legislative management program for agendas, minutes, meeting videos, and legislative file maintenance), Boards and Commissions (which is used to maintain the boards, committees, and commissions membership), and Send Agenda (which allows residents to sign up to receive alerts on agendas).

C. Fiscal Impact

Total annual subscriptions are:

Year One (2025)

Legistar: \$12,623.32 (includes Send Agenda)

Boards and Commissions: \$9,038.78

Subtotal of Year One: \$21,662.10

Year Two (2026)

Legistar: \$13,506.96 (includes Send Agenda)
Boards and Commissions: \$9,671.50
Subtotal of Year Two: \$23,178.46

Year Three (2027)

Legistar: \$14,452.44 (includes Send Agenda)
Boards and Commissions: \$10,348.50
Subtotal of Year Three: \$24,800.94

D. Recommendation

If acceptable, recommend the Common Council authorize City staff to enter into a three-year contract with Granicus at Carahsoft to continue the legislative management program and boards program Legistar and the associated Boards and Commissions program for a total amount not to exceed \$69,641.50

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



TO: Steven Braatz
 City Clerk
 City of Wauwatosa
 7725 W North Ave
 Wauwatosa, WI 53213 USA

FROM: Danielle Edwards
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: sbraatz@wauwatosa.net

EMAIL: Danielle.Edwards@carahsoft.com

PHONE: (414) 479-8917

PHONE: (571) 591-6925

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO:	42554216
QUOTE DATE:	11/06/2024
QUOTE EXPIRES:	12/30/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$21,662.10
TOTAL QUOTE:	\$21,662.10

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWING SUBSCRIPTION FEES					
1	SAS-SE-MA-LEG-2	Legistar - Annual Subscription Granicus - SAS-SE-MA-LEG Start Date: 01/01/2025 End Date: 12/31/2025	\$12,623.32	OM 1	\$12,623.32
2	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2025 End Date: 12/31/2025	NSP	OM 1	\$0.00
3	GR-MA-LEG-INT-2	Send Agenda (Legistar) Each - Annual Subscription Granicus - SAS-SE-MA-LEG-INT Start Date: 01/01/2025 End Date: 12/31/2025	NSP	OM 1	\$0.00
4	GR-B-CO-CC-INT-2	govDelivery for Integrations Each - Annual Subscription Granicus - SAS-SB-CO-CC-INT Start Date: 01/01/2025 End Date: 12/31/2025	NSP	OM 1	\$0.00
5	SAS-SE-DS-BCCO-2	Boards and Commissions - Annual Subscription Granicus - SAS-SE-DS-BCCO Start Date: 01/01/2025 End Date: 12/31/2025	\$9,038.78	OM 1	\$9,038.78
6	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2025 End Date: 12/31/2025	NSP	OM 1	\$0.00
7	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2025 End Date: 12/31/2025	NSP	OM 1	\$0.00
RENEWING SUBSCRIPTION FEES SUBTOTAL:					\$21,662.10
SUBTOTAL:					\$21,662.10
TOTAL PRICE:					\$21,662.10
TOTAL QUOTE:					\$21,662.10

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



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SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FUTURE 1 YEAR PRICING					
8	SAS-SE-MA-LEG-2	Legistar - Annual Subscription Granicus - SAS-SE-MA-LEG Start Date: 01/01/2026 End Date: 12/31/2026	\$13,506.96	OM 1	\$13,506.96
9	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2026 End Date: 12/31/2026	NSP	OM 1	\$0.00
10	GR-MA-LEG-INT-2	Send Agenda (Legistar) Each - Annual Subscription Granicus - SAS-SE-MA-LEG-INT Start Date: 01/01/2026 End Date: 12/31/2026	NSP	OM 1	\$0.00
11	GR-B-CO-CC-INT-2	govDelivery for Integrations Each - Annual Subscription Granicus - SAS-SB-CO-CC-INT Start Date: 01/01/2026 End Date: 12/31/2026	NSP	OM 1	\$0.00
12	SAS-SE-DS-BCCO-2	Boards and Commissions - Annual Subscription Granicus - SAS-SE-DS-BCCO Start Date: 01/01/2026 End Date: 12/31/2026	\$9,671.50	OM 1	\$9,671.50
13	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2026 End Date: 12/31/2026	NSP	OM 1	\$0.00
14	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2026 End Date: 12/31/2026	NSP	OM 1	\$0.00
FUTURE 1 YEAR PRICING SUBTOTAL:					\$23,178.46
FUTURE 2 YEAR PRICING					
15	SAS-SE-MA-LEG-2	Legistar - Annual Subscription Granicus - SAS-SE-MA-LEG Start Date: 01/01/2027 End Date: 12/31/2027	\$14,452.44	OM 1	\$14,452.44
16	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2027 End Date: 12/31/2027	NSP	OM 1	\$0.00
17	GR-MA-LEG-INT-2	Send Agenda (Legistar) Each - Annual Subscription Granicus - SAS-SE-MA-LEG-INT Start Date: 01/01/2027 End Date: 12/31/2027	NSP	OM 1	\$0.00
18	GR-B-CO-CC-INT-2	govDelivery for Integrations Each - Annual Subscription Granicus - SAS-SB-CO-CC-INT Start Date: 01/01/2027 End Date: 12/31/2027	NSP	OM 1	\$0.00
19	SAS-SE-DS-BCCO-2	Boards and Commissions - Annual Subscription Granicus - SAS-SE-DS-BCCO Start Date: 01/01/2027 End Date: 12/31/2027	\$10,348.50	OM 1	\$10,348.50
20	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2027 End Date: 12/31/2027	NSP	OM 1	\$0.00

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



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SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
21	SAS-SE-MA-PLF-OP-2a	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 01/01/2027 End Date: 12/31/2027		NSP OM	1	\$0.00
FUTURE 2 YEAR PRICING SUBTOTAL:						\$24,800.94
SUGGESTED OPTIONS SUBTOTAL:						\$47,979.40

Period of Performance: 01/01/25 -12/31/25

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.

Option year pricing does not imply usage can grow beyond your base level.

Granicus Order Form for Wauwatosa, WI

ORDER DETAILS

Granicus Contact: Andrea Marin
Email: andrea.marin@granicus.com
Order #: Q-381787
Prepared On: 30 Oct 2024

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription
End Date: 31 Dec 2024
Initial Order Term End Date: 31 Dec 2027
Period of Performance: 01 Jan 2025 - 31 Dec 2025

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Legistar	Annual	1 Each
Open Platform Suite	Annual	1 Each
Send Agenda (Legistar)	Annual	1 Each
govDelivery for Integrations	Annual	1 Each
Boards and Commissions	Annual	1 Each
Open Platform Suite	Annual	1 Each
Open Platform Suite	Annual	1 Each

Communications Cloud Tier:
0

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: <ul style="list-style-type: none"> ∞ Unlimited user accounts ∞ Unlimited meeting bodies and meeting types ∞ Unlimited data storage and retention ∞ Up to one (1) Legistar database ∞ Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> ∞ Unlimited user accounts ∞ Unlimited boards, commissions, committees, and subcommittees ∞ Unlimited storage of citizen applications ∞ Access to up to one (1) Boards and Commissions site ∞ Access to customizable, embeddable iFrame websites for displaying information to citizens ∞ Access to a customizable online citizen application form including board-specific questions ∞ Customizable forms for board details, appointment details, and internal tracking details ∞ Pre-designed document PDFs for applications, board details and rosters, and vacancy reports ∞ Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- ∞ **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the

right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- ∞ **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- ∞ Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- ∞ Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- ∞ This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- ∞ If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-381787 dated 30 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- ∞ This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Wauwatosa, WI to provide applicable exemption certificate(s).
- ∞ Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- ∞ The attached End User Licensing Agreement must be signed and returned with all necessary order documents.

End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Wauwatosa, WI ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

- 2. Use of Granicus Products and Services and Proprietary Rights**

- 2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

2.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

2.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

2.2.5. Granicus Subscriber Information for Communications Cloud Suite only

2.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

2.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

2.2.5.3. Data Obtained through the Granicus Advanced Network

2.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

2.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

2.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

2.3. Restrictions. Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 2.3.4.** Client must not use the Services as a door or signpost to another server.
- 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
- 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

2.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

2.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

3. Representations, Warranties and Disclaimers

- 3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Confidential Information

4.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

4.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

4.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

4.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

5. Term and Termination

5.1. Agreement Term. The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

5.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

5.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

5.4. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

6. Limitation of Liability

6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

6.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

7.8. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

7.9. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Granicus

By: _____
(Authorized Signature)

Name: _____
(Print or Type Name of Signatory)

Title: _____

Date: _____
(Execution Date)

Wauwatosa, WI

By: _____
(Authorized Signature)

Name: _____
(Print or Type Name of Signatory)

Title: _____

Date: _____
(Execution Date)



Staff Report

File #: 24-1699

Agenda Date: 12/10/2024

Agenda #: 2.

Consideration of request from Engineering Division to enter into contracts with construction inspection services firms for 2025, 2026, and 2027 on a cost, qualifications, and availability basis

Submitted by:

Nick Deming, Construction Manager

Department

Engineering

A. Issue

Approval of the prequalification of consultant firms responding the Request for Proposal (RFP) issued by Engineering Services for Construction Inspection Services for 2025, 2026, and 2027.

B. Background/Discussion

The city utilizes two in-house inspectors and supplements that staff with consultant staff as necessary for proper inspection coverage across both public construction and private construction projects requiring inspection through Engineering.

For 2023 and 2024, the City issued an RFP to 27 consultants. Ultimately, contracts with 4 different firms were agreed upon to provide construction services for the City of 6 that were awarded the opportunity to provide services.

For years 2025-2027, the City issued an RFP to those same 27 consultants and received 12 responses that included 11 responding with interest and providing rates in their response.

The decision to utilize a Project Leader, Senior Inspector, Inspector II or Inspector I will be determined by project complexity and staff availability. The addition of a project leader category will allow staff to retain a qualified individual to directly oversee day-to-day on projects that are sizable and/or complex projects. The reconstruction of Watertown Plank Road that incorporates the work on 115th and 116th St. is a prime example of a large, complex project where a project leader is warranted.

C. Strategic Plan

Priority #3: Infrastructure - Optimize infrastructure to handle 100-year weather events

D. Fiscal Impact

In response to the Request for Proposal, the following firms returned a proposal at the rates shown in the attachment.

The funding needs for public construction inspection services in 2025 is included within the approved 2025 Capital Improvement Plan budget. The cost for construction services will be incorporated into the respective budget proposals for 2026 and 2027. The cost for inspection services utilized for private construction inspection is anticipated to be reimbursed by the firm or entity requiring inspection.

E. Recommendations

1. Authorize staff to contract with the responding firms as necessary for construction services at the provided rates for 2025 based on a cost, qualifications, and availability basis.
2. Authorize staff to contract with the responding firms for construction services at the provided rates, subject to rate changes based on the Milwaukee CPI or equivalent market indicator, for 2026 and 2027 based on cost, qualifications, and availability basis.

Public and Private Construction Fee Schedule

<u>Contractor</u>	<u>Construction Project Leader</u>	<u>Senior Construction Inspector</u>	<u>Construction Inspector II</u>	<u>Construction Inspector II</u>
Bloom Companies Milwaukee, WI	\$128.00/HR	\$125.00/HR	110.00/HR	95.00/HR
Lake Side Engineers Wauwatosa, WI	\$155.00/HR	\$116.00/HR	\$99.00/HR	\$86.00/HR
Daar Brookfield, WI	\$155.00/HR	\$120.00/HR	\$110.00/HR	\$98.00/HR
Collins Engineering Milwaukee, WI	\$165.00/HR	\$140.00/HR	\$125.00/HR	\$110.00/HR
The Sigma Group Milwaukee, WI	\$170.00/HR	\$110/HR	\$100.00/HR	\$90.00/HR
RA Smith Brookfield, WI	\$170.00/HR	\$140.00/HR	\$115.00/HR	\$105.00/HR
CORRE Madison, WI	\$170.00/HR	\$140.00/HR	\$130.00/HR	\$120.00/HR
Kapur, Inc. Milwaukee, WI	\$170.00/HR	\$150.00/HR	\$130.00/HR	\$115.00/HR
Strand Assoc. Milwaukee, WI	\$180.00/HR	\$180.00/HR	\$148.00/HR	\$125.00/HR
S.E.H. Inc. Delafield, WI	\$190.00/HR	\$140.50/HR	\$125.00/HR	\$125.00/HR
Baxter & Woodman Milwaukee, WI	Project Mgr: \$205/HR Cons. Mgr: \$210.00/HR	\$160.00/HR	\$125.00/HR	\$100.00/HR

Public and Private Construction Fee Schedule

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Baxter & Woodman Milwaukee, WI	Project Mgr: \$205/HR Cons. Mgr: \$210.00/HR	\$160.00/HR	\$125.00/HR	\$100.00/HR

No Bid Response

Ruekert-Mielke

Plan Houses

Bids@pwxpress.com

No Response to Request

AECOM

Jacobs Engineering

Benesch

EMC Inc

JSD, Inc.

HNTB

Mead & Hunt

CGC

Ayres

ksingh Eng

Symbiont

Foth

North Shore Eng

Toki & Assoc.

Foth

Graef USA

AECOM

Lynch Eng

JSD



Staff Report

File #: 24-1605

Agenda Date: 12/10/2024

Agenda #: 3.

Consideration of request for Level Three fund transfer in the amount of \$20,000 for emergency elevator repairs at the City Hall building

Submitted by:

Chuck Pomerence

Department:

Facilities

A. Issue

Account 22355000 - 6205, City Hall building maintenance, is now over budget. A \$20,000 budget transfer from building reserves is requested to fund regular building maintenance expenses for the rest of the fiscal year.

B. Background/Options

Earlier this year a major failure occurred to the main lift cylinder for the passenger elevator at City Hall. The repairs cost about \$60,000 to complete. This was an unexpected repair and this was not budgeted for. A \$25,000 transfer was done previously to get by and to give staff time to access how much in funding would be required to make it through until the end of the year. Staff feels that this additional \$20,000 will be sufficient to cover the expenses through the end of the fiscal year.

C. Strategic Plan (Area of Focus)

Well maintained Infrastructure

D. Fiscal Impact

The funds requested will be taken from the building reserves, which are intended to be used for just such circumstances. Minimal fiscal impact is anticipated.

E. Recommendation

Recommend the Common Council approve a Level Three fund transfer in the amount of \$20,000 for emergency elevator repairs at the City Hall building.



Staff Report

File #: 24-1560

Agenda Date: 12/10/2024

Agenda #: 4.

Consideration of request from Engineering Division to accept Safe Streets and Roads for All (SS4A) grant funding for the purpose of demonstrating temporary traffic circles at five neighborhood intersections and demonstrating the use of data collection equipment in performing near-miss safety studies at the two traffic signalized intersections and to approve a Level Three Fund Transfer of \$99,180.40 in grant revenues and project expenditures

Submitted by:

Michael May, PE, PTOE, RSP1

Department:

DPW - Engineering

A. Issue

Milwaukee County was approved SS4A grant funding from the Federal Highway Administration (FHWA) with the City of Wauwatosa as a grant beneficiary.

B. Background/Options

The Bipartisan Infrastructure Law established the SS4A discretionary program. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The grants are broken into two categories: planning and demonstration grants, and implementation grants.

Milwaukee County invited its municipalities in summer of 2023 to partake in a joint planning and demonstration grant application. Five municipalities participated: Village of Greendale (portable speed bumps and speed trailers), Village of Shorewood (temporary traffic circles, curb extensions, and speed table), City of South Milwaukee (temporary road narrowing and speed trailers), City of West Allis (portable speed bumps), and City of Wauwatosa. Milwaukee County's application was fully awarded by FHWA in late summer 2024.

Wauwatosa's proposed SS4A demonstration activities include the following:

- **Temporary Traffic Circles:** Purchase bollards, flexible rubber stops, planters, plants, soil, and signage to deploy temporary traffic circles at five neighborhood intersections within the community. The grant will cover 80% of all costs, which include equipment, direct communication with impacted residents, city labor, and consulting services to perform the analysis.
- **Near-Miss Data Collection & Analysis:** Purchase of two Miovision camera systems and necessary equipment for power and connectivity to perform near-miss data analysis at the North Avenue & Wauwatosa Avenue intersection and the Swan Boulevard & Menomonee River Parkway intersection. These intersections were proposed by staff due to the high volume of vulnerable road users at the intersections. The grant will cover 80% of all costs, which include equipment, city labor, and consulting services to perform the analysis.

The following table summarizes the total project costs for each of the two demonstration activities, the 80% reimbursement through the SS4A grant, and the 20% amount to be funded by the City of Wauwatosa.

Demonstration Activity	Total Project Cost	Federal 80% Reimbursement	Local 20% Cost
Temporary Traffic Circles	\$70,922.50	\$56,738.00	\$14,184.50
Near-Miss Data Collection & Analysis	\$53,053.00	\$42,442.40	\$10,610.60
Total:	\$123,975.50	\$99,180.40	\$24,795.10

Upon project completion, reports will be provided to Milwaukee County and FHWA with the results of the demonstration projects. All materials purchased through the grant program will be retained by the City of Wauwatosa so-as to avoid demonstration waste. The materials will be repurposed for additional temporary traffic calming demonstration, data collection, and analysis purposes.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2. Proactively address pedestrian, bicycle, and vehicular safety.

D. Fiscal Impact

The total project cost is \$123,975.50 with a local match of \$24,795.10. The local match is proposed to be funded from the Reckless, Accountable, and Distracted Driving Roads Program (Vehicle Registration Fee) which is already budgeted. \$99,180.40 will be reimbursed to the City through SS4A grant reimbursements. A level three fund transfer is required to budget the grant (non-local match) amount of \$99,180.40.

E. Recommendation

Approve the request from the Engineering Division to accept Safe Streets and Roads for All (SS4A) grant funding for the purpose of demonstrating temporary traffic circles at five neighborhood intersections and demonstrating the use of data collection equipment in performing near-miss safety studies at the two traffic signalized intersections, and approve a Level Three Fund Transfer of \$99,180.40 in grant revenues and project expenditures.

City of Wauwatosa

Joint 2023 SS4A Demonstration Activities Grant Application #1

I. Activity #1 – Demonstrate Temporary Neighborhood Traffic Circles

Approximately 5% of the City’s KAB crashes and 9% of its bike/ped crashes occurred on neighborhood local streets from 2017 through 2021. The City views neighborhood traffic circles as an effective means to enhance safety by slowing speeds in neighborhoods, while also improving the bicycling environment by replacing stop signs with yield control. This demonstration activity will create five (5) temporary traffic circles at locations that meet crash, speed, and/or volume thresholds for intervention under the City’s Neighborhood Traffic Management Program (NTMP). The purpose of this activity is to demonstrate to the community how traffic circles can enhance safety by slowing speeds at intersections. This activity informs the City’s Safe Streets Action Plan development; follows the City’s Strategic Plan Priority #2: Public Safety, Goal 2 – Proactively Address Pedestrian, Bicycle, and Vehicular Safety; and will inform further development and deployment of the City’s NTMP. This activity can be completed in year 2024, which is within the SS4A 18-month preferred timeframe.

II. Measure and Track Results

The City Engineering Division will work with its police, fire, and public works to identify and layout five (5) temporary traffic circles at locations that qualify for the City’s NTMP based on measured crashes, speeds, and/or volumes. Under step one, chalk, traffic cones, and a fire truck will be used to fine-tune a preliminary layout. Under step two, temporary bollards, flexible rubber stops, planters/plants, and signs will be used to create temporary traffic circles. The temporary traffic circles are planned to be in place for two- to three-months. Before- and during-demonstration crash, speed, and volume data will be collected to document effectiveness. The opinions of residents in the impact area will also be collected through mailed and online surveys during the demonstration period to gain insight as to what worked well, what can be done differently, and overall satisfaction with neighborhood traffic circles.

III. Budget

Our budget for this activity is \$70,922.50 (\$56,738.00 federal funding, \$14,184.50 local match). Materials will be chosen in a manner that enables reuse to the greatest practical extent so-as to avoid post-demonstration waste.

	Total Estimate	Federal 80%	Local 20%
<i>Materials (5 Intersections):</i>			
Bollards	\$ 2,640.00	\$ 2,112.00	\$ 528.00
Flexible Rubber Stops with Reflectors	\$ 14,850.00	\$ 11,880.00	\$ 2,970.00
Planters	\$ 5,500.00	\$ 4,400.00	\$ 1,100.00
Plants & Soil	\$ 1,100.00	\$ 880.00	\$ 220.00
Signs	\$ 6,600.00	\$ 5,280.00	\$ 1,320.00
Misc. (Letters, etc.)	\$ 550.00	\$ 440.00	\$ 110.00
<i>Subtotal:</i>	<i>\$ 31,240.00</i>	<i>\$ 24,992.00</i>	<i>\$ 6,248.00</i>
<i>Labor (5 Intersections):</i>			
City Engineering	\$ 18,150.00	\$ 14,520.00	\$ 3,630.00
City Fire Department	\$ 1,485.00	\$ 1,188.00	\$ 297.00
City Department of Public Works	\$ 20,047.50	\$ 16,038.00	\$ 4,009.50
<i>Subtotal:</i>	<i>\$ 39,682.50</i>	<i>\$ 31,746.00</i>	<i>\$ 7,936.50</i>
Activity Total:	\$ 70,922.50	\$ 56,738.00	\$ 14,184.50

IV. Activity Summary

Approximately 5% of the City’s KAB crashes and 9% of its bike/ped crashes occurred on neighborhood local streets from 2017 through 2021. The City views neighborhood traffic circles as an effective means to enhance safety by slowing speeds in neighborhoods, while also improving the bicycling environment by replacing stop signs with yield control. This demonstration activity will create five (5) temporary traffic circles at locations that meet crash, speed, and/or volume thresholds for intervention under the City’s Neighborhood Traffic Management Program (NTMP). The purpose of this activity is to demonstrate to the community how traffic circles can enhance safety by slowing speeds at intersections. This activity informs the City’s Safe Streets Action Plan development; follows the City’s Strategic Plan Priority #2: Public Safety, Goal 2 – Proactively Address Pedestrian, Bicycle, and Vehicular Safety; and will inform further development and deployment of the City’s NTMP. This activity can be completed in year 2024, which is within the SS4A 18-month preferred timeframe.

V. Data

- A. City of Wauwatosa Population – 47,289 (V2022)
- B. Number of Census Tracts – Wauwatosa has 13
- C. Fatalities – 9 (2017-2021)
- D. Fatality Rate – 19.03 fatalities / 100,000 people

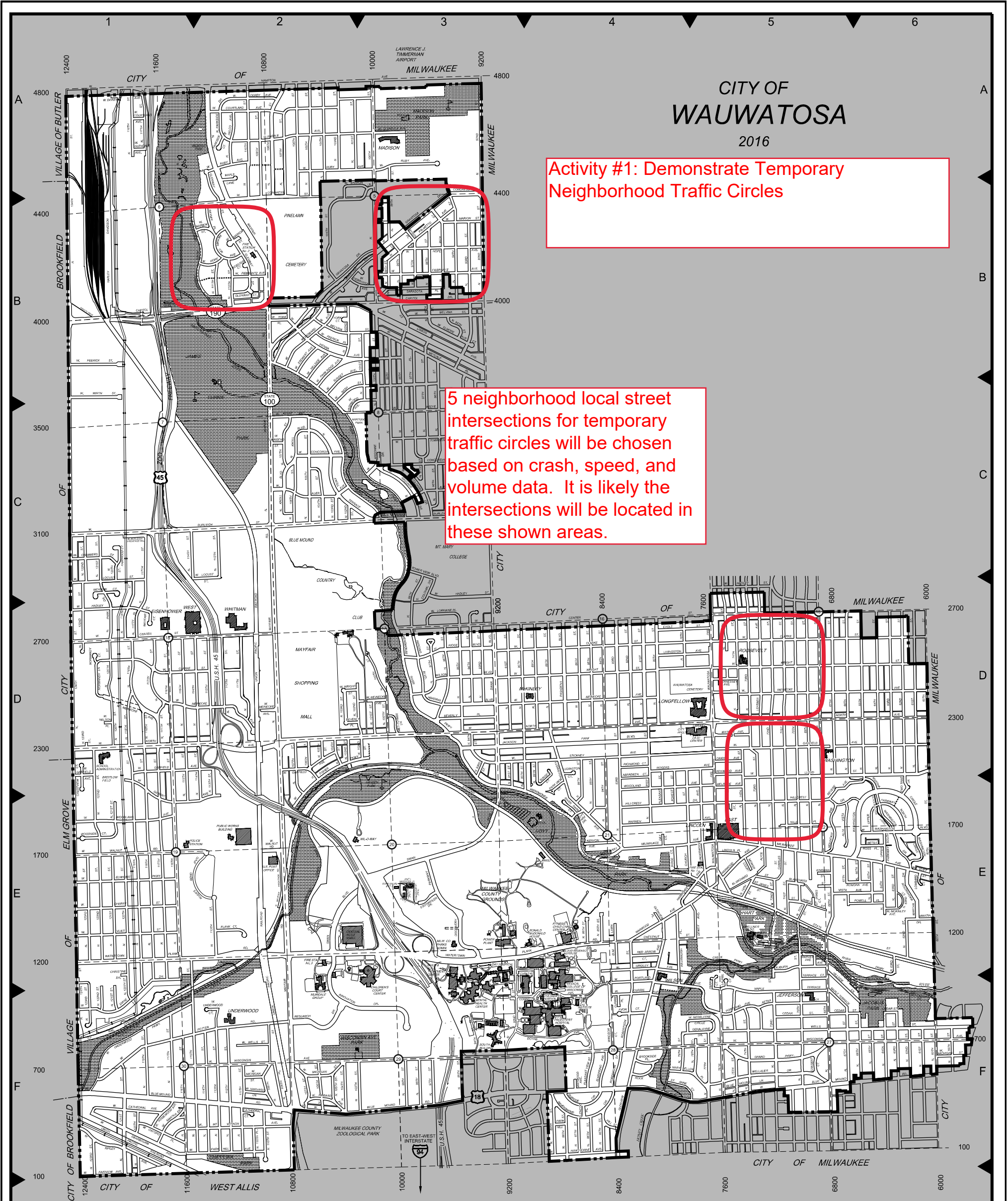
VI. Map (attached)

CITY OF WAUWATOSA

2016

Activity #1: Demonstrate Temporary Neighborhood Traffic Circles

5 neighborhood local street intersections for temporary traffic circles will be chosen based on crash, speed, and volume data. It is likely the intersections will be located in these shown areas.



STREET INDEX

N. 59th St.	F6	N. 93rd St.	B, D3	Aberton Ct.	D4	Day Court	E4	W. Marion St.	B2, 3	N. Parkside Dr.	A2	Swan Blvd.	D, E3
N. 60th St.	D, F6	N. 94th St.	B, D3	Aetna Ct.	E5	W. Dearborn Ave.	F1	Mariposa Ln. (PvL)	E3	Park View Ct.	E4	Terrace Ct.	F5
N. 61st St.	D, F6	N. 95th St.	B, D, F3	Alice St.	E5	N. Delco Ave.	A2	W. Martha Dr.	F1	Pasadena Blvd.	D4	W. Townsend St.	C2
N. 62nd St.	D, F6	N. 96th St.	B, D3	Alta Vista	E5	W. Derby Ave.	A1, 2	Martha Washington Dr.	E6	Perry Ct.	F4	Two Tree Lane	E6
N. 63rd St.	E6	N. 97th St.	B, D, F3	W. Argonne Dr.	C3	Dewey Ave.	E4	Martin Dr.	E6	Plank Ct.	E2	Underwood Ave.	E4
N. 63rd Ct.	D, F6	N. 98th St.	B, F3	Auburn Ave.	E5	Diane Dr.	F1	Mary Ellen Pl.	F4	Pleasant St.	D, E4	W. Vienna Ave.	B2
N. 64th St.	D, F6	N. 99th St.	A, B, F3	W. Auer Ave.	F2	Discovery Pkwy.	E3	Mayfair Ct.	D1	Pleasant View St.	F4	W. Underwood Pkwy.	F1
N. 65th St.	D, F5	N. 100th St.	A - C2, D3	Avon Ct.	C4	Doyle Ave.	E4	N. Mayfair Frontage Rd	E2	Portland Ave.	F4	Upper Parkway North	E5, 6
N. 66th St.	D, F5	N. 101st St.	A - D2	Betsy Ross Pl.	E5, 6	Eagle St.	D4	N. Mayfair Rd.	A1, B - F2	W. Potter Rd.	F1, 2	Upper Parkway South	E6
N. 67th St.	D, F5	N. 102nd St.	A, C, D2	Beverly Pl.	D2, 3	Echelon Ln. (Pvt.)	E3	Maywood Ave.	F4	Powell Pl.	E5, 6	W. Watertown Pkwy.	E5, 6
N. 68th St.	D, F5	N. 103rd St.	A, C, D2	Blanchard St.	E5	Elm Lawn	E4	Maywood Ct.	F4	Riverswood Cir.	F4	Vista Ave.	E5, 6
N. 69th St.	D, F5	N. 104th St.	A - D, F2	Blue Mound Ln.	F5	Elmhurst Pkwy.	E1	W. McKinley Ave.	E6	Raymir Pl.	B2	W. Vlet St.	E1
N. 70th St.	D, F5	N. 105th St.	A, C, D2	W. Blue Mound Rd.	F1 - 6	Elmspring Ave.	F4	W. Homewood Ave.	F1	W. Walnut Rd.	B2	Warren Ave.	E1, 2
N. 71st St.	D, F5	N. 106th St.	A, C, D2	Brookside Pl.	F4	Eschweiler Dr. (Pub and Pvt)	E3	Honey Creek Pkwy.	E, F4, E5	Red Arrow Ct.	E4	Washington Blvd.	E4
N. 72nd St.	D, F5	N. 107th St.	A - D, F2	W. Burling Frontage Rd.	C1 - 3	W. Fairview Ave.	F1	W. Hillside Ave.	B2, 3	Research Dr.	F2	Washington Ct.	E5, 6
N. 73rd St.	D, F5	N. 108th St.	F2	W. Burleigh St.	C1 - 3	Fairwood Ct.	C1	Hoyt Park Dr.	E4	Revere Ave	B2	Watertown Plank Rd.	E1 - 4
N. 74th St.	D, F5	N. 108th St.	A2	W. Byron Pl.	B3	W. Feerick Pl.	B2	Innovation Dr.	E, F2, F3	Richmond Ct.	D3	Watson Ave.	D5
N. 75th St.	D, F5	N. 109th St.	A, F2	W. Capitol Dr.	B1, 2	W. Feerick St.	B1	Jackson Park Blvd.	D3, 4	Ridge Blvd.	D4	Webster Ct.	D5
N. 76th St.	D, F5	N. 110th St.	F2	W. Cathedral Ave.	F1	W. Fibranz Ave.	B2, 3	Kavanaugh Pl.	E4	Ridge Ct.	E4	Wauwatosa Ave.	D, E5
N. 77th St.	D, F4	N. 110th St.	A, B, F2	Cathedral Ct.	F2	W. Fisher Parkway	D2	W. Keele Ave.	D5	W. Ripley Ave.	F1	Webster Ct.	B2
N. 78th St.	D, F4	N. 111th St.	F2	Cedar St.	F5	Forest St.	D4	Kenwood Ave.	D5	River Park Ct.	D3	Wellsau Dr.	F5
N. 79th St.	F4	N. 112th St.	C, D, F2	W. Center St.	D1 - 6	W. Garfield Ave.	D1, 2, 5, 6	Kenyon Ave.	E4	River Pkwy.	F2, 6	W. Wells St.	F2, 5, 6
N. 80th St.	D1	N. 113th St.	D - F1	Charles Hart Pkwy.	E4	Geratlaine Cir	F4	Kinsman St.	E5	Rivers Bend (Pvt.)	E1	Wilson Blvd.	D3
N. 81st St.	D, E4	N. 114th St.	C, D, F1	W. Chambers St.	C1	Geratlaine Dr.	F4	N. Knoll Blvd.	C2	Robertson Ave.	F4	Windsor Ct.	F4
N. 82nd St.	D, E4	N. 115th St.	D, F1	W. Cherry St.	E1	W. Gilbert Ave.	D, E1	N. Knoll Terrace	C2	Rockway	F4	W. Wirth St.	B1
N. 83rd St.	D, E4	N. 116th St.	D - F1	Chestnut St.	E4, 5	Glencoe Cir	F4	Laurel Ct.	F5	Rogers Ave.	D4	W. Wisconsin Ave.	F1 - 6
N. 84th St.	D, E4	N. 117th Pl.	D1	Christine Dr.	E1	Glencoe Pl.	E1	Lefebvre Ave.	D5	Romona Ave.	E5	Woodland Ave.	E1, 4
N. 85th St.	D, F4	N. 117th St.	A, C - F1	Church St.	E4	W. Glendale Ave.	A1 - 3	Lernen St.	E3	W. Ruby Ave.	A2, 3	Woodside Ct.	E1
N. 86th St.	D, F4	N. 118th St.	B, D, E1	W. Clark St.	D1, 3 - 6	Glenview Ave.	E, F4	Lincoln Pl.	E5	W. Sarassia Pl.	D1	W. Woodward Ave.	B2
N. 87th St.	E, F4	N. 119th St.	A, D - F1	Collegium St. (Pvt.)	E3	Glenview Pl.	E4	W. Lisbon Ave.	B3	St. Charles St.	E5	W. Wright St.	D2 - 6
N. 88th St.	D, F4	N. 120th St.	B - D, F1	W. Concordia Ave.	C2	Glenway Ct.	B2	Livingston Ave.	D4	St. James Ct.	E4	Yale Pl.	E5
N. 89th St.	D, F3	N. 121st St.	C, E, F1	W. Congress St.	A2, 3	Glenway St.	A, B2	W. Lloyd St.	D5, 6	St. James St.	D5	York Ct.	B2
N. 90th St.	D3	N. 122nd St.	C - F1	Connell Ave.	F3, 4	Grand Parkway	F5	W. Locust St.	C1, 2	St. Jude Ct	F1	W. York Pl.	B2
N. 91st St.	D3	N. 123rd St.	F1	W. Courland Ave.	A2, 3	W. Grantosa Dr.	E3	Lombard Ct	B3	St. State St.	B3		
N. 92nd St.	A, B, E, F3	N. 124th St.	A - E1	Crescent Ct.	F5	Gridley Ave.	B4	Ludington Ave.	D, E4	W. Stewart Ave.	B2		
				Crestview Ct.	D1	W. Hadley St.	D1	Ludington Ct.	D4	Stickney Ave.	D3, 4		
				Curne Avenue	F4	N. Harding Blvd.	D3	Maple Lane	A2	Sunset Ave.	B2		
				Curtis Place	F4	Harley Davidson Ave.	A, B1	Maple Terrace	F5	Sunset Ct.	D3, 4		
						Harmonee Ave.	E4						

City of Wauwatosa, Milwaukee County

Joint 2023 SS4A Demonstration Activities Grant Application #2

I. Activity #2 – Demonstrate Use of Data Collection Equipment in Performing Near-Miss Safety Studies

A traditional safety analysis uses crash report data to determine the safety of an intersection. This is a reactive method of analysis that ignores the behaviors of intersection users. Near-miss analysis is a proactive method of analysis that measures the frequency and severity of near-misses to better understand human behaviors and to predict severe crashes. This demonstration activity will pilot video analytics of near-miss data to demonstrate and better understand the benefits and limitations the technology may have if deployed citywide. This activity informs the City’s Safe Streets Action Plan development; follows the City’s Strategic Plan Priority #2: Public Safety, Goal 2 – Proactively Address Pedestrian, Bicycle, and Vehicular Safety; and will inform if and how technologies can be employed in performing detailed crash analysis and mitigation citywide. This activity can be completed in year 2024, which is within the SS4A 18-month preferred timeframe.

II. Measure and Track Results

The City Engineering Division will work with MioVision Technologies Incorporated to purchase and deploy two Scout Explore camera systems at two pilot intersections.

- *North Avenue & Wauwatosa Avenue* is a signalized intersection with right-turn slip lanes on all four corners. The intersection is abutted by a middle school in the northwest corner, City Hall and the City Library in the southwest corner, a senior housing facility in the northeast corner, and a dense retail and residential development planned in the southeast corner. Transit includes east/west service to Downtown Milwaukee and north/south service to the far reaches of Milwaukee County. 310- to 350- pedestrian crossings occur each peak hour through this intersection – the majority of which are middle-school students.
- *Swan Boulevard & Menomonee River Parkway* is a signalized intersection with the crossing of the 135-mile long Milwaukee County Oak Leaf Trail on the south side of the intersection. The trail served 124,565 users at this intersection in 2019. Six injury crashes had occurred at the intersection from 2017 through 2021 with eight injured persons.

The camera systems will collect at least 5 days of video at each intersection. The data will be sent to MioVision to perform intersection counts and to analyze the vehicle trajectories and the near-miss interactions for the 60 vehicle-pedestrian, vehicle-cyclist, vehicle-scooter, and vehicle-vehicle conflicts that exist at the intersections. Measurables such as post-encroachment time (PET), time-to-collision (TCC), and the speed, impact angle, order of interaction, and user types will be used to classify crash risk (high, middle, low) based on the potential for serious injury. The results will be compared to

crash experience to identify if correlations exist and to identify where changes to the intersections may be needed. A report will be prepared based on the pilot projects to highlight the potential applications and limitations of near-miss data in performing detailed safety analysis and crash mitigation citywide.

III. Budget

Our budget for this activity is \$53,053.00 (\$42,442.40 federal funding, \$10,610.60 local match). Materials will be chosen in a manner that enables reuse of equipment and avoids post-demonstration waste.

	Total Estimate	Federal 80%	Local 20%
<i>Materials (2 Intersections):</i>			
Miovision Scout Explore	\$ 16,962.00	\$ 13,569.60	\$ 3,392.40
Rechargeable Batteries	\$ 3,498.00	\$ 2,798.40	\$ 699.60
Connectivity	\$ 473.00	\$ 378.40	\$ 94.60
<i>Subtotal:</i>	<i>\$ 20,933.00</i>	<i>\$ 16,746.40</i>	<i>\$ 4,186.60</i>
<i>Labor (2 Intersections):</i>			
Consultant (Miovision)	\$ 17,600.00	\$ 14,080.00	\$ 3,520.00
City Engineering	\$ 14,520.00	\$ 11,616.00	\$ 2,904.00
<i>Subtotal:</i>	<i>\$ 32,120.00</i>	<i>\$ 25,696.00</i>	<i>\$ 6,424.00</i>
Activity Total:	\$ 53,053.00	\$ 42,442.40	\$ 10,610.60

IV. Activity Summary

A traditional safety analysis uses crash report data to determine the safety of an intersection. This is a reactive method of analysis that ignores the behaviors of intersection users. Near-miss analysis is a proactive method of analysis that measures the frequency and severity of near-misses to better understand human behaviors and to predict severe crashes. This demonstration activity will pilot video analytics of near-miss data to demonstrate and better understand the benefits and limitations the technology may have if deployed citywide. This activity informs the City’s Safe Streets Action Plan development; follows the City’s Strategic Plan Priority #2: Public Safety, Goal 2 – Proactively Address Pedestrian, Bicycle, and Vehicular Safety; and will inform if and how technologies can be employed in performing detailed crash analysis and mitigation citywide. This activity can be completed in year 2024, which is within the SS4A 18-month preferred timeframe.

V. Data

- A. City of Wauwatosa Population – 47,289 (V2022)
- B. Number of Census Tracts – Wauwatosa has 13
- C. Fatalities – 9 (2017-2021)
- D. Fatality Rate – 19.03 fatalities / 100,000 people

VI. Map (attached)

CITY OF WAUWATOSA

2016

Activity #2: Demonstrate Use of Data Collection Equipment In Performing Near-Miss Safety Studies

North Avenue & Wauwatosa Avenue

Swan Boulevard & Menomonee River Parkway

STREET INDEX

N. 59th St.	F6	N. 93rd St.	B, D3	Aberton Ct.	D4	Day Court	E4	W. Marion St.	B2, 3	N. Parkside Dr.	A2	Swan Blvd.	D, E3
N. 60th St.	D, F6	N. 94th St.	B, D3	Aetna Ct.	E5	W. Dearborn Ave.	F1	Mariposa Ln. (PvL)	E3	Park View Ct.	E4	Terrace Ct.	F5
N. 61st St.	D, F6	N. 95th St.	B, D, F3	Alice St.	E5	N. Delco Ave.	A2	W. Martha Dr.	F1	Pasadena Blvd.	D4	W. Townsend St.	C2
N. 62nd St.	D, F6	N. 96th St.	B, D3	Alta Vista	E5	W. Derby Ave.	A1, 2	Martha Washington Dr.	E6	Perry Ct.	F4	Two Tree Lane	E6
N. 63rd Ct.	E6	N. 97th St.	B, D, F3	W. Argonne Dr.	C3	Dewey Ave.	E4	Martin Dr.	E6	Plank Ct.	E2	Underwood Ave.	E4
N. 63rd St.	D, F6	N. 98th St.	B, F3	Auburn Ave.	E5	Diane Dr.	F1	Mary Ellen Pl.	F4	Pleasant St.	D, E4	W. Underwood Ct.	F1
N. 64th St.	D, F6	N. 99th St.	A, B, F3	W. Auer Ave.	F2	Discovery Pkwy.	E3	W. Hibbard Ave.	F2	Pleasant View St.	F4	W. Underwood Pkwy.	F1
N. 65th St.	D, F5	N. 100th St.	A - C2, D3	Avon Ct.	C4	Doyle Ave.	E4	W. Highwood Ave.	C2	Portland Ave.	E2	Upper Parkway North	E5, 6
N. 66th St.	D, F5	N. 101st St.	A - D2	Betsy Ross Pl.	E5, 6	Eagle St.	D4	Hill St.	F4	W. Potter Rd.	F1, 2	Upper Parkway South	E6
N. 67th St.	D, F5	N. 102nd St.	A, C, D2	Beverly Pl.	D2, 3	Hilcrest Ln. (Pvt.)	E3	Maywood Rd.	A1, B - F2	Powerl Pl.	E5, 6	W. Vienna Ave.	B2
N. 68th St.	D, F5	N. 103rd St.	A, C, D, F2	Blanchard St.	E5	Elm Lawn	E4	Maywood Ct.	F4	Riverswood Cir.	F4	Vista Ave.	E5, 6
N. 69th St.	D, F5	N. 104th St.	A - D, F2	Blue Mound Ln.	F5	Elmhurst Pkwy.	E1	W. McKinley Ave.	E6	Raymjr Cir.	B2	W. Vlet St.	E1
N. 70th St.	D, F5	N. 105th St.	A, C, D, F2	W. Blue Mound Rd.	F1 - 6	Elmspring Ave.	F4	Meadow Ct.	C1	Raymjr Pl.	B2	W. Walnut Rd.	E1, 2
N. 71st St.	D, F5	N. 106th St.	A, C, D, F2	Brookside Pl.	F4	Eschweiler Dr. (Pub and Pvt)	E3	W. Meinecke Ave.	D1 - 6	Red Arrow Ct.	E4	Warren Ave.	E4
N. 72nd St.	D, F5	N. 107th St.	A - D, F2	Beverly Pl.	F4	W. Fairview Ave.	E3	Milrose Ave.	E5	Research Dr.	F2	W. Washington Blvd.	E5, 6
N. 73rd St.	D, F5	N. 108th St.	F2	W. Burleigh Frontage Rd.	C1 - 3	Fairwood Ct.	C1	W. Hillside Ave.	B2, 3	Revere Ave.	F2	Washington Ct.	E5, 6
N. 74th St.	D, F5	N. 108th St.	A2	W. Byron Pl.	B3	W. Feerick Pl.	B2	Hillside La.	F5	Richmond Ct.	D3	Watertown Plank Rd.	E1 - 4
N. 75th St.	D, F5	N. 109th St.	A, F2	W. Capitol Dr.	B1, 2	W. Feerick St.	B1	Jackson Park Blvd.	E, F2, F3	Ridge Blvd.	D4	Watson Ave.	D5
N. 76th St.	D, F5	N. 110th Pl.	F2	W. Cathedral Ave.	F1	W. Fibranz Ave.	B2, 3	Kavanaugh Pl.	E4	Ridge Ct.	E4	Wauwatosa Ave.	D, E5
N. 77th St.	D, F4	N. 110th St.	A, B, F2	Cathedral Ct.	F2	W. Fisher Parkway	D2	W. Keele Ave.	D5	W. Ripley Ave.	F1	Webster Ct.	B2
N. 78th St.	D, F4	N. 111th St.	C, D, F2	Cedar St.	F5	Forest St.	D, E4	Kenwood Ave.	D5	River Park Ct.	D3	Wellsauer Dr.	F5
N. 79th St.	F4	N. 112th St.	D1 - 6	W. Center St.	D1 - 6	W. Garfield Ave.	D1, 2, 5, 6	Kenyon Ave.	E4	River Pkwy.	E5, 6	W. Wells St.	F2, 5, 6
N. 80th St.	D1	N. 113th St.	D - F1	Charles Hart Pkwy.	E4	Geratlaine Cir	F4	Kinsman St.	E5	Rivers Bend (Pvt.)	E1	Wilson Blvd.	D3
N. 81st St.	D, E4	N. 114th St.	C, D, F1	W. Chambers St.	C1	Geratlaine Dr.	F4	N. Knoll Blvd.	F4	Robertson Ave.	F4	Windsor Ct.	F4
N. 82nd St.	D, E4	N. 115th St.	D, F1	W. Cherry St.	E1	W. Gilbert Ave.	D, E1	N. Knoll Terrace	C2	Rockway	F4	W. Wirth St.	B1
N. 83rd St.	D, E4	N. 116th St.	D - F1	Chestnut St.	E4, 5	Glencoe Cir	F4	Laurel Ct.	F5	Rogers Ave.	D4	W. Wisconsin Ave.	F1 - 6
N. 84th St.	D, E4	N. 117th Pl.	D1	Christine Dr.	E1	Glencoe Pl.	E1	Lefebvre Ave.	D5	Romona Ave.	E5	Woodland Ave.	E1, 4
N. 85th St.	D, F4	N. 117th St.	A, C - F1	Church St.	E4	W. Glendale Ave.	A1 - 3	Lernen St.	E3	W. Ruby Ave.	A2, 3	Woodside Ct.	E1
N. 86th St.	D, F4	N. 118th St.	B, D, E1	W. Clarke St.	D1, 3 - 6	Glenview Ave.	E, F4	Lincoln Pl.	E5	W. Sarasota Pl.	B3	W. Woodward Ave.	B2
N. 87th St.	E, F4	N. 119th St.	A, D - F1	Collegium St. (Pvt.)	E3	Glenview Pl.	E4	W. Lisbon Ave.	B3	St. Charles St.	E5	W. Wright St.	D2 - 6
N. 88th St.	D, F4	N. 120th St.	B - D, F1	W. Concordia Ave.	C2	Glenway Ct.	B2	W. North Ave.	D4	St. James Ct.	E4	Yale Pl.	E5
N. 89th St.	D, F3	N. 121st St.	C, E, F1	W. Congress St.	A2, 3	Glenway St.	A, B2	Oakhill Ave.	D5	St. Jude Ct.	E5	York Ct.	B2
N. 90th St.	D3	N. 122nd St.	C - F1	Connell Ave.	F3, 4	Grand Parkway	F5	W. Oxford Pl.	F1	St. Jude Ct.	E5	W. York Pl.	B2
N. 91st St.	D3	N. 123rd St.	F1	W. Courtland Ave.	A2, 3	W. Grantosa Dr.	B2, 3	W. Palmetto Ave.	B3	W. State St.	E4, 5		
N. 92nd St.	A, B, E, F3	N. 124th St.	A - E1	Crescent Ct.	F5	Gridley Ave.	E4	N. Park Drive	D1	W. Stewart Ave.	B2		
				Crestview Ct.	D1	W. Hadley Dr.	D1	W. Park Hill Ave.	F1 - 3, 5	Stickney Ave.	D3, 4		
				Curie Avenue	F4	N. Harding Blvd.	D3	W. Park Ridge Ave.	A2	Sunset Ave.	B2		
				Curie Place	F4	Harley Davidson Ave.	A, B1	Parkside Ct.	A2	Sunset Ct.	D3, 4		
						Harmonee Ave.	E4		F5				



Staff Report

File #: 24-1649

Agenda Date: 12/10/2024

Agenda #: 5.

Request for creation of Chapter 3.18 of the Wauwatosa Municipal Code of Ordinances to implement a Vehicle Registration Fee

Submitted by:

John Ruggini

Department:

Finance Department

A. Issue

A \$15.00 Vehicle Registration Fee was included in the recently adopted 2025 Budget. An ordinance must be adopted for it to become effective. A draft ordinance is attached to this memo.

B. Background/Options

The 2025 Budget included a Vehicle Registration Fee to fund reckless driving and road maintenance initiatives. Chapter Trans 126.02 under Wisconsin Statutes 35.93 requires a municipal body to notify the Department of Motor Vehicles of the enactment of a Vehicle Registration Fee by providing the ordinance that enacted the fee.

This notification must be provided 90 days prior the first day of the month in which the ordinance is effective. Given this requirement, the ordinance will become effective on April 1, 2025.

C. Strategic Plan (Area of Focus)

Priority Area Two: Public Safety

- Proactively address pedestrian, bicycle, and vehicular safety.

Priority Area Three: Infrastructure

- Increase alternative (non-property tax based) funding to support capital projects

D. Fiscal Impact

This will increase homeowner annual taxes and fees by \$30.00 on average. \$408,000 in revenue was budgeted for 2025 assuming a March 1 effective date. The estimated revenue total is \$364,000 with the 1-month delay.

E. Recommendation

I recommend approval of the ordinance in order to effectuate the 2025 Budget.

AN ORDINANCE CREATING CHAPTER 3.18 OF THE WAUWATOSA MUNICIPAL CODE OF ORDINANCES TO IMPLEMENT A MOTOR VEHICLE REGISTRATION FEE IN THE CITY OF WAUWATOSA

The Common Council of the City of Wauwatosa do ordain as follows:

Part I. Chapter 3.18 of the Wauwatosa Municipal Code of Ordinances is hereby created to read in its entirety as follows:

Chapter 3.18 Motor Vehicle Registration Fee.

3.18.010 Authority.

This section is adopted pursuant to the authority granted in Wis. Stat. § 341.35, as amended from time to time.

3.18.020 Definition.

For purposes of this section, a "motor vehicle" means an automobile or motor truck registered under Wis. Stat. § 341.25(1)(c) at a gross weight of not more than 8,000 pounds that is registered in Wisconsin and customarily kept in the City of Wauwatosa.

3.18.030 Annual Registration Fee.

An annual City registration fee in the amount of \$15.00 is hereby imposed on all motor vehicles registered in the State of Wisconsin and customarily kept in the City of Wauwatosa beginning on the effective date of this ordinance. Future fee amounts shall be as set in the Consolidated Fee Schedule adopted by the Common Council from time to time.

3.18.040 Collection of fee.

At the time a motor vehicle is first registered and at the time of each registration renewal, the registration applicant shall pay the vehicle registration fee in addition to any fees set by the state and required by Wis. Stat. Ch. 341. The City registration fee shall be paid as provided in Wis. Stat. § 341.35(5), as amended from time to time.

The Wisconsin Department of Transportation shall collect the City registration fee, and shall retain a portion of the moneys collected under this section equal to the actual administrative costs related to the collection of these fees, as provided in Wis. Stat. § 341.35(6m), as amended from time to time.

3.18.050 Exemption.

The following motor vehicles are exempt from the annual vehicle registration fee:

- A. All vehicles exempted by Wis. Stat. Ch. 341 from payment of a state vehicle registration fee.
- B. All vehicles registered by the state for a fee of \$5.00 under Wis. Stat. § 341.26(2).
- C. Any vehicle which is replacing a vehicle for which the annual City vehicle registration fee has already been paid.

Part II. Following its passage and publication, this ordinance shall take effect on April 1, 2025.



Staff Report

File #: 24-1713

Agenda Date: 12/10/2024

Agenda #: 6.

Approval of contract with Prism Technical for the creation and monitoring of a Procurement Equity Participation Plan (Participation Plan) for the Barrett Lo Visionary Development (Barrett Lo) multi-unit residential proposal, in an amount not to exceed \$227,585.00

Submitted by:

John Ruggini

Department:

Finance Department

A. Issue

The Procurement Equity Policy requires Tax Increment Financing projects include required Disadvantaged Business Enterprise (DBE) and Distressed Zip Code hiring inclusion. A contract with Prism Technical for the creation and monitoring of a Participation Plan to facilitate meeting this policy for the Barrett Lo Visionary Development multi-unit residential project at the Mayfair Mall is recommended for approval.

B. Background/Options

A. Issue

The Procurement Equity Policy requires Tax Increment Financing projects include required Disadvantaged Business Enterprise (DBE) and Distressed Zip Code hiring inclusion. A contract with Prism Technical for the creation and monitoring of a Participation Plan to facilitate meeting this policy for the Barrett Lo Visionary Development multi-unit residential project at the Mayfair Mall is recommended for approval.

B. Background/Options

The City of Wauwatosa received an application from Barrett Lo for financial assistance through Tax Increment Financing (TIF) to assist with financing a portion of the eligible costs related to the construction of an approximate 463-unit apartment complex at the Mayfair Mall. Construction is scheduled to begin in late 2025 and last 30-36 months.

Included in the proposed term sheet is the requirement that the Developer hire or sub-contract with firms registered as Disadvantaged Business Enterprises with Milwaukee County or the State of Wisconsin Department of Transportation to complete 25% of the construction and professional services work. In addition, the developer is required to set a goal of hiring 25% of their additional construction work force from distressed zip codes within Milwaukee County.

City staff do not have capacity or technical knowledge to do this type of monitoring. In 2021, three firms with experience in southeast Wisconsin were solicited to provide proposals. Only Prism Technical submitted a proposal. The City has worked with Prism on three projects through completion including the MSP project at the Mayfair Collection for which a final report was provided on December 3, 2024. Given the excellent work Prism has completed to date and the desire for continuity, staff asked Prism to submit a proposal for this project as well which is attached. Prism is the premier firm that does this type of work with an excellent track record of working collaboratively with developers, construction firms and labor unions to ensure a best effort to reach these goals since

1995. Prism has a lifetime achievement record exceeding workforce and business diversity goals/requirements of nearly 98% - on over 40 multi-million-dollar projects in WI, MI, PA, and TX. They have worked with numerous governments including the City of Milwaukee and Milwaukee Public School and on such high-profile projects as The Deer District and Northwestern Mutual downtown tower. They have also worked with many of the regions prominent developers and are themselves a DBE firm.

Prism brings the knowledge and networks to provide more than just monitoring services. They develop a "Participation and Inclusion Plan" with the developer based on their in-depth knowledge of what DBE capacity is available in each of the trade disciplines required to complete the project. In addition, working with Prism on this TIF project will have the ancillary benefit of helping City staff identify DBE firms that could be utilized on non-TIF projects and help our continued procurement equity goals. Prism also has excellent contacts within the workforce development community which will be especially helpful as this is a non-union project which makes meeting the workforce development goals more difficult. Lastly, Prism has worked with the Barret Lo development team on the Couture project which had and met procurement equity goals.

As the contract exceeds \$50,000, it requires Common Council approval. While this contract amount is higher than previous contacts, that is due to the longer construction length. Below are the details by year which are comparable to prior projects. In addition, the hourly billable rates are included in the proposal which are competitive with other consultants.

FEE

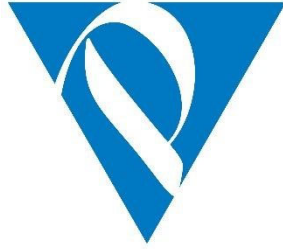
Inclusion Program Development and Monitoring Fee Yr 1	\$62,722.88	net all
Monitoring Fee Yr 2	\$59,240.18	net all
Monitoring Fee Yr 3	\$66,897.70	net all
Estimated LCPtracker cost* Dec 2025 – Nov 2028 (three yrs) based on the \$141.8 million construction cost	\$38,725.15	Estimate
Total not to exceed fee and Software cost estimate for 36 months	\$227,585.92	Net all

C. Fiscal Impact

The cost of the contract is \$227,585.92. This on a not-to-exceed basis and will be billed as time and materials. These costs will be funded by the increment generated by the Barret Lo project.

D. Recommendation

I recommend approval of the contract with Prism Technical. I also recommend a level three fund transfer to establish a budget for the contract to be paid for with TIF 15 funds.



MAYFAIR
Appartments

BARRETT | LO
VISIONARY DEVELOPMENT

WAUWATOSA Proposal

Project Inclusion Monitoring



October 31, 2024

Mr. John Ruggini, Finance Director

City of Wauwatosa

7725 West North Ave

Wauwatosa WI 53213

Subject: Proposal Response for Inclusion Plan and Monitoring Services

Reference: **Barrett-Lo Visionary Development (BLVD)/ Mayfair Apartments**

John:

Thank you for the opportunity to submit a proposal to provide Inclusion and monitoring services for the referenced project.

PROJECT UNDERSTANDING

1. Developer/BLVD – located in the City of Milwaukee is seeking to build a multi- phased apartment complex on the Mayfair Mall grounds.
2. This proposal is strictly for Phase I of this development project which will consist of approximately 463 residential units and 9,970 sq. ft. of “grey shell” retail space with enough parking to accommodate the residents of this phase. in a structure or structures to be agreed upon by the City of Wauwatosa and the Mayfair mall owners. Parking will include no less than 131 dedicated retail parking spaces for use as retail parking
3. Additionally, Phase I may be developed under multiple legal entities; however, it will be built and monitored as one construction/development project.
4. Construction is scheduled to begin by December 2025 with Phase I lasting 30-36 months.
5. The project goals will be the City of Wauwatosa goals of 25% of contracting dollars with DBE certified firms for Professional Services (to the extent hired after the agreement date), 25% of contracting dollars with DBE firms for Construction Services (to the extent hired after the agreement date), and 25% of all new hire hours for construction trade labor will be from Targeted workers following the Wauwatosa inclusion program for workers residing in Distressed Milwaukee County Zip codes or low-income Milwaukee County residents. This project is a market rate development without WHEDA or other government funding and therefore does not have additional inclusion goals or requirements.
6. The total estimated project cost for this phase of the development is currently \$178,125,004 with hard cost (construction cost) of \$141.8 million.

ABOUT THIS PROPOSAL

- A. This proposal is an offer to provide consulting services to Wauwatosa (Tosa) to Monitor the business contracting and Targeted new hire workforce in compliance with the Tosa plan, and to assist the Barrett-Lo Visionary Development team , along with its selected General Contractor (GC) and other trade partners with meeting the project goals. While we are very familiar with this Developer, we are unaware of the Developer’s choice of a GC, therefore we have included both a workforce and business outreach event for the project, if necessary, to be held in an appropriate location in Wauwatosa or Milwaukee. Should this not be necessary, there would be a net cost savings.
- B. We plan to use the same Project Inclusion Plan provided to Wingspan Development Group, changing only the Developer’s name and project description. We do not anticipate making any changes to the structure of the LCPtracker software platform developed for your designated workforce inclusion program. When and if additional phases are initiated, we will need to add costs to extend our software agreement and cover the added work.
- C. While Prism will provide direction as requested, the Developer, its contractors, and vendors are solely responsible for achieving the Wauwatosa inclusion program goals.
- D. Prism will collect contract and payment data monthly via email from the development team and its contractors, while workforce data will be collected via LCPtracker.

PARTICIPATION PROGRAM

BUSINESS INCLUSION GOALS

- **Professional Services expenditures:** 25% with Certified Disadvantaged Business Enterprises (DBE). Certification must come from a Wisconsin governmental entity. Firms certified by other States under the USDOT Unified Certification Program should apply for Wisconsin DBE status. It is typically reciprocal, free, and quick.
- **Construction Service expenditures:** 25% with Certified Disadvantaged Business Enterprises (DBE) Certification must come from a Wisconsin governmental entity. Firms certified by other States under the USDOT Unified Certification Program should apply for Wisconsin DBE status. It is typically reciprocal, free, and quick.

WORKFORCE INCLUSION

- **Wauwatosa:** 25% of all newly hired worker hours will be completed by workers from Distressed Zip Codes within Milwaukee County or as otherwise defined by the City of Wauwatosa. This allows workers from low-income Milwaukee County families to qualify, regardless of the person's actual residential zip code.

SCOPE OF SERVICES & DELIVERABLES

1. Prism will make limited and possibly no modifications to the Project Inclusion Plan, authorized by the City of Wauwatosa, to clarify language to aid in contractor compliance working with the Developer.
2. If requested, Prism will host a DBE service provider Meet and Greet for contractors and professional service firms to facilitate building relationships. Such meetings may be in person or virtually, with the sole purpose of introducing the Barrett-Lo Development team and/or any previously chosen partners –CM, GC, or Prime Trade Contractors to local contractors.
3. Prism plans to connect the development team and its contractors with agencies that provide construction training and skilled labor such as WRTP/BIGSTEP, Employ Milwaukee, and other local trade worker training and service providers if necessary
4. Prism will need up to three months to close out the project upon substantial completion to confirm contractor closeouts and write the final inclusion report.
5. This project has been quoted to systematically require DBE and workforce interviews quarterly. Prism will conduct one to two DBE interviews and 2-to 3 workforce interviews, quarterly, to share information with the City directly from impacted workers and DBE business owners. We will work with the City to ensure we ask specific questions of interest to the administration and elected officials.

METHODOLOGY

- Meet with the BLVD team to begin crafting any edits to the Project Inclusion Plan (PIP), as approved by the City of Tosa.
- Obtain project schedule containing key project milestones.
- Create the modified PIP – If necessary
- Deploy LCPtracker to appropriately track worker hours from Distressed Zip codes or income-eligible workers regardless of zip codes.
- Prism to track contractor payments via email with the GC.
- Alert local training agencies of the major project milestones and the need for workers.

FEE

Inclusion Program Development and Monitoring Fee Yr 1	\$62,722.88	net all
Monitoring Fee Yr 2	\$59,240.18	net all
Monitoring Fee Yr 3	\$66,897.70	net all
Estimated LCPtracker cost* Dec 2025 – Nov 2028 (three yrs) based on the \$141.8 million construction cost	\$38,725.15	Estimate
Total not to exceed fee and Software cost estimate for 36 months	\$227,585.92	Net all

**Software cost is a pass-through without a Prism markup. The cost estimate for LCPtracker is based on the 2024 LCPtracker annual fee for projects between \$100,000,000 and \$250,000,000, increased by 5% each year. LCPtracker determines the annual fee based on the project cost.*

Staff Billable rate use in this proposal

Staff	Title / Roles	<u>Yr1</u>	<u>Y2</u>	<u>Yr3</u>
Randy Crump	CEO / Project Executive	\$216.10	\$225.58	\$229.26
Joann Crump	CAO/ Chief Adm / Budget Control	\$125.87	\$129.65	\$133.54
Taylor Franklin	PM / Project Manager	\$87.50	\$90.12	\$92.83
Charles Benn	PC / Project Coordinator / DBE Lead	\$83.55	\$86.05	\$88.64
Gabrielle Shieffield	PA / Project Assistant / Workforce Lead	\$75.75	\$78.02	\$80.36

Prism staff rates are estimated based on new projects booked after 2023, marked up 5 % for Dec 2025
 marked up 3% for Dec 2026
 marked up 3% for Dec 2027

Projected Hours

Staff	Title / Roles	<u>Yr1</u>	<u>Y2</u>	<u>Yr3</u>
Randy Crump	CEO / Project Executive	68	54	66
Joann Crump	CAO / Chief Adm / Budget Control	63	59	61
Taylor Franklin	PM / Project Manager	176	166	184
Charles Benn	PC / Project Coordinator / DBE Lead	156	150	158
Gabrielle Shieffield	PA / Project Assistant / Workforce Lead	154	150	156

Sincerely,

Randy Crump
 CEO

Ps. We are happy to revisit the built-in inflationary rates mid-2025.



Staff Report

File #: 24-1674

Agenda Date: 12/10/2024

Agenda #: 7.

Update on American Rescue Plan projects spending through 2024 Q3 and recommendation for approval of Memorandums of Understanding to obligate remaining funds

Submitted by:

John Ruggini

Department:

Finance Department

A. Issue

In 2021 the Congress passed the American Rescue Plan Act (ARPA) that included funds for state and local governments to mitigate the impact of the pandemic. On March 15, 2022 the Common Council approved the allocation of \$24,663,875 in funds that the City received. Funds must be obligated by 12/31/24 and spent by 12/31/26.

Obligating funds does not mean more funds are being provided. It simply means that the funds are officially committed for that purpose and with only a few exceptions, cannot be reassigned.

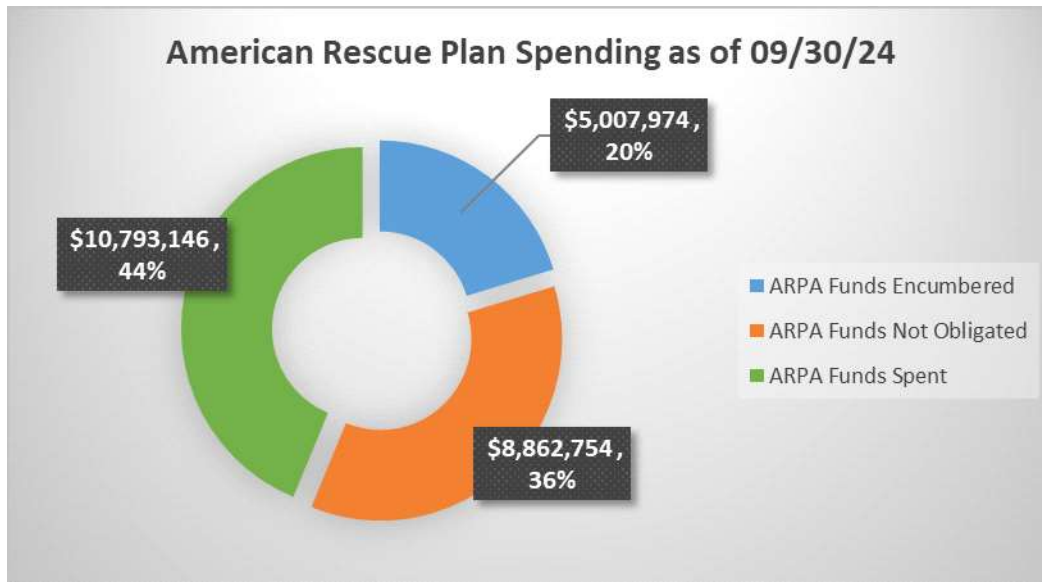
B. Background/Options

Wauwatosa received a total of \$24,663,875 in American Rescue Plan Act (ARPA) funds which are intended to support the efforts of local governments in their response to and recovery from the COVID-19 pandemic. The City implemented a robust public engagement process that included internal stakeholder engagement and extensive external engagement with community meetings, interviews, and online feedback opportunities. The Common Council allocated \$24,663,875 in ARPA funds among seven program areas including:

- COVID response
- General Government/Administration
- Equity
- Infrastructure
- Mental Health
- Parks
- Small Business Support & Development

For more information on the funded projects, please see www.wauwatosa.net/ARPA

The City is required to file quarterly reports with the Department of Treasury on the status of its spending of ARPA funds. As of September 31, 2024, 44% of the funds had been spent and an additional 20% were encumbered as depicted in the graph below.



As of 9/30/24 \$8.9 million in funding remains to be obligated by the end of this year. Since then, the City issued a contract for the Westside Pump Station for \$4,394,790. That and along with smaller obligations reduces the total remaining to be obligated by the end of the year to be approximately \$3.3 million

The Treasury Department recently provided guidance that local governments could obligate funds by adopting Memorandum of Understandings between the officially designated recipient (the Mayor's Office) and the department responsible for spending the funds. Obligating funds does not mean more funds are being provided. It simply means that the remaining budgeted funds are officially committed for that purpose and with only a few exceptions, cannot be reassigned. 6 departments require Memorandums to obligate remaining funds:

- **Library Board**
 - **Total Amount \$150,310**
 - **Purpose: Approved Equity Collection project.**
 - **No change to scope or budget.**
- **Public Works Department**
 - **Total Amount: \$350,000**
 - **Purpose: Approved 116th Street Park project.**
 - **No change to scope or budget.**
- **Health Department**
 - **Total Amount \$1,600,000**
 - **Purpose: Approved mental health related projects**
 - **No change to scope or budget.**
- **Finance Department**
 - **Total Amount \$22,000**
 - **Purpose: Approved reporting and auditing project**
 - **No change to scope or budget.**

- **Community Development Authority**
 - **Total amount: \$1,405,000**
 - **Purpose: See below**
 - **Change to scope. No change to overall budget.**

As part of its plan to spend down funds by 12/31/26, the Development Department on behalf of the Community Development Authority is recommending expanding the scope of their current home repair project and reallocating remaining funds from project 9963 - CDA SMALL BUSINESS BUILDING IMPROVEMENT.

1. Small Business Support Program (\$100,000, unrestricted):
 - a. Funds will aid small businesses through activities such as grants to assist with building renovations, equipment purchases and professional services, startup/expansion working capital, and redevelopment efforts with a catalytic impact. Additionally, funds can be used for promotional and outreach efforts and networking events.
 - b. Serve up to 12 small businesses with direct financial assistance awards through a combination of the grant programs; promotional, outreach and networking activities will target small businesses city-wide.
2. Wauwatosa Housing Rehabilitation Program (\$1,190,000):
 - a. Funds will continue to be used to support Wauwatosa Housing Rehabilitation Program
 - b. Funds may also be used to support the ARPA Affordable Housing Program, described below.
3. Affordable Housing Program (\$115,000):
 - a. Funds will support community housing needs and may include, but are not limited to: supporting a Community Land Trust, site acquisition for affordable housing (possibly Habitat for Humanity), provide grants for lead pipe replacement, and to assist the development of Accessory Dwelling Units

The budgeted amounts in parenthesis are intended as estimates and the Community Development Authority would have the ability to move funds between the three programs.

To comply with the federal obligation deadline of 12/31/24, Memorandum of Understandings are attached between each of the departments above and the Mayor's Office.

Lastly, we are also recommend designating the Center Street Utility component of project 1024 which is already completed as an ARPA eligible project. In the event we have unspent funds, under certain circumstances, we may be able to retroactively assign those funds to this project so as not to have to return them to the Treasury.

C. Strategic Plan (Area of Focus)

Use of ARPA funds support all five priority areas of the Strategic Plan.

D. Fiscal Impact

There is no fiscal impact as these funds are already budgeted.

E. Recommendation

I recommend the approval of Memorandums of Understanding as described in this memo and attached between the Mayor's Office and the following departments: Health, Public Works, Finance as well as the Community Development Authority and Library Board. In addition, I recommend designation of the Center Street Utilities as part of project 1024 an American Rescue Plan Act eligible project.

Project	Budget	Revised Budget	Spent through 9/30/24	Already Obligated	To be Spent in 2024	Remaining to be obligated
COVID Response						
9970 - COVID-19 MITIGATION & PANDEMIC PLAN	100,470	71,643	71,643	71,643	-	0
9967 - ELECTRONIC HEALTH RECORDS	185,000	190,299	74,800	125,433		64,866
9947 - VACCINATION INCENTIVES	17,379	-	17,379	17,379	-	-
Equity						
9966 - LIBRARY EQUITY COLLECTION	272,000	-	121,690	121,690	20,408	129,902
Senior Ride Program through Hart Park Senior Center	-	-	NA	-		-
9971 - WAUWATOSA HOUSING REHABILITATION PR AFFORDABLE HOUSING	1,750,000	-	564,313	564,313	185,687	1,000,000
	-	114,784	-			114,784
General Govt/Admin						
9955 - 2021 GENERAL GOVERNMENT COLA	613,115	-	613,115	613,115	-	(0)
9983 - 2022-2026 BUDGET STABILIZATION	1,610,000	-	1,138,000	1,138,000	472,000	-
Contingency	229,898	0	NA	-	-	0
9946 - PUBLIC ENGAGEMENT FOR ARPA PROJECTS	94,500	-	94,500	94,500	-	-
9981 - REPORTING & ADMINISTRATIVE SERVICES	90,000	-	63,203	77,971	-	12,029
Infrastructure						
1022 - 2022 PAVING PROGRAM	1,000,852	-	1,000,852	1,000,852	-	(0)
9964 - HYBRID MEETING TECHNOLOGY FOR MEETI	35,000	-	24,998	24,998	10,002	(0)
5114 - MAYFAIR ROAD WATER MAIN LINING	1,975,000	1,915,000	186,564	1,915,000		(0)
5112 - POTTER RD SOLAR PHOTOVOLTAIC SYSTEM	375,000	-	112,500	375,000		-
5022 - POTTER RD WATER MAIN RELAY	2,374,148	2,418,693	1,289,108	2,418,693		0
6624 - Fire Station Sleeping Area Remodel	702,697	-	686,536	702,697		-
1024 - Center Street		447,455	-	447,455	-	-
Update and Secure SCADA Control Computers	80,000	0	-	-		0
5113 - WEST ZONE PUMPING STATION	5,250,000	4,898,000	390,315	4,879,781		18,219
5111 - WESTSIDE WATER PUMPING STATION	12,000	-	12,000	12,000		-
Mental Health						
Community Health Workers to Address Youth Mental Health	-	-	-	-		
9962 - PUBLIC HEALTH SOCIAL WORKER	601,000	-	293,915	293,915	54,026	253,060
9968 - SCHOOL SOCIAL WORKERS	921,960	609,930	392,668	392,668	52,791	164,470
9969 - SUBSTANCE USE PREVENTION & HARM RED	563,879	912,681	219,621	231,101	67,079	614,502
9987 - PUBLIC HEALTH STRATEGIST	86,275	483,890	-	-	-	483,890
Parks						
8036 - REMODEL MUELLNER BUILDING	2,070,000	-	1,750,326	2,070,000		(0)
8045 - 116TH STREET PARK	2,361,490	-	597,672	2,015,800		345,690
Small Business						
9953 - ART64	78,442	-	78,442	78,442		-
9963 - CDA SMALL BUSINESS BUILDING IMPROVEMENT	500,000	285,216	285,216	285,216	-	-
SMALL BUSINESS SUPPORT		100,000	-			100,000
9952 - RESTAURANT WEEK	24,842	-	24,842	24,842		-
9957 - SMALL BUSINESS PROGRAM	505,812	-	505,812	505,812		(0)
9951 - TOURISM MARKETING	123,116	-	123,116	123,116		-
9979 - VILLAGE BID DISTRICT	60,000	-	60,000	60,000		-
Grand Total	24,663,875		10,793,146	20,681,432	861,993	3,301,411

MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BETWEEN CITY DEPARTMENTS FOR SMALL BUSINESS SUPPORT, PROJECT [XXXX], WAUWATOSA HOUSING REHABILITATION PROGRAM, PROEJCT 9971, AND AFFORDABLE HOUSING PROGRAM, PROJECT XXXX

1. **Cooperating Departments.** This Agreement is entered into between the City Wauwatosa Mayor’s Office Department (Mayor), as recipient of the United States Department of the Treasury ARPA State and Local Coronavirus Fiscal Recovery (SLFRF) Funds Allocation provided to City of Wauwatosa and the Wauwatosa Community Development Authority (CDA).
2. **Authority.** SLFRF Funds Allocation FAQ 17 Obligation, specifically 17.6 MOU agreement requirements for the City. The agreement must **either**:
 - a. “Impose conditions on the use of funds by the agency, department, or part of the government receiving funds to carry out the program;
 - b. governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
 - c. it governs the procurement of goods or services by one agency, department, or part of government from another.”
3. **Eligibility Statement.** The US Department of the Treasury authorizes the City to expend ARPA SLFRF funds awarded to the City for numerous eligible purposes as outlined in the Final Rule which include Government Services up to the amount of lost revenues. Eligibility for this program was determined under the Final rule using Expenditure Category 6.1 Provision of Government Services.
4. **Purpose.** Pursuant to the City of Wauwatosa Common Council Resolution 55-11/23, “Approval of Departmental Memorandums of Understanding for Obligation of American Rescue Plan Funds”, the Common Council is authorizing the use of ARPA funds by the Community Development Authority for Small Business Support, Housing Rehabilitation, and Affordable Housing programs.
5. **Term of the Agreement.** The term of the agreement shall commence on the execution of the MOU and go through December 31, 2026 or earlier if the project is complete.
6. **Scope of Work/Deliverables.**
 - a. **Small Business Support Program:**
 - i. Funds will aid small businesses through activities such as grants to assist with building renovations, equipment purchases and professional services, startup/expansion working capital, and redevelopment efforts with a catalytic impact. Additionally, funds can be used for promotional and outreach efforts and networking events.
 - ii. Serve up to 12 small businesses with direct financial assistance awards through a combination of the grant programs; promotional, outreach and networking activities will target small businesses city-wide.
 - b. **Wauwatosa Housing Rehabilitation Program:**
 - i. Funds will continue to be used to support Wauwatosa Housing Rehabilitation Program.
 - ii. Funds may also be used to support the ARPA Affordable Housing Program, described below.

c. Affordable Housing Program:

- i. Funds will support community housing needs and may include, but are not limited to: supporting a Community Land Trust, site acquisition for affordable housing (possibly Habitat for Humanity), provide grants for lead pipe replacement, and to assist the development of Accessory Dwelling Units.

7. Funding.

- a. **Source.** This agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds (SLFRF) as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), up to the amount outlined below.
- b. **Amount.** The amount for 2025-2026 is not to exceed the budget in 2024 which currently would be \$1,405,000. This MOU would allow for a change order to the budget should it be needed but approved through the standard City of Wauwatosa budget modification process (see Section d and Article 9.).
- c. **Payment Terms.** Since this MOU is between Administration and the Community Development Authority (CDA) and both are within the City of Wauwatosa organization, the expenses associated with this MOU shall be budgeted to and charged to ARPA grant accounts, rather than establishing separate accounts within the CDA. The CDA hereby agrees to work cooperatively with the Finance Department for payments to be processed. Payment is conditioned upon meeting the scope of work and deliverables as outlined in Article 6, Section a-c of this agreement.
- d. **Cost Increases.** This Agreement specifically allows for increased costs such as change orders and contingencies through the expenditure period consistent with Treasury's Final Rule FAQ 17.16, such increases shall be processed as amendments to this agreement.
 - i. Any funding amount modifications must be made consistent with City of Wauwatosa Purchasing and Fund Transfer policies, and Treasury Final Rule FAQ 17.16.

8. Termination.

- a. **Termination for Convenience:** Either department may, upon 30-day notice, for any reason, elect to terminate this Agreement.
- b. **For Cause.** Either Department may elect to terminate this agreement in the event of a failure to deliver services or a material breach of this Agreement.

9. **Amendments.** All changes that are mutually agreed by and between the departments, including increase or decrease in the amounts to be funded under this agreement shall be in writing and designated as written amendments to this agreement.

10. Federal Contract Terms and Conditions:

- a. **Federal Contract Terms and Conditions.** In the event of a conflict between the terms in this Article and the terms of other articles of the Agreement, the terms of this Article shall govern. The parties accept and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.
- b. **Federal Agency Seal, Logo, and Flags.** The Organization shall not use the federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of federal agency official without specific federal agency pre-approval.
- c. **Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Organization, or any other party pertaining to any matter resulting from the Agreement.

- d. Debarment and Suspension.** The Organization represents and warrants that, as of the effective date of the Agreement, neither the Organization nor any subcontractor performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the Organization or any subcontractor performing work at any tier is included on the federally debarred bidder's list, the Organization shall notify the City immediately.
- e. Record Retention.** The Organization agrees it will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Organization further certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Organization will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- f. Procurement of Recovered Materials.** The Organization represents and warrants that in its performance under the Agreement, the Organization shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g. Clean Air Act and Federal Water Pollution Control Act.** The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Organization certifies the following:
- i.** No federal appropriated funds have been paid or will be paid, by or on behalf of the Organization to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - ii.** If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii.** The Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant

or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Organization to be submitted to the City.

- i. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Organization must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Organization is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- j. **Domestic (U.S.) Procurement Preference (2 CFR § 200.322).** Organization should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- k. **False Statements.** Organization understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- l. **Discrimination. Statutes and regulations prohibiting discrimination applicable to the award include, without limitation, the following:**
 - i. **Civil Rights.** The Organization and subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - ii. **Age Discrimination.** The Organization and subcontractor shall comply with The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v.
 - iii. **Americans with Disabilities.** The Organization and subcontractor shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- m. **Clean Air and Water Act.** Organization and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387).
- n. **Publications.** Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported in whole or part, by federal award number 21.027 awarded to Wauwatosa City by the U.S. Department of the Treasury. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

- o. Federal Drug Free Workplace.** Organization and subcontractor agree to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- p. Increasing Seat Belt Use in the United States.** Organization and subcontractor agree to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- q. Reducing Text Messaging While Driving.** Organization and subcontractor agree to adopt and enforce policies that ban text messaging while driving, and should also establish workplace safety policies to decrease accidents caused by distracted drivers.
- r. Conflict of Interest.** Both parties to this Agreement mutually represent and warrant the following:
 - i. Conflict of Interest Policy.** Since both parties are members of the Wauwatosa City organization, they are governed by the Wauwatosa City Code of Ordinances 15-802 “Ethical standards for Employees.”
 - ii. No Current or Prior Conflict of Interest.** That parties have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this agreement. If such conflict arises, parties must immediately disclose the conflict. In the event of a conflict, any remedies including termination of the agreement are available.

For Wauwatosa Mayors Office:

Signature _____

Date: _____

Dennis McBride, Mayor

For City of Wauwatosa Community Development Authority

Signature _____

Date: _____

Mark Hammond, Executive Director

MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BETWEEN CITY DEPARTMENTS FOR REPORTING & ADMINISTRATIVE SERVICES, PROJECT 9981

1. **Cooperating Departments.** This Agreement is entered into between the City Wauwatosa Mayor’s Office Department (Mayor), as recipient of the United States Department of the Treasury ARPA State and Local Coronavirus Fiscal Recovery (SLFRF) Funds Allocation provided to City of Wauwatosa and the Finance Department
2. **Authority.** SLFRF Funds Allocation FAQ 17 Obligation, specifically 17.6 MOU agreement requirements for the City. The agreement must **either**:
 - a. “Impose conditions on the use of funds by the agency, department, or part of the government receiving funds to carry out the program;
 - b. governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
 - c. it governs the procurement of goods or services by one agency, department, or part of government from another.”
3. **Eligibility Statement.** The US Department of the Treasury authorizes the City to expend ARPA SLFRF funds awarded to the City for numerous eligible purposes as outlined in the Final Rule which include Government Services up to the amount of lost revenues. Eligibility for this program was determined under the Final rule using Expenditure Category 7.1 Administrative Expenses.
4. **Purpose.** Pursuant to the City of Wauwatosa Common Council Resolution 24-XXX “Approval of Departmental Memorandums of Understanding for Obligation of American Rescue Plan Funds”, the Common Council is authorizing the use of ARPA funds by the Finance Department for Reporting and compliance support for ARPA federal reporting.
5. **Term of the Agreement.** The term of the agreement shall commence on the execution of the MOU and go through December 31, 2026 or earlier if the project is complete.
6. **Scope of Work/Deliverables.**
 - a. On going third-party consultant and auditor support to assist the Finance Department with regulatory compliance as set forth by the Treasury Department for the spending of American Rescue Plan Act funds.
7. **Funding.**
 - a. **Source.** This agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds (SLFRF) as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), up to the amount outlined below.
 - b. **Amount.** The amount for 2025-2026 is not to exceed the budget in 2024 which currently would be [ENTER AMOUNT]. This MOU would allow for a change order to the budget should it be needed but approved through the standard City of Wauwatosa budget modification process (see Section d and Article 9.).
 - c. **Payment Terms.** Since this MOU is between Administration and Finance and both are within the City of Wauwatosa organization, the expenses associated with this MOU shall be budgeted to and charged to ARPA grant accounts, rather than establishing separate accounts within the Finance department.

[DEPT]hereby agrees to work cooperatively with the Finance Department for payments to be processed. Payment is conditioned upon meeting the scope of work and deliverables as outlined in Article 6, Section a-c of this agreement.

- d. **Cost Increases.** This Agreement specifically allows for increased costs such as change orders and contingencies through the expenditure period consistent with Treasury’s Final Rule FAQ 17.16, such increases shall be processed as amendments to this agreement.
 - i. Any funding amount modifications must be made consistent with City of Wauwatosa Purchasing and Fund Transfer policies, and Treasury Final Rule FAQ 17.16.

8. Termination.

- a. **Termination for Convenience:** Either department may, upon 30-day notice, for any reason, elect to terminate this Agreement.
- b. **For Cause.** Either Department may elect to terminate this agreement in the event of a failure to deliver services or a material breach of this Agreement.

9. **Amendments.** All changes that are mutually agreed by and between the departments, including increase or decrease in the amounts to be funded under this agreement shall be in writing and designated as written amendments to this agreement.

10. Federal Contract Terms and Conditions:

- a. **Federal Contract Terms and Conditions.** In the event of a conflict between the terms in this Article and the terms of other articles of the Agreement, the terms of this Article shall govern. The parties accept and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.
- b. **Federal Agency Seal, Logo, and Flags.** The Organization shall not use the federal agency’s seal(s), logos, crests, or reproductions of flags or likenesses of federal agency official without specific federal agency pre-approval.
- c. **Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Organization, or any other party pertaining o any matter resulting from the Agreement.
- d. **Debarment and Suspension.** The Organization represents and warrants that, as of the effective date of the Agreement, neither the Organization nor any subcontractor performing work under this Agreement (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Agreement term the Organization or any subcontractor performing work at any tier is included on the federally debarred bidder’s list, the Organization shall notify the City immediately.
- e. **Record Retention.** The Organization agrees it will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Organization further certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Organization will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- f. **Procurement of Recovered Materials.** The Organization represents and warrants that in its performance under the Agreement, the Organization shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- g. Clean Air Act and Federal Water Pollution Control Act.** The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Organization certifies the following:

 - i.** No federal appropriated funds have been paid or will be paid, by or on behalf of the Organization to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - ii.** If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii.** The Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Organization to be submitted to the City.
- i. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Organization must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Organization is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- j. Domestic (U.S.) Procurement Preference (2 CFR § 200.322).** Organization should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- k. False Statements.** Organization understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- l. Discrimination. Statutes and regulations prohibiting discrimination applicable to the award include, without limitation, the following:**
- i. Civil Rights.** The Organization and subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - ii. Age Discrimination.** The Organization and subcontractor shall comply with The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v.
 - iii. Americans with Disabilities.** The Organization and subcontractor shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- m. Clean Air and Water Act.** Organization and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387).
- n. Publications.** Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported in whole or part, by federal award number 21.027 awarded to Wauwatosa City by the U.S. Department of the Treasury. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”
- o. Federal Drug Free Workplace.** Organization and subcontractor agree to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- p. Increasing Seat Belt Use in the United States.** Organization and subcontractor agree to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- q. Reducing Text Messaging While Driving.** Organization and subcontractor agree to adopt and enforce policies that ban text messaging while driving, and should also establish workplace safety policies to decrease accidents caused by distracted drivers.
- r. Conflict of Interest.** Both parties to this Agreement mutually represent and warrant the following:
- i. Conflict of Interest Policy.** Since both parties are members of the Wauwatosa City organization, they are governed by the Wauwatosa City Code of Ordinances 15-802 “Ethical standards for Employees.”
 - ii. No Current or Prior Conflict of Interest.** That parties have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this agreement. If such conflict arises, parties must immediately disclose the conflict. In the event of a conflict, any remedies including termination of the agreement are available.

Signature _____

Date: _____

Dennis McBride, Mayor

For City of Wauwatosa Department of Finance:

Signature _____

Date: _____

John Ruggini, Finance Director

MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BETWEEN CITY DEPARTMENTS FOR

THE 116th Street Park, PROJECT 8045

1. **Cooperating Departments.** This Agreement is entered into between the City Wauwatosa Mayor's Office Department (Mayor), as recipient of the United States Department of the Treasury ARPA State and Local Coronavirus Fiscal Recovery (SLFRF) Funds Allocation provided to City of Wauwatosa and the Department of Public Works
2. **Authority.** SLFRF Funds Allocation FAQ 17 Obligation, specifically 17.6 MOU agreement requirements for the City. The agreement must **either**:
 - a. "Impose conditions on the use of funds by the agency, department, or part of the government receiving funds to carry out the program;
 - b. governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
 - c. it governs the procurement of goods or services by one agency, department, or part of government from another."
3. **Eligibility Statement.** The US Department of the Treasury authorizes the City to expend ARPA SLFRF funds awarded to the City for numerous eligible purposes as outlined in the Final Rule which include Government Services up to the amount of lost revenues. Eligibility for this program was determined under the Final rule using Expenditure Category 6.1 Provision of Government Services.
4. **Purpose.** Pursuant to the City of Wauwatosa Common Council Resolution 55-11/23, "Approval of Departmental Memorandums of Understanding for Obligation of American Rescue Plan Funds", the Common Council is authorizing the use of ARPA funds by Public Works for development of a new City park at the southeast corner of 116th & Gilbert
5. **Term of the Agreement.** The term of the agreement shall commence on the execution of the MOU and go through December 31, 2026 or earlier if the project is complete.
6. **Scope of Work/Deliverables.** Development of a new City park at the southeast corner of 116th & Gilbert which was identified in the City's Redevelopment District #1 Project Plan and the Active Tosa plan as a site for a new City park. Conceptual planning for the park was completed in 2021/22 and approved by the Parks & Forestry Board. The plan includes walking trails, a sledding hill, a playground (which could be multi-generational), a pavilion, and mountain bike pump track which are all identified as need within the Active Tosa plan..
7. **Funding.**
 - a. **Source.** This agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds (SLFRF) as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), up to the amount outlined below.
 - b. **Amount.** The amount for 2025-2026 is not to exceed the budget in 2024 which currently would be [ENTER AMOUNT]. This MOU would allow for a change order to the budget should it be needed but approved through the standard City of Wauwatosa budget modification process (see Section d and Article 9.).

- c. **Payment Terms.** Since this MOU is between Administration and Public Works and both are within the City of Wauwatosa organization, the expenses associated with this MOU shall be budgeted to and charged to ARPA grant accounts, rather than establishing separate accounts within the Public Works department. Public Works hereby agrees to work cooperatively with the Finance Department for payments to be processed. Payment is conditioned upon meeting the scope of work and deliverables as outlined in Article 6, Section a-c of this agreement.
- d. **Cost Increases.** This Agreement specifically allows for increased costs such as change orders and contingencies through the expenditure period consistent with Treasury's Final Rule FAQ 17.16, such increases shall be processed as amendments to this agreement.
 - i. Any funding amount modifications must be made consistent with City of Wauwatosa Purchasing and Fund Transfer policies, and Treasury Final Rule FAQ 17.16.

8. Termination.

- a. **Termination for Convenience:** Either department may, upon 30-day notice, for any reason, elect to terminate this Agreement.
- b. **For Cause.** Either Department may elect to terminate this agreement in the event of a failure to deliver services or a material breach of this Agreement.

9. **Amendments.** All changes that are mutually agreed by and between the departments, including increase or decrease in the amounts to be funded under this agreement shall be in writing and designated as written amendments to this agreement.

10. Federal Contract Terms and Conditions:

- a. **Federal Contract Terms and Conditions.** In the event of a conflict between the terms in this Article and the terms of other articles of the Agreement, the terms of this Article shall govern. The parties accept and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.
- b. **Federal Agency Seal, Logo, and Flags.** The Organization shall not use the federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of federal agency official without specific federal agency pre-approval.
- c. **Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Organization, or any other party pertaining to any matter resulting from the Agreement.
- d. **Debarment and Suspension.** The Organization represents and warrants that, as of the effective date of the Agreement, neither the Organization nor any subcontractor performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the Organization or any subcontractor performing work at any tier is included on the federally debarred bidder's list, the Organization shall notify the City immediately.
- e. **Record Retention.** The Organization agrees it will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Organization further certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Organization will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- f. Procurement of Recovered Materials.** The Organization represents and warrants that in its performance under the Agreement, the Organization shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g. Clean Air Act and Federal Water Pollution Control Act.** The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Organization certifies the following:
- i.** No federal appropriated funds have been paid or will be paid, by or on behalf of the Organization to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - ii.** If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii.** The Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Organization to be submitted to the City.
- i. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Organization must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Organization is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- j. Domestic (U.S.) Procurement Preference (2 CFR § 200.322).** Organization should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States, and (2) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- k. False Statements.** Organization understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- l. Discrimination. Statutes and regulations prohibiting discrimination applicable to the award include, without limitation, the following:**
 - i. Civil Rights.** The Organization and subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - ii. Age Discrimination.** The Organization and subcontractor shall comply with The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v.
 - iii. Americans with Disabilities.** The Organization and subcontractor shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- m. Clean Air and Water Act.** Organization and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387).
- n. Publications.** Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported in whole or part, by federal award number 21.027 awarded to Wauwatosa City by the U.S. Department of the Treasury. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”
- o. Federal Drug Free Workplace.** Organization and subcontractor agree to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- p. Increasing Seat Belt Use in the United States.** Organization and subcontractor agree to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- q. Reducing Text Messaging While Driving.** Organization and subcontractor agree to adopt and enforce policies that ban text messaging while driving, and should also establish workplace safety policies to decrease accidents caused by distracted drivers.
- r. Conflict of Interest.** Both parties to this Agreement mutually represent and warrant the following:
 - i. Conflict of Interest Policy.** Since both parties are members of the Wauwatosa City organization, they are governed by the Wauwatosa City Code of Ordinances 15-802 “Ethical standards for Employees.”
 - ii. No Current or Prior Conflict of Interest.** That parties have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this agreement. If such conflict arises, parties must immediately disclose the conflict. In the event of a conflict, any remedies including termination of the agreement are available.

For Wauwatosa Mayors Office:

Signature _____

Date: _____

Dennis McBride, Mayor

For City of Wauwatosa City Department of Public Works:

Signature _____

Date: _____

Dave Simpson, Director of Public Works

MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BETWEEN CITY DEPARTMENTS FOR

THE 9967 - ELECTRONIC HEALTH RECORDS, 9962 - PUBLIC HEALTH SOCIAL WORKER, 9968 - SCHOOL SOCIAL WORKERS, 9969 - SUBSTANCE USE PREVENTION & HARM REDUCTION, and 9987 - PUBLIC HEALTH STRATEGIST PROJECTS

1. **Cooperating Departments.** This Agreement is entered into between the City Wauwatosa Mayor's Office Department (Mayor), as recipient of the United States Department of the Treasury ARPA State and Local Coronavirus Fiscal Recovery (SLFRF) Funds Allocation provided to City of Wauwatosa and the Health Department
2. **Authority.** SLFRF Funds Allocation FAQ 17 Obligation, specifically 17.6 MOU agreement requirements for the City. The agreement must either:
 - a. "Impose conditions on the use of funds by the agency, department, or part of the government receiving funds to carry out the program;
 - b. governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
 - c. it governs the procurement of goods or services by one agency, department, or part of government from another."
3. **Eligibility Statement.** The US Department of the Treasury authorizes the City to expend ARPA SLFRF funds awarded to the City for numerous eligible purposes as outlined in the Final Rule which include Government Services up to the amount of lost revenues. Eligibility for this program was determined under the Final rule using Expenditure Categories 1.12-Mental Health Services; 1.13-Substance Use Services; 1.14-Other Public Health Services and 1.7-Other COVID-19 Public Health Expenses
4. **Purpose.** Pursuant to the City of Wauwatosa Common Council Resolution 55-11/23, "Approval of Departmental Memorandums of Understanding for Obligation of American Rescue Plan Funds", the Common Council is authorizing the use of ARPA funds by the Health Department for THE 9967 - ELECTRONIC HEALTH RECORDS, 9962 - PUBLIC HEALTH SOCIAL WORKER, 9968 - SCHOOL SOCIAL WORKERS, 9969 - SUBSTANCE USE PREVENTION & HARM REDUCTION, and 9987 - PUBLIC HEALTH STRATEGIST PROJECTS.
5. **Term of the Agreement.** The term of the agreement shall commence on the execution of the MOU and go through December 31, 2026 or earlier if the project is complete.
6. **Scope of Work/Deliverables.**
 - a. 9967 – implementation of an Electronic Health Records system
 - b. 9968 - School Social Workers will provide mental health support for youth in Wauwatosa public and private schools
 - c. 9969 - a Substance Use Prevention and Harm Project Description Reduction Program to target substance use at various levels in our community. The program will target 4 priority areas: a pilot needle exchange program, an overdose prevention program, referrals to substance use treatment, and community-wide substance use prevention and awareness.
 - d. 9987 - The Public Health Strategist will focus on systems-level public health work and health equity by using the Public Health 3.0 as a framework. This position will coordinate with community partners to focus on root causes of public health issues and lead initiatives that focus on the social determinants of health.

7. **Funding.**

- a. **Source.** This agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds (SLFRF) as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), up to the amount outlined below.
- b. **Amount.** The amount for 2025-2026 is not to exceed the budget in 2024 which currently would be \$1,600,000. This MOU would allow for a change order to the budget should it be needed but approved through the standard City of Wauwatosa budget modification process (see Section d and Article 9.).
- c. **Payment Terms.** Since this MOU is between Administration and Health Department and both are within the City of Wauwatosa organization, the expenses associated with this MOU shall be budgeted to and charged to ARPA grant accounts, rather than establishing separate accounts within the Health Department. Health Department hereby agrees to work cooperatively with the Finance Department for payments to be processed. Payment is conditioned upon meeting the scope of work and deliverables as outlined in Article 6, Section a-c of this agreement.
- d. **Cost Increases.** This Agreement specifically allows for increased costs such as change orders and contingencies through the expenditure period consistent with Treasury’s Final Rule FAQ 17.16, such increases shall be processed as amendments to this agreement.
 - i. Any funding amount modifications must be made consistent with City of Wauwatosa Purchasing and Fund Transfer policies, and Treasury Final Rule FAQ 17.16.

8. **Termination.**

- a. **Termination for Convenience:** Either department may, upon 30-day notice, for any reason, elect to terminate this Agreement.
- b. **For Cause.** Either Department may elect to terminate this agreement in the event of a failure to deliver services or a material breach of this Agreement.

9. **Amendments.** All changes that are mutually agreed by and between the departments, including increase or decrease in the amounts to be funded under this agreement shall be in writing and designated as written amendments to this agreement.

10. **Federal Contract Terms and Conditions:**

- a. **Federal Contract Terms and Conditions.** In the event of a conflict between the terms in this Article and the terms of other articles of the Agreement, the terms of this Article shall govern. The parties accept and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.
- b. **Federal Agency Seal, Logo, and Flags.** The Organization shall not use the federal agency’s seal(s), logos, crests, or reproductions of flags or likenesses of federal agency official without specific federal agency pre-approval.
- c. **Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Organization, or any other party pertaining o any matter resulting from the Agreement.
- d. **Debarment and Suspension.** The Organization represents and warrants that, as of the effective date of the Agreement, neither the Organization nor any subcontractor performing work under this Agreement (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Agreement term the Organization or any subcontractor performing work at any tier is included on the federally debarred bidder’s list, the Organization shall notify the City immediately.

- e. **Record Retention.** The Organization agrees it will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Organization further certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Organization will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- f. **Procurement of Recovered Materials.** The Organization represents and warrants that in its performance under the Agreement, the Organization shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g. **Clean Air Act and Federal Water Pollution Control Act.** The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Organization certifies the following:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Organization to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Organization to be submitted to the City.
- i. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Organization must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Organization is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the

basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

- j. Domestic (U.S.) Procurement Preference (2 CFR § 200.322).** Organization should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- k. False Statements.** Organization understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- l. Discrimination. Statutes and regulations prohibiting discrimination applicable to the award include, without limitation, the following:**

 - i. Civil Rights.** The Organization and subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - ii. Age Discrimination.** The Organization and subcontractor shall comply with The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v.
 - iii. Americans with Disabilities.** The Organization and subcontractor shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- m. Clean Air and Water Act.** Organization and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387).
- n. Publications.** Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported in whole or part, by federal award number 21.027 awarded to Wauwatosa City by the U.S. Department of the Treasury. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”
- o. Federal Drug Free Workplace.** Organization and subcontractor agree to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- p. Increasing Seat Belt Use in the United States.** Organization and subcontractor agree to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- q. Reducing Text Messaging While Driving.** Organization and subcontractor agree to adopt and enforce policies that ban text messaging while driving, and should also establish workplace safety policies to decrease accidents caused by distracted drivers.

- r. **Conflict of Interest.** Both parties to this Agreement mutually represent and warrant the following:
 - i. Conflict of Interest Policy. Since both parties are members of the Wauwatosa City organization, they are governed by the Wauwatosa City Code of Ordinances 15-802 "Ethical standards for Employees."
 - ii. No Current or Prior Conflict of Interest. That parties have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this agreement. If such conflict arises, parties must immediately disclose the conflict. In the event of a conflict, any remedies including termination of the agreement are available.

For Wauwatosa Mayors Office:

Signature _____

Date: _____

Dennis McBride, Mayor

For City of Wauwatosa Health Department:

Signature _____

Date: _____

Laura Stephens, Health Department Director

MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BETWEEN CITY DEPARTMENTS FOR THE LIBRARY EQUITY COLLECTION, PROJECT 9966

1. **Cooperating Departments.** This Agreement is entered into between the City Wauwatosa Mayor's Office Department (Mayor), as recipient of the United States Department of the Treasury ARPA State and Local Coronavirus Fiscal Recovery (SLFRF) Funds Allocation provided to City of Wauwatosa and the Wauwatosa Public Library (WPL).
2. **Authority.** SLFRF Funds Allocation FAQ 17 Obligation, specifically 17.6 MOU agreement requirements for the City. The agreement must **either**:
 - a. "Impose conditions on the use of funds by the agency, department, or part of the government receiving funds to carry out the program;
 - b. governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
 - c. it governs the procurement of goods or services by one agency, department, or part of government from another."
3. **Eligibility Statement.** The US Department of the Treasury authorizes the City to expend ARPA SLFRF funds awarded to the City for numerous eligible purposes as outlined in the Final Rule which include Government Services up to the amount of lost revenues. Eligibility for this program was determined under the Final rule using Expenditure Category 6.1 Provision of Government Services.
4. **Purpose.** Pursuant to the City of Wauwatosa Common Council Resolution 55-11/23, "Approval of Departmental Memorandums of Understanding for Obligation of American Rescue Plan Funds", the Common Council is authorizing the use of ARPA funds by WPL for purchasing materials that are directly responsive to disparities augmented by the pandemic in an effort to reduce barriers.
5. **Term of the Agreement.** The term of the agreement shall commence on the execution of the MOU and go through December 31, 2026 or earlier if the project is complete.
6. **Scope of Work/Deliverables.**
 - a. Wauwatosa Public Library (WPL) proposes purchasing materials that are directly responsive to disparities augmented by the pandemic in an effort to reduce barriers. These barriers are disproportionately affecting marginalized populations. ARPA funds will allow WPL to improve its collection in the following areas of equitable need beyond its limited materials budget.

WPL's proposal will specifically address:

 - Disparities in health, housing and education.
 - Negative economic impacts on unemployed/underemployed and small business.
 - Promotion of healthy childhood environments.

WPL will utilize the ARPA funds to purchase materials on:

 - Health education, specifically minority-focused health topics.
 - Housing education, focusing on renting and first-time homebuyers.
 - High interest/low reading level items.
 - Nonfiction for the Children's and Young Adult collection to ensure accurate information.

- Black, indigenous, and people of color (BIPOC), LGBTQ+, persons with disabilities, and other minority group authors.
- Children’s and Young Adult materials by and featuring BIPOC, LGBTQ+, persons with disabilities, and other minorities to reflect the diversity of our service community and allowing children to see themselves reflected in books.
- Homeschooling curriculum.
- Parenting/family education.
- Career development.
- Entrepreneurship.
- Small business planning.

All patrons will benefit from this proposed project regardless of financial means, opportunity, and accessibility.

7. Funding.

- a. **Source.** This agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds (SLFRF) as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), up to the amount outlined below.
- b. **Amount.** The amount for 2025-2026 is not to exceed the budget in 2024 which currently would be \$150,310. This MOU would allow for a change order to the budget should it be needed but approved through the standard City of Wauwatosa budget modification process (see Section d and Article 9.).
- c. **Payment Terms.** Since this MOU is between Administration and WPL and both are within the City of Wauwatosa organization, the expenses associated with this MOU shall be budgeted to and charged to ARPA grant accounts, rather than establishing separate accounts within the WPL department. WPL hereby agrees to work cooperatively with the Finance Department for payments to be processed. Payment is conditioned upon meeting the scope of work and deliverables as outlined in Article 6, Section a-c of this agreement.
- d. **Cost Increases.** This Agreement specifically allows for increased costs such as change orders and contingencies through the expenditure period consistent with Treasury’s Final Rule FAQ 17.16, such increases shall be processed as amendments to this agreement.
 - i. Any funding amount modifications must be made consistent with City of Wauwatosa Purchasing and Fund Transfer policies, and Treasury Final Rule FAQ 17.16.

8. Termination.

- a. **Termination for Convenience:** Either department may, upon 30-day notice, for any reason, elect to terminate this Agreement.
- b. **For Cause.** Either Department may elect to terminate this agreement in the event of a failure to deliver services or a material breach of this Agreement.

9. **Amendments.** All changes that are mutually agreed by and between the departments, including increase or decrease in the amounts to be funded under this agreement shall be in writing and designated as written amendments to this agreement.

10. Federal Contract Terms and Conditions:

- a. **Federal Contract Terms and Conditions.** In the event of a conflict between the terms in this Article and the terms of other articles of the Agreement, the terms of this Article shall govern. The parties accept and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.

- b. **Federal Agency Seal, Logo, and Flags.** The Organization shall not use the federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of federal agency official without specific federal agency pre-approval.
- c. **Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Organization, or any other party pertaining to any matter resulting from the Agreement.
- d. **Debarment and Suspension.** The Organization represents and warrants that, as of the effective date of the Agreement, neither the Organization nor any subcontractor performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the Organization or any subcontractor performing work at any tier is included on the federally debarred bidder's list, the Organization shall notify the City immediately.
- e. **Record Retention.** The Organization agrees it will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Organization further certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Organization will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- f. **Procurement of Recovered Materials.** The Organization represents and warrants that in its performance under the Agreement, the Organization shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g. **Clean Air Act and Federal Water Pollution Control Act.** The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Organization certifies the following:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Organization to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

federal contract, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Organization to be submitted to the City.

- i. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Organization must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Organization is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- j. **Domestic (U.S.) Procurement Preference (2 CFR § 200.322).** Organization should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- k. **False Statements.** Organization understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- l. **Discrimination. Statutes and regulations prohibiting discrimination applicable to the award include, without limitation, the following:**

i. **Civil Rights.** The Organization and subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

ii. **Age Discrimination.** The Organization and subcontractor shall comply with The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v.

iii. **Americans with Disabilities.** The Organization and subcontractor shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- m. **Clean Air and Water Act.** Organization and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).
- n. **Publications.** Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported in whole or part, by federal award number 21.027 awarded to Wauwatosa City by the U.S. Department of the Treasury. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
- o. **Federal Drug Free Workplace.** Organization and subcontractor agree to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- p. **Increasing Seat Belt Use in the United States.** Organization and subcontractor agree to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- q. **Reducing Text Messaging While Driving.** Organization and subcontractor agree to adopt and enforce policies that ban text messaging while driving, and should also establish workplace safety policies to decrease accidents caused by distracted drivers.
- r. **Conflict of Interest.** Both parties to this Agreement mutually represent and warrant the following:
 - i. **Conflict of Interest Policy.** Since both parties are members of the Wauwatosa City organization, they are governed by the Wauwatosa City Code of Ordinances 15-802 "Ethical standards for Employees."
 - ii. **No Current or Prior Conflict of Interest.** That parties have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this agreement. If such conflict arises, parties must immediately disclose the conflict. In the event of a conflict, any remedies including termination of the agreement are available.

For Wauwatosa Mayors Office:

Signature _____

Date: _____

Dennis McBride, Mayor

For City of Wauwatosa Public Library

Signature  _____

Date: 11-20-24

Lauren Roznowski Hayden, President, Wauwatosa Public Library Board of Trustees

Signature  _____

Date: 11/20/2024

Peter F. Loeffel, Library Director

