

**OFFICIAL NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE COMMON COUNCIL OF
THE CITY OF CUDAHY, WI. TO BE HELD AT THE CUDAHY MUNICIPAL BUILDING,
5050 S. LAKE DRIVE, CUDAHY, WI. TUESDAY, JUNE 28, 2016 at 7:00 P.M.**

Certification of the open meeting law requirements and approval of the agenda.
Call of roll and announcement of presence or absence of a quorum.
Pledge of Allegiance
Moment of Silence.

PUBLIC HEARINGS & PRESENTATIONS

1. Presentation of 2015 City of Cudahy Financial Audit by Baker Tilly.
2. **Public Hearing #1:** City of Cudahy's intentions to exercise its powers to levy special assessments under Section 66.0703, Wisconsin Statutes for the following two projects – Replacement of Sanitary Sewer Laterals on Packard Avenue between Plankinton Avenue and Cudahy Avenue and Declaring Intent to Exercise Special Powers Under Section 66.0703 Wisconsin Statutes-Police Powers – SANITARY LATERAL REPLACEMENT in Packard Avenue E. Plankinton to E. Cudahy Ave.

Public Comments Public Hearing #1:

3. **Public Hearing #2:** Consideration to adopt and enact a new code providing for the repeal of certain ordinances not included therein and providing a penalty for the violation thereof and providing for the manner of amending such code and providing when such code and Ordinance No. 2430 shall become effective.

Public Comments Public Hearing #2:

***PUBLIC COMMENT** (agenda items only).

CONSENT AGENDA ITEMS

(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda").

1. Minutes of the Personnel Committee held June 7, 2016.
2. Minutes of the Claims Committee held May 25, 2016.
3. Minutes of the Plan Commission held May 10, 2016.
4. Minutes of the Board of Health held May 18, 2016.
5. Minutes of the Design Review Board held April 16, 2016.
6. Approval of Used Car Dealer license as listed on attachment.

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS (including items for future agenda consideration or Committee Assignment)

1. Discussion and necessary action regarding Resolution No. 7049 entitled "Final Resolution for the Replacement of Sanitary Sewer Laterals on Packard Avenue Between Plankinton Ave. and Cudahy Avenue and Declaring Intent to Exercise Special Powers Under Section 66.0703 Wisconsin Statutes-Police Powers".
2. Discussion and necessary action regarding Ordinance No. 2430 entitled "An Ordinance Adopting and Enacting a New Code for the City of Cudahy, Wisconsin; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing when Such Code and this Ordinance Shall Become Effective".
3. Minutes of the Common Council held June 7, 2016.

4. Discussion and necessary action regarding request for Temporary Class B Liquor License from the Cudahy Lions Club for July 4, 2016 and Sweet Applewood Festival August 26 through August 28, 2016 and requesting a waiver of fees.
5. Discussion and necessary action regarding approval of sale of Fire Department surplus Thermal Imaging Equipment.
6. Discussion and necessary action regarding approval of bid to purchase outdated Fire Department SCBA equipment.
7. Discussion and necessary action regarding request of Public Health Officer to enter into Preparedness and Health and Safety Service Agreement with the American Red Cross.
8. Discussion and necessary action regarding Mayor's appointment to various Boards, Commissions and Committees.
9. Discussion and necessary action for the City of Cudahy to enter into an agreement with Motorola Solutions, Inc.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES.

Mayor:

- Plan Commission June meeting.
- Award of \$45,000 grant to Cudahy Health Department.
- Milwaukee County Development Block Grant Program and Funding for 2017.
- Inspection Department Monthly Reports

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

ORDINANCES

PASSAGE OF ORDINANCES

None

PASSAGE OF RESOLUTIONS

1. Discussion and necessary action regarding Resolution No. 7047 entitled "A Resolution Allowing the Claim of Laekin Lee".
2. Discussion and necessary action regarding Resolution No. 7048 entitled "A Resolution Denying the Claim of Paul Szczech".

***PUBLIC COMMENT** (on any subject items).

**Public Comment Notice: Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Council, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.*

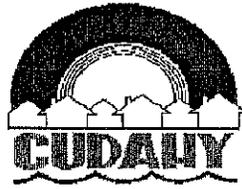
ADJOURN

PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act.

Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Cudahy City Clerk at 769-2204. (FAX 769-2257). This meeting room is wheelchair accessible from the West entrance of South Lake Drive.

PRESENTATION



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda item: Public Hearing and Presentation (First Presentation)

Honorable Members of the Common Council

As a part of the Public Hearings and Presentations, representatives of Baker Tilly are here to present to the Common Council the 2015 City of Cudahy Financial Audit.

Respectfully submitted,

A handwritten signature in black ink that reads "John R. Hohenfeldt". The signature is written in a cursive style with a large initial "J" and "H".

John R. Hohenfeldt

Mayor

06/28/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

PH #1

**CITY OF CUDAHY
OFFICIAL NOTICE**

NOTICE IS HEREBY GIVEN that the Common Council of the City of Cudahy will hold a public hearing in the Council Chambers at the Municipal Building, 5050 South Lake Drive on Tuesday, June 28, 2016 at 7:00 P.M. regarding the City of Cudahy's intentions to exercise its' powers to levy special assessments under Section 66.0703, Wisconsin Statutes for the following two projects:

Replacement of Sanitary Sewer Laterals on Packard Avenue between Plankinton Avenue and Cudahy Avenue and Declaring Intent to Exercise Special Powers Under Section 66.0703 Wisconsin Statutes-Police Powers.

The following named improvements will be made in the following locations:

Sanitary Lateral Replacement

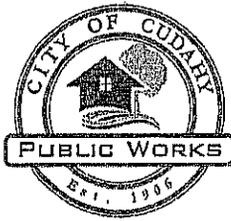
<u>IN</u>	<u>FROM</u>	<u>TO</u>
Packard Avenue	E. Plankinton Ave.	E. Cudahy Ave.

Dennis Broderick,
City Clerk

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Published: June 16, 2016



Office of the Director of Public Works
5050 South Lake Dr.
P. O. Box 100510
Cudahy, Wisconsin 53110-6108
Email: langemj@ci.cudahy.wi.us
(414) 769-2253

Engineering Report on Special Assessments Sanitary Sewer Laterals: Packard Avenue – Plankinton to Cudahy Done as part of Miscellaneous Sewer Project 2014-04

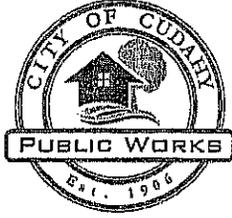
Background & Purpose of Project: In 2015 prior to the reconstruction of Packard Avenue, the City hired a contractor to replace the water main and the sanitary laterals. In 2012 when the sanitary main was replaced on this block, the laterals were only reconnected. Originally this section of Packard Avenue was not included in the downtown plans however, after the roadway design was completed, it became apparent that the intersection of Plankinton and Packard could not be modified unless this block was reconstructed. The City was not going to leave the 100 old infrastructure under a new pavement so the water main relay and sanitary lateral relay project was added to another project that was being bid that fall. The project, Miscellaneous Sewer & Water Construction was awarded in the fall of 2014. The lateral assessment process wasn't started until December 2014 with a Public Hearing held January 6, 2015. The project was completed in April of 2015 however, the staff held off on invoicing for the lateral assessment because it was believed that you could not assess a project that was awarded before a public hearing was held on the assessments. That decision was challenged in 2016 by property owners that were going to be assessed on another sewer lateral project. So the City retained outside legal counsel and it was determined that the City could special assess. In order to do so the City would have to re-open the project and amend the preliminary resolution on special assessment.

Cost-Breakdown (bid value) The cost breakdown was determined from bid values received on the 2014-15 Miscellaneous Sewer & Water project 2014-04. The cost per property owners was based on "as-built" information on the actual amount of lateral that was relayed multiplied by \$143 per foot.

Estimated Cost for Lateral Replacement

(2014 bid #) 30' @ \$124.52/lf	=	\$ 3736
(2014 bid #) one lateral connect @ \$236.19=		\$ 236
Engineering/Inspection	=	\$ 318
Total		\$ 4290

\$4290/30' = \$143 per foot of lateral relayed



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June 17, 2016

Letter of Information Special Assessment for Sanitary Sewer Lateral Replacement

In 2015 prior to the reconstruction of Packard Avenue, the City hired a contractor to replace the water main and the sanitary laterals from the sanitary main in the street to the sidewalk. The sanitary lateral is the pipe that takes sewage from your home/business and deposits it into the sanitary main in the street. The water main replacement was not assessable but the sanitary laterals, which only serve the individual property were assessable. The City went through the process of setting up the project for sanitary lateral assessments last year but the laterals were not invoiced to the property owners because the project was bid and awarded before the public hearing was held. Staff believed that a public hearing had to be held before the project was awarded and therefore the Utility would have to absorb the cost of the laterals. Since that time the Council was challenged by a number of property owners on the north section of Packard Avenue whose sanitary laterals will be replaced and assessed in 2016. Council hired an outside attorney to determine whether the City could go back and invoice for the laterals after the project was completed. Legal Counsel determined that the City could through an amendment. Therefore, the City is following the process of amending the lateral assessment. This includes holding another public hearing. That public hearing will be held on Tuesday, June 28th at 7:00 p.m. The notice is included with this letter. Also included is a copy of the assessment role which indicates how much you will have to pay. Each of you will receive an invoice for the lateral work within the next couple of months. You have until November 1, 2016 to pay it. If you do not pay it by then, the City will break it up into 10 equal annual installments. The 1st installment will be due with your 2016 tax bill. Installments with interest will continue to be included on your tax bills over a ten year period until the amount is paid in full. The interest rate on the unpaid balance is 4.3% annually.

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The following named improvements will be made in the following locations:

Sanitary Lateral Replacement

<u>IN</u>	<u>FROM</u>	<u>TO</u>
Packard Avenue	E. Plankinton Ave.	E. Cudahy Ave.

Dennis Broderick,
City Clerk

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Published: June 16, 2016

Sanitary Lateral Computation
Packard Avenue - Plankinton to Cudahy

<u>Item</u>	<u>Bid Price</u>
Furnish 6" Sanitary Lateral with anti-sheer bands (30')	\$ 3,735.60
Furnish Sanitary Lateral Reconnection (with 6" Anti-Sheer Bands)	\$ 236.19
Sub Total	\$ 3,971.79
Engineering (8%)	\$ 317.74
Total Assessment	\$ 4,289.53

Cost of 30' Lateral = \$4290 or \$143 per lineal foot

CITY OF CUDAHY
NOTICE OF PUBLIC HEARING

PH #2

NOTICE IS HEREBY GIVEN that the Common Council of the City of Cudahy will hold a public hearing at the Municipal Building, 5050 South Lake Drive on Tuesday, June 28, 2016 at 7:00 P.M., to consider adopting and enacting a new code for the City of Cudahy, Wisconsin; providing for the repeal of certain ordinances not included therein, providing a penalty for the violation thereof, providing for the manner of amending such code; and providing when such code and Ordinance No. 2430 shall become effective.

A copy of the draft code is on file and available for inspection in the office of the City Clerk. It has also been posted on-line at www.cudahy-wi.gov Click on the events calendar under June 28, 2016.

Dated in Cudahy, Wisconsin the 16th day of June, 2016. All interested parties are invited to attend. Published by authority of the Common Council of the City of Cudahy, Wisconsin.

/s/Dennis Broderick, City Clerk

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Publish: June 16, 2016

CA #1

**MINUTES OF THE PERSONNEL COMMITTEE MEETING
HELD AT THE CITY OF CUDAHY MUNICIPAL BUILDING,
5050 S LAKE DR. CUDAHY, WI, ON
Tuesday, June 7, 2016**

ROLL CALL

Ald. Hollenbeck called the meeting to order at 6:15 P.M. The following answered, "present" to roll call: Ald. Johnson, Hollenbeck, and St. Marie-Boelkow. Alderpersons Moralez and Litkowiec were absent and excused. Mayor Hohenfeldt, DPW Director Lange, Deputy Clerk Toms-Neary and City Clerk Broderick were also in attendance.

MEETING STATEMENT

The proper open meeting statement was read at this time.

Old Business

None

New Business

1. Discussion and necessary action regarding approval of terms and conditions to re-hire a former City of Cudahy employee. **MOTION BY ALD. JOHNSON, SECOND BY ALD. ST. MARIE-BOELKOW** to approve the re-hire at Step 5, 3 weeks' vacation and remainder of employee benefits to begin with new start date. Motion carried unanimously.
2. Adjourn into closed session per State Statute 19.85 (1)(c)(e) to conduct business with competitive or bargaining implications. a) Contract negotiation planning regarding the Cudahy Professional Firefighters Association, Local 1801 and Cudahy Professional Police Association. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to adjourn into closed session at 6:32 P.M. On the roll call vote, motion carried unanimously.
3. Adjourn closed session and reconvene in open session. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to adjourn closed session at 6:51 P.M. and reconvene in open session. On the roll call vote, motion carried unanimously.
4. Discussion and appropriate action regarding items discussed in closed session if necessary. No action taken.
5. Adjourn. **MOTION BY ALD. JOHNSON, SECOND BY ALD. ST. MARIE-BOELKOW** to adjourn at 6:52 P.M.

Attest:

Randy Hollenbeck, Chairperson

CA#2

MINUTES OF THE CLAIMS COMMITTEE MEETING OF THE CITY OF CUDAHY, WI
HELD AT THE MUNICIPAL BUILDING 5050 S. LAKE DR.
THURSDAY, May 25, 2016

ROLL CALL

The Comptroller took roll call:

Comptroller J. Williamson	Present
City Accountant Bruce Schuknecht	Present
Mayor Hohenfeldt	Present

OPEN MEETING STATEMENT

Open meeting statement read by Chairman Williamson, DPW Director Lange was also in attendance and the meeting was called to order at 11:00 A.M.

NEW BUSINESS

1. Claim of Laekin Lee of 5615 S Rosewood Ave., Cudahy regarding damage to vehicle as a result of a vehicle accident with a police squad on January 9, 2016 at the intersection of Packard Ave and Ramsey Ave. Damage claimed in the amount of \$809.74. **MOTION BY MAYOR HOHENFELDT, SECOND BY BRUCE SCHUKNECHT** to approve. Motion carried unanimously.
2. Claim of Paul Szczech of 1710 E Pryor Ave. regarding damage to car from pothole on Ramsey Ave on March 5, 2016. Damage claimed in the amount of \$1,608.47. **MOTION BY MAYOR HOHENFELDT, SECOND BY BRUCE SCHUKNECHT** to deny. Motion carried unanimously.

MOTION TO ADJOURN

A motion to adjourn was made by Bruce Schuknecht and seconded by Mayor Hohenfeldt to adjourn at 11:12 A.M. Motion carried.

Respectfully submitted,
James P. Williamson, Comptroller

CA#3

**MINUTES OF PLAN COMMISSION
FOR THE CITY OF CUDAHY, WI HELD AT THE MUNICIPAL BUILDING ON
May 10, 2016**

CALL TO ORDER

1. Meeting was called to order by Mayor John Hohenfeldt at 7:00 pm.

OPENING STATEMENT

Prior to the meeting, notice was given to the community and posted in the appropriate places. Notice was also given to the news media that requested it, namely the Milwaukee Journal-Sentinel and MyCommunityNow.com.

ROLL CALL

The following members of the Plan Commission were present for roll call: Commissioner Mike Nelson, Alderperson Justin Morales, Commissioner Nick Gates, Commissioner Jim Zsebe, Alderperson Michele St. Marie-Boelkow. Commissioner Harry Savagian was absent and excused. Also present was Economic Development/Inspections & Zoning Director Brian Biernat.

2. Review and take appropriate action on the meeting minutes of April 12, 2016. **Motion made by Nelson, seconded by St. Marie-Boelkow**, to approve the minutes. Motion carried unanimously.

OLD BUSINESS

None

NEW BUSINESS

3. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3869 E. Cudahy Avenue, submitted by Valerie Robel (owner). **Motion made by Zsebe, seconded by Gates**, to approve the CSM as proposed.
4. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3943 E. Pulaski Avenue, submitted by Valerie Hernandez (owner). **Motion made by Gates, seconded by Morales**, to approve the CSM as proposed.
5. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3633 E. Morris Avenue, submitted by Douglas & Shelly Wruck (owner). **Motion made by Nelson, seconded by Morales**, to approve the CSM as proposed.
6. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3864 E. Barnard Avenue, submitted by Ryan Wallner (owner). **Motion made by Zsebe, seconded by St. Marie-Boelkow**, to approve the CSM as proposed.
7. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 5406 S. Packard Avenue, and also review the proposed accessory use; volleyball courts in the adjacent side yard submitted by Jeff Clark, property owner, and owner of JC'S Blue Collar Pub. **Motion made by Nelson, seconded by Morales**, to approve the CSM and accessory use as proposed.

8. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3473 E. Cudahy Avenue, submitted by Diane Richwalski (owner). **Motion made by Gates, seconded by St. Marie-Boelkow, to approve the CSM as proposed.**
9. Review and take appropriate action on the proposed Certified Survey Map combining lots and removing interior lot lines at 3759 E. Lunham Avenue, submitted by Olger Qatipi (owner). **Motion made by Zsebe, seconded by Gates, to approve the CSM as proposed.**

ADJOURN

10. **Motion made by Moralez, seconded by Gates, to adjourn. All in favor.**

CA#4



Public Health
Prevent. Promote. Protect.
Cudahy Health Department

MINUTES OF BOARD OF HEALTH MEETING OF CITY OF CUDAHY	Page 1 of 3	
	Meeting Date –Wednesday:	May 18, 2016
	Held at Health Department:	Library Room
	Address: Cudahy Municipal Building	
	5050 South Lake Drive Cudahy, WI 53110	

ROLL CALL

The meeting was called to order at 5:45 PM by Acting Chairperson Health Officer Lepak

Board of Health Member Attendance	Present	Absent Excused	Absent
Patricia Borkowski	X		
Lynn Damitz			X
Katie Lepak, Health Officer	X		
Alderman Mike Johnson	X		
Dr. Robert Shampo	X		
Dr. David Sherman, Medical Advisor/Interim Chairperson	X		
Crystal Silkwood, School Board Member	X		
Norman Shanks	X		
Allison Dorszynski		X	
Lynn Stoeveken		X	

OPENING STATEMENT

The proper opening statement was read.

APPROVE MINUTES

Moved by Dr. Sherman, seconded by Alderman Mike Johnson to approve the minutes of the March 22, 2016 meeting. All voting in favor.

DISCUSSION AND NECESSARY ACTION FOR CHAIRPERSON AND SECRETARY

1. Motion for Dr. Sherman to serve as Board of Health Chairperson for one year moved by Patti Borkowski, seconded by Alderman Mike Johnson. All voting in favor. Discussion of secretary will occur at next meeting.

DISCUSSION OF MEETING DATES AND TIME

1. Board of Health meetings will continue to be conducted on the fourth Tuesday of the month at 5:45 PM. The Board of Health is required to meet a minimum of 6 times per year. Future meeting dates for 2016 are as follows:

June 28th
September 27th
November 22nd



Public Health
Prevent. Promote. Protect.
Cudahy Health Department

MINUTES OF BOARD OF HEALTH MEETING OF CITY OF CUDAHY	Page 2 of 3	
	Meeting Date –Wednesday:	May 18, 2016
	Held at Health Department:	Library Room
	Address: Cudahy Municipal Building	
	5050 South Lake Drive Cudahy, WI 53110	

REPRODUCTIVE HEALTH SERVICES

1. The Cudahy Health Department is providing confidential free/low cost reproductive health services. Clients have begun to utilize these services. The Health Department looks forward to expanding these services in the future. Program promotion was discussed and suggestions were made. Health Department staff will carry forward the suggestions.

PUBLIC HEALTH ACCREDITATION UPDATE

1. Application was submitted and accepted. Cudahy Health Department staff attended in person accreditation training. Evaluation was submitted and agency now has one year to prepare all documents. Agency goal to upload all required documents is March 1, 2017.

HEALTH OFFICER'S REPORT

1. Communicable Disease
Year to date communicable disease data was shared. With the implementation of reproductive health services over time the goal is to reduce the burden of sexually transmitted infections.
2. Budget
The department continues to operate in a fiscally responsible manner. Expenses and revenue thus far are in good standing.
3. Additional funding opportunities
The Cudahy Health Department staff has been working on additional funding through grants. An overview of the applications was provided. The Board of Health will be updated on the status of each application at a future meeting.
4. Review of Programs and Services
Since the implementation of the Electronic Health Record system to date the Health Department has had 465 client encounters. Participation in the oral health program continues to be strong. The Cudahy Health Department is also participating in regional and state oral health initiatives. Each of the Healthies Cudahy Collaboration Task Forces are making great progress thus far in 2016. *It's Your Health! Lunch n Learn Series* debuted at the Kelly Senior Center. Event was well attended and positive feedback provided by participants. Flu vaccine survey was conducted. Data will be compiled and inform future activities. Data analysis of the prenatal care coordination was shared. Review of availability of Community Health Assessment, Community Health Improvement plan and annual reports can be found on the Cudahy Health Department website under the reports tabs.



Public Health
Prevent. Promote. Protect.

Cudahy Health Department

MINUTES OF BOARD OF HEALTH MEETING OF CITY OF CUDAHY	Page 3 of 3	
	Meeting Date –Wednesday:	May 18, 2016
	Held at Health Department:	Library Room
	Address: Cudahy Municipal Building	
	5050 South Lake Drive Cudahy, WI 53110	

Motion by Crystal Silkwood, seconded by Alderman Mike Johnson, to accept the Health Officer Report.

NEXT MEETING

The next meeting will be on Tuesday, June 28th 2016 at 5:45 PM.

ADJOURN

Moved by Crystal Silkwood, seconded by Patti Borkowski to adjourn at 6:40 PM.
All voting in favor.

Respectfully submitted,

Katie Lepak

Katie Lepak, Health Officer

CA #5

MINUTES OF THE DESIGN REVIEW BOARD OF THE CITY OF CUDAHY, WI
HELD AT THE MUNICIPAL BUILDING ON
April 16, 2016

CALL TO ORDER

1. Meeting was called to order at 6:30 p.m. by Board Chair Peter Dombrowski.

OPENING STATEMENT

Prior to the meeting, notice was given to the community and posted in the appropriate places. Notice was also given to the news media that requested it, namely the Milwaukee Journal-Sentinel and MyCommunityNow.com.

ROLL CALL

The following members of the Design Review Board were present for roll call: Nick Gates, Joan Houlehen, Terry Schuelke and Eloise Williamson. Marcelle Carlson and Mike Nelson arrived post-roll call.

APPROVAL OF MEETING MINUTES

2. **Motion made by Houlehen, seconded by Gates**, to approve minutes from the March 8, 2016 meeting of the Design Review Board. All in favor.

OLD BUSINESS

None

NEW BUSINESS

3. Review and take appropriate action regarding the signage plan for Landmark Credit Union (4801 S. Packard Ave), submitted by Sign Effectz. Consensus of the Board was unfavorable to the north elevation sign and in favor of reconstructing the projecting sign. **Motion made by Houlehen, seconded by Williamson**, to deny the north elevation sign and approve all other signage in the proposal. All in favor. The applicant agrees to resubmit a different proposal to replace the north elevation sign proposal.
4. Review and take appropriate action regarding the pole banners for Packard Avenue, submitted by the City's Department of Engineering. **Motion made by Houlehen, seconded by Gates**, to deny the design as submitted. All in favor. The Engineering Department agrees to modify design of the banners based on Board's feedback.

ADJOURN MEETING

5. **Motion made by Carlson, seconded by Williamson**, to adjourn the meeting. All in favor.

LICENSE RENEWAL LISTINGS
USED AUTO DEALERSHIPS
LICENSING YEAR 2016-2017

CA #6

PENDING ALL INSPECTIONS AND BACKGROUND CHECKS

USED CAR DEALER LICENSE

<u>NAME</u>	<u>ADDRESS</u>	<u>ADDRESS OF PREMISES</u>
Naser Berisher (Stars Auto Sales)	5466 S. 26 th St., Milwaukee	5048 S. Packard Ave.
Jon F. Tevz (Access Ability Home Medical)	5885 Fox Haven Ct., New Berlin	1995 E. Norse Ave.

NB #1

RESOLUTION NO. 7049

**FINAL RESOLUTION FOR THE REPLACEMENT OF
SANITARY SEWER LATERALS ON PACKARD AVENUE
BETWEEN PLANKINTON AVE AND CUDAHY AVENUE
and DECLARING INTENT TO EXERCISE SPECIAL
POWERS UNDER SECTION 66.0703 WISCONSIN
STATUTES – POLICE POWERS**

WHEREAS, the Common Council of the City of Cudahy, Wisconsin held a public hearing at the Council Chambers, City Hall on June 28, 2016 for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Director of Public Works on the following proposed improvements:

SANITARY SEWER LATERAL IMPROVEMENTS

ALL PROPERTIES ON PACKARD AVENUE FROM PLANKINTON AVE TO CUDAHY AVENUE SERVED BY A LATERAL.

NOW, THEREFORE, the Common Council of the City of Cudahy do Hereby Resolve as follows:

1. That the report of the Director of Engineering, as attached, pertaining to the construction of the above described public improvements, including plans and specifications therefore is hereby adopted and approved.
2. That payment for said improvements be made by assessing the cost to the properties benefited in said report. The percentage of the cost of the project, which will be assessed to the property benefited, shall be as set forth in the report of the Director of Public Works, but in no case will the assessment exceed the benefits.
3. That the benefits and damages shown on the report, are true and correct and are hereby confirmed.
4. That the assessments for all projects included in said report are hereby combined as a single assessment, but any interested property owner shall be entitled to object to each assessment separately or all assessments for any purpose or purposes.
5. That the City Clerk is hereby directed to publish this resolution in the Cudahy Now, the official newspaper of the City of Cudahy, as a class one (1) notice under Chapter 985.

6. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll whose post office address is known or can be with diligence be ascertained.

The Common Council further declares that the assessments may be paid in cash or in ten (10) annual installments. Deferred payments shall bear interest at the rate of 4.30% percent per annum.

Introduced at a meeting of the Common Council of the City of Cudahy, held this 28th day of June, 2016.

Passed and approved this _____

JOHN HOHENFELDT, Mayor

Attest:

DENNIS BRODERICK, City Clerk

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

NB #2

ORDINANCE NO. 2430

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF CUDAHY, WISCONSIN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE CITY COUNCIL:

Section 1. The Code entitled "Municipal Code of the City of Cudahy, Wisconsin," published by Municipal Code Corporation, consisting of chapters 1 through 44, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before June 28, 2016, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount required or permitted by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city council may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after June 28, 2016 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective on _____.

Introduced by the Rules, Laws, and Licensing Committee.

PASSED AND ADOPTED this ____ day of _____, 2016.

JOHN R. HOHENFELDT, Mayor

Attest:

DENNIS BRODERICK, City Clerk

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the city council, held on the ____ day of _____, ____.

City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

NB #3

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF
CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR.
MILWAUKEE COUNTY, WISCONSIN
TUESDAY, JUNE 7, 2016 AT 7:00 P.M.

CERTIFICATION OF OPEN MEETING LAW REQUIREMENTS AND APPROVAL OF THE AGENDA

The proper open meeting statement was read at this time.

ROLL CALL

Mayor John Hohenfeldt called the meeting to order at 7:00 PM. The following answered, "present" to the roll call: Council Members Moralez, Johnson, Hollenbeck, Litkowiec and St. Marie-Boelkow. DPW Director Lange, Deputy Clerk Toms-Neary, City Clerk Broderick and City Attorney Eberhardy were also in attendance.

PUBLIC COMMENT (agenda items)

1. John Stenglein of 3450 E. Layton Avenue spoke regarding Ordinance No. 2430.

CONSENT AGENDA ITEMS

(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda"). **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. ST. MARIE-BOELKOW** to approve. On the roll call vote, motion carried unanimously.

1. Minutes of the Board of Canvass held April 11, 2016.
2. Minutes of the Claims Committee held March 10, 2016.
3. Minutes of the Board of Review held May 25, 2016.
4. Minutes of the Community Development Authority held April 26, 2016.
5. Minutes of the Water Utility Commission held April 28, 2016.
6. Approval of License Renewals for Used Auto Dealerships, Salvage Dealer Licenses and Peddler Licenses for 2016-2017 pending all inspections and background checks.
7. Claims ending May 31, 2016 in the amount of \$254,867.39.

NEW BUSINESS

Aldersperson Hollenbeck left the Common Council at 7:07 P.M.

1. Discussion and necessary action regarding minutes of the Common Council held May 17, 2016. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderspersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Aldersperson Hollenbeck "abstained". Motion carried.
2. Discussion and necessary action regarding minutes of the Rules, Laws & License Committee held June 1, 2016. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderspersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Aldersperson Hollenbeck "abstained". Motion carried.
3. Discussion and necessary action regarding renewal of Class B Combination Liquor License per attached listing pending inspections and background checks. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderspersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Aldersperson Hollenbeck "abstained". Motion carried.

4. Discussion and necessary action regarding renewal of Class B Malt License per attached listing pending inspections and background checks. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. MORALEZ** to approve. On the roll call vote, Alderpersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Alderperson Hollenbeck "abstained". Motion carried.
5. Discussion and necessary action regarding renewal of Class A Combination Liquor License per attached listing pending inspections and background checks. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. MORALEZ** to approve. On the roll call vote, Alderpersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Alderperson Hollenbeck "abstained". Motion carried.
6. Discussion and necessary action regarding renewal of Class B Combination Liquor License of Jeffrey Lewitzke for Marshall's Bar located at 5832 S. Packard Avenue with noted change to description of premises (permanent extension to front of building). **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderpersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Alderperson Hollenbeck "abstained". Motion carried.
7. Discussion and necessary action regarding application for new Class B Combination Liquor License of Lori A. Bergeron for Gerry's In, 4767 S. Packard Avenue. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderpersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Alderperson Hollenbeck "abstained". Motion carried.
8. Discussion and necessary action regarding request of Duane Tate for temporary extension of Class B License Premises for July 4th at Lakeside Pub & Grill, 4671 S. Lake Drive. **MOTION BY ALD. ST. MARIE BOELKOW, SECOND BY ALD. JOHNSON** to approve. On the roll call vote, Alderpersons Moralez, Johnson, Litkowiec and St. Marie-Boelkow voted "aye". Alderperson Hollenbeck "abstained". Motion carried.

Alderperson Hollenbeck returned to the Common Council at 7:15 P.M.

City Attorney Eberhard left the Common Council meeting at 7:15 P.M.

9. Discussion and necessary action regarding Resolution No. 7045 entitled "A Resolution to Reopen and Amend Preliminary Resolution 6902 for the Replacement of Sanitary Sewer Laterals on Packard Avenue between Plankinton Avenue and Cudahy Avenue and Declaring Intent to Exercise Special Powers Under Section 66.0703 Wisconsin Statutes-Police Powers". **MOTION BY ALD. MORALEZ, SECOND BY ALD. LITKOWIEC** to approve Resolution No. 7045. On the roll call vote, motion carried unanimously.
10. Discussion and necessary action regarding Resolution No. 7046 entitled "A Resolution to Adopt an Amended Preliminary Resolution for the Replacement of Sanitary Sewer Laterals on Packard Avenue Between Plankinton Avenue and Cudahy Avenue and Declaring Intent to Exercise Special Powers Under Section 66.0703 Wisconsin Statutes-Police Powers". **MOTION BY ALD. MORALEZ, SECOND BY ALD. HOLLENBECK** to approve Resolution No. 7046. On the roll call vote, motion carried unanimously.
11. Discussion and necessary action regarding setting of Public Hearing Date of June 28, 2016 at 7:00 P.M. for the levying of special assessments for Sanitary Lateral Replacement on Packard Avenue, from Plankinton to Cudahy Avenues. **MOTION BY ALD. MORALEZ, SECOND BY ALD. JOHNSON** to set hearing date for June 28, 2016 at 7:00 P.M. On the roll call vote, motion carried unanimously.

City Attorney Eberhard returned to the Common Council meeting at 7:20 P.M.

12. Discussion and necessary action regarding setting of Public Hearing date of June 28, 2016 regarding Ordinance No. 2430 to adopt and enact a new code for the City of Cudahy and to repeal certain ordinances not included therein and providing a penalty for the violation thereof; providing for the manner of amending such code and providing when such code and Ordinance No. 2430 shall become effective. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JOHNSON** to set public hearing date for June 28, 2016 regarding Ord. No. 2430. On the roll call vote, motion carried unanimously.

13. Discussion and necessary action regarding Mayor's appointment of Eva Tahjiraj to the City of Cudahy Board of Review to fill remaining term of Joseph Henika which expires on April 30, 2016. **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. LITKOWIEC** to approve. On the roll call vote, motion carried unanimously.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES

Mayor:

- Cudahy Farmer's Market
- Care for Cudahy Inspection Summary

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

None

***PUBLIC COMMENT** (on any subject items).

- Diane Zagrodnik of 6075 S. Elaine Ave. spoke regarding 8' dump trunk not being allowed at dump.
- Bill Krawczyk of 3919 E. Lunham Ave. spoke against the St. Francis development planned for S. Lake Drive.
- Jonnie Guernsey of 4400 S. Lake Drive spoke against the St. Francis development planned for S. Lake Drive.
- Linda Kutka of 6260 S. Lake Drive spoke regarding Mark Lowry 3265 E Whittaker Ave, Cudahy spoke regarding special assessments and budgeting process
- Pamela Clemence of 5839 S. Lake Drive spoke regarding tree trimming.
- Robert Poplar of 4467 S. Lake Drive spoke regarding alley plowing, side-street salting, the YMCA, and alley approach in 3900 block of Van Norman.

CLOSED SESSION

1. Adjourn into closed session per State Statute 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. a) Legal action on the property located at 5837 S. Quality Avenue. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. HOLLENBECK** to adjourn into closed session at 7:47 P.M. On the roll call vote, motion carried unanimously.
2. Adjourn closed session and reconvene in open session. **MOTION BY ALD. JOHNSON, SECOND BY ALD. HOLLENBECK** to adjourn closed session and reconvene in open session at 8:05 P.M. On the roll call vote, motion carried unanimously.
3. Discussion and appropriate action regarding items discussed in closed session if necessary. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. JOHNSON** to rescind and postpone legal action at 5837 S. Quality Ave. On the roll call vote, motion carried unanimously.

ADJOURN

MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LITKOWIEC to adjourn at 8:05 P.M. On the roll call vote, Motion carried unanimously.

Passed and approved this 28th day of June, 2016.

John Hohenfeldt, Mayor

ATTEST: Dennis Broderick/Clerk Treasurer

NB #84

City of Cudahy
2016-2017

DATE 5-27-16

NAME Francis C. Miller
(First, Middle Initial, Last)
Date of Birth 10/14/61 Home Phone 414-483-6595
Home Address 3862 E. Iona Terrace City/ZIP Cudahy, WI 53110
Business Name Cudahy Lions Club (For July 4, 2015 Festivities)
Business Address PO Box 31 - Cudahy, WI 53110
Business phone number 414-769-2234
Email Address fmler@wi.rr.com

TYPE OF LICENSE APPLIED FOR

Class "A" Liquor (beer)	CLA	_____	Amusement Devices	AMD	_____
Class A Comb	COM	_____	Amusement Operator	AMD	_____
Temp. Comb. Class "B"	COM	<u>X</u>	Bowling/Billiard	BIL	_____
Class B Malt	COM	_____	Public Dance Hall	DAN	_____
Cigarette	CIG	_____	Tavern Dance Hall	DAN	_____
Entertainment	ENT	_____	Salvage Yard	SAL	_____
Soda	SOD	_____	Vending Machines	VEN	_____
Peddler	PED	_____	Vending Operator	VEN	_____
Circus/Carnival	OLI	_____	Skating Rink	SKA	_____
Pet Store/Fancier	PET	_____	Special Beer	SPB	_____
Xmas Tree	XMA	_____	Trailer Court	TRC	_____
Used Car Dealer	USE	_____	Sale/Close out	OLI	_____
Special Dance	DAN	_____	Check Cashing/coins/ guns	PRE	_____
Newspaper Boxes	NEW	_____			

Advertising FEE ADV _____
Background Check PTP _____
Late Fee Renewals ORD _____ (May 25 to June 10 \$25; after June 10th \$50)
TOTAL OF ABOVE _____
TOTAL AMOUNT PAID \$ _____

TOTAL AMOUNT DUE \$ 10.00 (Requesting Waiver of Fee)

Signature [Signature] DATE 5-27-16

INSPECTION LIST
Police _____
Fire _____
Building Insp _____
Health Dept _____

NB # 4

City of Cudahy
2016-2017

DATE 5-27-16

NAME Francis C. Miller
(First, Middle Initial, Last)
Date of Birth 10/14/61 Home Phone 414-483-6595
Home Address 3862 E. Iona Terrace City/ZIP Cudahy, WI 53110
Business Name Cudahy Lions Club
Business Address PO Box 31 - Cudahy, WI 53110
Business phone number 414-769-2234
Email Address fmiller@wi.rr.com

TYPE OF LICENSE APPLIED FOR

"Class A" Liquor	CLA	_____		
Class "A" Malt	COM	_____	Amusement Devices	AMD _____
"Class B" Liquor	COM	_____	Amusement Operator	AMD _____
Class "B" Malt	COM	_____	Bowling/Billiard	BIL _____
Cigarette	CIG	_____	Public Dance Hall	DAN _____
Entertainment	ENT	_____	Tavern Dance Hall	DAN _____
Soda	SOD	_____	Salvage Yard	SAL _____
*Peddler	PED	<u>X</u>	Vending Machines	VEN _____
Circus/Carnival	OLI	_____	Vending Operator	VEN _____
Pet Store/Fancier	PET	_____	Skating Rink	SKA _____
Xmas Tree	XMA	_____	Special Beer	SPB _____
Used Car Dealer	USE	_____	Trailer Court	TRC _____
Special Dance	DAN	_____	Sale/Close out	OLI _____
Newspaper Boxes	NEW	_____	Check Cashing/coins/ guns	PRE _____
Advertising FEE	ADV	_____		
Background Check	PTP	_____		
Late Fee Renewals	ORD	_____	(May25 to June10 \$25: after June 10 th \$50)	
TOTAL OF ABOVE		_____		
TOTAL AMOUNT PAID \$		_____		

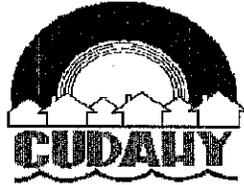
TOTAL AMOUNT DUE \$ (Requesting Waiver of Fee)

Signature FC Miller DATE 5-27-16

INSPECTION LIST
Police _____
Fire _____
Building Insp _____
Health Dept _____

* July 4th and Sweet Apple Wood Festivities

NB #5



John Hohenfeldt
Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda item: Discussion and Necessary Action on request from the Fire Department to approve the sale of surplus Thermal Imaging Equipment

Honorable Members of the Common Council

At the request of Cudahy Fire Chief Daniel M. Mayer, he is requesting to be able to sell 20 year old thermal imaging equipment which has not been used in over 11 years. The equipment provides no value to the Fire Department and has long been since replaced. This equipment holds little to no value on the open or specified fire services market.

My recommendation to the Common Council would be a motion to approve the Fire Chief to place the obsolete thermal imaging equipment on eBay and accept any reasonable offer.

Respectfully submitted,

John R. Hohenfeldt

Mayor

06/28/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us



Cudahy Fire Department
Fire Chief Daniel M. Mayer
4626 South Packard Ave
Cudahy, WI 53110
414-769-2231
414-769-2266 (fax)

External Communication
Helmet Mounted Thermal Imager Sale 2016

To: Mayor John Hohenfeldt
Date: June 15, 2016

Good Morning,

In an ongoing effort to ensure operational efficiency, the Cudahy Fire Department regularly evaluates its inventory of excess equipment. Some of this equipment is kept on hand as backup to front line equipment or it is kept for spare parts. However, sometimes we find equipment that we will not use and no longer has any value to us. We currently have two (2) helmet mounted thermal imaging systems that fit that description.

This type of thermal imaging equipment was the state-of-the-art approximately 20 years ago. It has not been in service for the CFD for at least 11 years. Therefore, I am requesting permission to sell these pieces of equipment. Our plan is to list them on eBay with a starting price of \$300.00 but we will likely have to accept less than that.

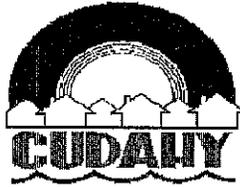
Please let me know how you would like me to proceed.

Thank You,

A handwritten signature in cursive script that reads 'Daniel M. Mayer'.

Daniel M. Mayer, Fire Chief

NB #6



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda item: Discussion and Necessary Action on request from the Fire Department to approve the Bid to Purchase outdated SCBA Equipment

Honorable Members of the Common Council

As the Common Council is aware the Cudahy Fire Department applied for and received a Federal Grant to purchase new self-contained-breathing-apparatus (SCBA) along with other communities. The SCBA units that were replaced under this grant no longer meet current standards for service.

With that, the Chief and members of the Fire Department have found a source of disposal that will be able to utilize this equipment for replacement parts and / or scrap. Attached to this memo is the information provided by the Chief.

My recommendation to the Common Council would be a motion to approve the Bid to Purchase from Dalmatian Fire Equipment Inc. in the amount of \$4,545.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt", written in a cursive style.

John R. Hohenfeldt

Mayor

06/28/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us



Cudahy Fire Department
Fire Chief Daniel M. Mayer
4626 South Packard Ave
Cudahy, WI 53110
414-769-2231
414-769-2266 (fax)

External Communication
SCBA Sale 2016

To: Mayor John Hohenfeldt
Date: June 14, 2016

Good Morning,

As you are aware, the Cudahy Fire Department received a federal grant for the purchase of new self-contained-breathing apparatus (SCBA). That grant was in the amount of \$326,036.99 and it was shared between Cudahy and South Milwaukee Fire Departments.

With the purchase and installation of those state-of-the-art SCBA, the CFD is left with the old SCBA which do not meet current national standards and which hold no use or value for the CFD. Even though these SCBA do not meet current standards for service, they still hold some value for scrap and spare parts. Therefore, I am requesting to sell those SCBA at this time. Please find attached a Bid to Purchase from Dalmatian Fire Equipment Inc. in the amount of \$4,545.00.

Please let me know how you would like me to proceed.

Thank You,

Daniel M. Mayer, Fire Chief

Bid to Purchase

Dalmatian Fire Equipment, Inc.
75 Oak Avenue
Eaton, CO 80615

Phone: 970-454-9700
www.dalmatianfire.com

Date	Bid No.
6/3/2016	P12326

Vendor	Ship To	
Cudahy Fire Dept Jeffery Bloor 4626 S Packard Ave Cudahy, WI 53110	Dalmatian Fire Equipment, Inc. 14 OAK AVE EATON, CO 80615	
Vendor Phone	Vendor Fax	Ordered By:
414-769-2231	414-769-2266	RKK
Vendor E-mail	Terms	Ship Via
bloor@ci.cudahy.wi.us	Net 30	Unishippers
Expected	In Transit	Tracking Number

MPN	Description	Qty	Rate	Amount
6000 psi cascade cylinder	MSA 4.5 AirFrame FireHawk CBRN ICM Plus, STC, 2002 Spec SCBA, fire-rated, USED	18	85.00	1,530.00
	MSA 4.5 AirFrame FireHawk CBRN ICM Plus, STC, 2002 Spec SCBA, fire-rated, OUT OF SERVICE	4	50.00	200.00
	MSA UltraElite Face Mask - Slide2Con, CBRN, Med, Used	35	20.00	700.00
	MSA SCBA HUD Receiver, Used	22	10.00	220.00
	MSA, 45/4500-04 Stealth Carbon Fiber, Short Fat, No Valve Cylinder-USED	40	30.00	1,200.00
	MSA Cylinder Valve 4.5, Used	40	5.00	200.00
	6000 psi Cascade Cylinder-Yellow with 702 valve and cap-USED	3	125.00	375.00
	MSA SCBA Extended Duration Quick Connect Hose for Extend Air w/bag, Used	3	10.00	30.00
	SCBA Wall Mount Walkaway Bracket for 30/2216, & 45/4500 Zlomatic	9	10.00	90.00
	EQUIPMENT ACCEPTANCE-All vendor equipment values are estimated based on vendor provided descriptions and lists. Final price will be determined at time of receipt and inspection by Dalmatian based on actual items received. To receive full value, all equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices must function. All components not meeting these requirements will be treated as scrap and value will be proportionately reduced.		0.00	0.00
Total				

THIS BID TO PURCHASE IS GOOD FOR 30 DAYS.

U.S.A.

Should you have any questions, please call, fax or e-mail me at russ.kates@dalmatianfire.com
Page 1

CANADA

Dalmatian Fire Equipment, Inc.
 75 Oak Avenue
 Eaton, CO 80615

Bid to Purchase

Date	Bid No.
6/3/2016	P12326

Phone: 970-454-9700
 www.dalmatianfire.com

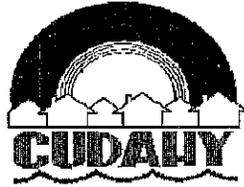
Vendor		Ship To	
Cudahy Fire Dept Jeffery Bloor 4626 S Packard Ave Cudahy, WI 53110		Dalmatian Fire Equipment, Inc. 14 OAK AVE EATON, CO 80615	
Vendor Phone	Vendor Fax	Ordered By:	RKK
414-769-2231	414-769-2266		

Vendor E-mail	Terms	Ship Via	Expected	In Transit	Tracking Number
bloor@ci.cudahy.wi.us	Net 30	Unishippers			

MPN	Description	Qty	Rate	Amount
	<p>EQUIPMENT SHIPMENT PREPARATION-Equipment must be properly packed for intended transport. All packaging and packing materials must be new. Reused packaging packing materials are not acceptable. Pictures may be required upon request. Always use pallets that are in good condition and durable. Stack boxes squarely on pallet, corner-to-corner with no overhang (stack near the edge but don't go over). Distribute weight evenly on pallet and make sure the top surface is flat to minimize chances of damaged boxes. Secure the boxes/cantons to the pallet using shrink-wrap, aka "stretch wrap". All cylinders MUST BE EMPTY AND VALVES OPEN before shipping. PLEASE MAKE SURE THE BOXES ARE TIGHTLY OVERWRAPPED AND SECURE ON THE PALLETS, DALMATIAN WILL ONLY PAY FOR EQUIPMENT ACTUALLY RECEIVED. IF EQUIPMENT IS LOST IN TRANSIT BECAUSE OF POOR PREPARATION, THE INSURANCE COMPANY MAY NOT COVER THE LOSS. PLEASE E-MAIL PICTURES OF ALL PALLETS TO VERIFY THAT THEY ARE CORRECTLY PREPARED. When equipment is ready for pickup, call Dalmatian Fire Equipment with all pallet dimensions and estimated weights. Dalmatian will send a truck to pick up the equipment you are selling to us.</p> <p>Dalmatian will not pay for equipment lost, stolen or damaged during shipping, this is covered by insurance that Dalmatian pays the shipping company for. All insurance proceeds arising out of a claim for lost, stolen or damaged equipment from this Purchase Order will be returned to seller. Processing claims can take up to 60 days or more. Seller agrees to accept insurance proceeds as payment in full for any lost, stolen or damaged equipment.</p> <p>X _____ Seller agrees to terms and conditions</p>		0.00	0.00

THIS BID TO PURCHASE IS GOOD FOR 30 DAYS. **Total** \$4,545.00

NB # 7



John Hohenfeldt
Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda item: Discussion and Necessary Action on request from the Public Health Officer to enter into Preparedness and Health and Safety Service Agreement with the American Red Cross.

Honorable Members of the Common Council

From our Public Health Officer, she is requesting to enter into an agreement between the Cudahy Health Department and the American Red Cross. A copy of the agreement has been attached to this memo and reviewed by the City Attorney.

My recommendation for this item would be a motion to approve the Preparedness and Health and Safety Service Authorized Provider Agreement between the American Red Cross and the Cudahy Health Department with authorization to execute the agreement by the Public Health Officer.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt". The signature is written in a cursive style with a large initial "J".

John R. Hohenfeldt

Mayor

06/28/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us



Authorized Provider Agreement

This **Authorized Provider Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and **Cudahy Health Department** (the "AP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the AP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the AP's use in the instruction of Red Cross training courses specified in Appendix B ("Courses") within AP's organization and all other Entities/Locations designated on Appendix C.

- 1. AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
 - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
 - 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by AP to teach on its behalf during the term of the Agreement.
 - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new AP Instructors before permitting such Instructors to teach a Course.
 - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies").
 - 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and AP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
 - 1.6. Permit Red Cross to perform random observations of AP's Courses.
 - 1.7. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
 - 1.8. Timely pay the required fees in connection with the Agreement.
 - 1.9. Recognize its responsibility for all liabilities arising out of AP's performance under this Agreement. AP understands and acknowledges it is the responsibility of the AP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to AP or its Instructors.

- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training content and Course Materials available to AP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
 - 2.2. Approve properly submitted Course Records and provide digital certifications, if applicable, for Course participants with a valid, unique email address.
 - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to enter Course Records and print Course certificates.

- 3. Term and Termination.**
 - 3.1. This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.



**American
Red Cross**

**Preparedness and Health and Safety Services
Authorized Provider Agreement**

- 3.2. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
- 3.3. The following provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.
- 4. Fees and Invoicing.**
- 4.1. AP will remit payment by credit card or will be invoiced, if approved.
- 4.2. Fees are set forth on Appendix B.
- 4.3. Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4. To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
- American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5. For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6. Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the AP or any Red Cross employee, volunteer, Licensed Training Provider or AP.
- 5. Notices.** Each Party's contact for legal notices under this Agreement is listed on Appendix A.
- 6. Confidentiality and Intellectual Property.**
- 6.1. Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.



**American
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**Preparedness and Health and Safety Services
Authorized Provider Agreement**

7. Miscellaneous.

- 7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2. Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3. Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4. Independent Contractors. Each Party shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5. Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6. Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington, D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.
- 7.7. Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Customer Name: Cudahy Health Department	The American National Red Cross
Customer Signature:	Red Cross Signature: <small>Digitally signed by:</small> <i>Andy Kaul</i> <small>302A3B532AEC7AD</small>
Name: Katie Lepak	Name: Andy Kaul
Title:	Title: Rep IV, Sales
Date:	Date: 6/16/2016



**American
Red Cross**

**Preparedness and Health and Safety Services
Authorized Provider Agreement**

**Authorized Provider Agreement
Appendix A – Contact Information**

Customer Information

Customer: **Cudahy Health Department**

Customer Address: **5050 South Lake Drive** Customer Fax: _____
Cudahy, WI 53110

Organization ID: **49110CHD**

Customer Contact: **Katie Lepak**

Customer Contact Email: **katiel@ci.cudahy.wi.us**

Customer Contact Phone: **(414) 882-2390** Extension: _____

Billing Contact Name: **Katie Lepak**

Billing Contact Phone: **(414) 882-2390** Extension: _____

Billing Contact Email: **katiel@ci.cudahy.wi.us**

Customer Billing Address : **5050 South Lake Drive**
Cudahy, WI 53110

Red Cross Contact Information

Name: **Andy Kaul**

Phone: **(414) 308-4986** Ext.: _____ Email: _____
andy.kaul@redcross.org

Legal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross,
Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



**American
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**Preparedness and Health and Safety
Services**

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	30.00	\$27.00
AP-HSSSFA415R	Adult and Pediatric First Aid/CPR/AED Review	30.00	\$19.00
AP-HSSBBP101	AP-Bloodborne Pathogens	30.00	\$10.00

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Method of Payment

Preferred Payment type

Credit/Debit Card



Authorized Provider Agreement

Appendix C – Entities/Locations Covered by Agreement

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

All Domestic Locations (additional legal entity names must be listed)

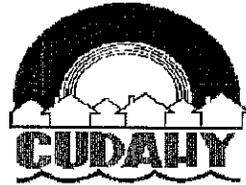
Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org. ID
<p><i>Example:</i> Name: ABC Mid-Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: sally.safety@abc.com Phone: 800-555-1212</p>	<p><i>Regional Distribution Center</i></p>	<p>ABC1231542</p>
<p>Name: Cudahy Health Department Address: 5050 S. Lake Dr. Cudahy, WI. 53110 Contact: Krystal Refenstein Email: krystalr@ci.cudahy.wi.us Phone: 414-882-2389</p>	<p>Relationship: Instructor</p>	<p>Organization ID: 49110CHD</p>
<p>Name: Address: Contact: Email: Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>
<p>Name: Address: Contact: Email: Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>
<p>Name: Address: Contact: Email: Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>

If there are additional entities/locations, please complete Addendum to Appendix D for AP and LTP Agreements.

0 Addenda Attached

NB #8



John Hohenfeldt
Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council
RE: Mayor's Appointments to Various City Boards, Commissions, and Committees.

Honorable Members of the Common Council, The Chair nominates the following Mayoral appointments to various board, commissions, and committees for your confirmation this evening.

Library Board

Tom Pavlic, 3 year term, term expiring June 30, 2019

With these nominations, these persons shall constitute Committee Member Nominations, and a motion to approve the Mayor's appointments would be in order.

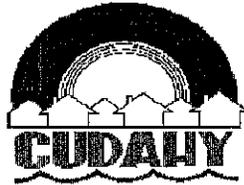
Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt", written over a horizontal line.

John R. Hohenfeldt
Mayor

06/28/2016

NB # 9



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Member of the Common Council

RE Agenda Item: Discussion and necessary action for the City of Cudahy to enter into an agreement with Motorola Solutions, Inc.

Dear Honorable Members of the Common Council:

The City of Cudahy and Cudahy Police Department have been working for over two years on the upgrade of the digital radio system with Milwaukee County to provide Emergency Dispatch Service. With this transition, it was identified that through this conversion process, the Cudahy Police Department Emergency Dispatch Equipment would need to be upgraded.

Tonight, you have the proposal for your review and approval from Motorola Solutions, Inc. "Motorola". The contract being presented to you tonight has been reviewed by Cudahy City Attorney Paul Eberhardy, after a lot of hard work and effort by Director of Technology Jay Fernandez and the entire team that has worked on this project.

As a part of the 2016 capitol borrow, \$350,000 was borrowed for the specific purpose of the upgrade to the dispatch center. This \$350,000 includes all items associated with this equipment purchase and conversion. The pricing listed on page 23 of this contract is in the amount of \$212,739.00.

My recommendation to the common council is:

A motion to approve the Contract between Motorola Solutions and the City of Cudahy in the amount of \$212,739 and authorization for the Mayor to execute the contract documents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt".

John R. Hohenfeldt
Mayor
06/28/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

PROPOSAL
CUDAHY, WI

MCC 7500 CONSOLE



MOTOROLA SOLUTIONS



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2016 Motorola Solutions, Inc. All rights reserved.



TABLE OF CONTENTS

1. System Description.....	5
1.1 MCC 7500 Solutions Overview.....	5
1.2 Console Connectivity.....	7
1.3 Elements of the MCC 7500.....	8
1.4 Additional Equipment.....	10
1.5 Equipment List.....	12
1.6 Cudahy_Customer Equipment List 6.11.16.....	13
2. Implementation Plan.....	15
2.1 Statement of Work.....	15
2.2 Project Schedule.....	19
3. Lifecycle Support Services.....	20
3.1 Milw Co SUA_SUS MSI Commitment FINAL 032216 with signature.....	22
4. Pricing.....	23
4.1 Pricing Summary.....	23
5. Contractual Documentation.....	24
5.1 Motorola.CSA.FINAL.03.29.16 Cudahy PD v2.....	25



June 15, 2016

Thomas Poellot
Chief
5050 S. Lake Drive
Cudahy, Wisconsin 53110

RE: Motorola MCC 7500 Console

Dear Mr. Poellot,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Cudahy Police Department quality communications equipment and services. Motorola's project team has taken great care to propose a solution to address your needs and provide unsurpassed value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution provides two MCC 7500 Dispatch Console operator positions, a GGM 8000 Site Gateway, a conventional site controller, Conventional Channel Gateway, Aux I/O Server and spares, as well as the implementation and warranty services needed to support them.

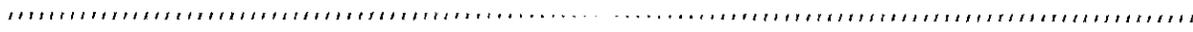
This proposal is subject to the terms and conditions in the enclosed Communications System Agreement, together with its Exhibits, and shall remain valid for a period of 60 days from the date of this letter. Motorola would be pleased to address any concerns Cudahy PD may have regarding the proposal. Any questions can be directed to Peter Jafuta, Account Manager at 262-227-7727.

Our goal is to provide Cudahy PD with the best products and services available in the communications industry. We thank you for the opportunity to implement the proposed communications solution for you, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Bill Burton
Area Sales Manager

MOTOROLA SOLUTIONS, INC.



SECTION 1

SYSTEM DESCRIPTION

1.1 MCC 7500 SOLUTIONS OVERVIEW

Motorola's proposed dispatch solution for the City of Cudahy Police Department is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Cudahy's dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide City of Cudahy Police Department with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. See the figure titled "MCC 7500 Dispatch Console."

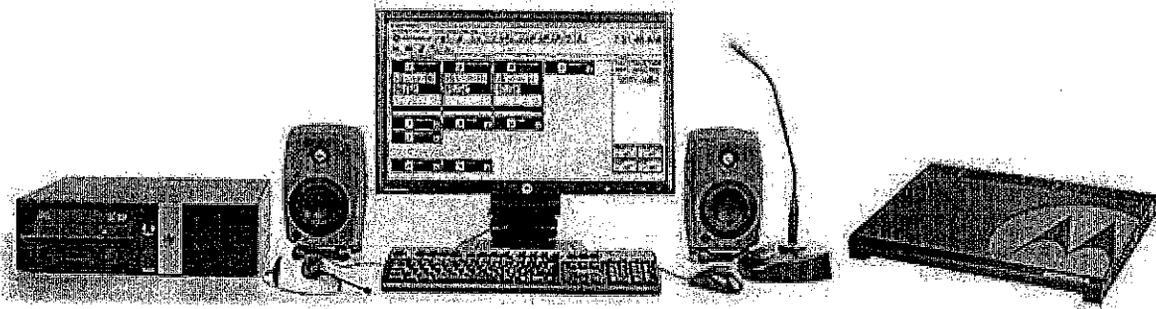


Figure 1: MCC 7500 Dispatch Console. Console includes desktop PC, headset, speakers, display, keyboard, mouse, microphone, and Voice Processor Module

The proposed solution for Cudahy PD includes two MCC 7500 Dispatch consoles spread across the following locations:

1. Cudahy Police Department

The following tables summarize the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

Table 1: Proposed Equipment at Cudahy Police Department

Qty	Equipment
Operation Positions	
2	Personal Computer with Windows 7
2	Voice Processor Module
2	Computer Display with Touch Screen
4	Headset Jack
8	Headsets
8	Desktop Speakers
2	Footswitch
2	Gooseneck Microphone
2	Instant Recorder Port
2	Telephone Headset Port
Additional Equipment	



Qty	Equipment
2	Console LAN Switch
2	Console Site Router
2	GGM 8000 Gateway with a Conventional Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
1	SDM 3000 Auxiliary Input/Output Server
1	MCD5000 Deskset
6	APX 7500 Consolettes



1.2 CONSOLE CONNECTIVITY

The proposed MCC 7500 Dispatch consoles will connect into the ASTRO 25 master site at OASIS Master Site. A conceptual diagram of the proposed console connectivity has been provided in Figure 1-2.



Figure 2: System connectivity for proposed solution.

The solution will rely on Ethernet links provided by Cudahy PD for backhaul connectivity. The links will go from the dispatch center to the Oasis Master site. Two links are recommended. The two CCGW's will interface to the 9 existing conventional channels including the following stations: the CUPD1 Backup, CUPD2 Backup, CUPD1 Backup, Consolette, Calling Base, DPW, Fire VHF, IFERN VHF, IFERN 800 Backup. There are 7 conventional ports available for additional channels if needed. The SDM3000 Aux I/O Server will provide up to 16 relays and 48 inputs to interface to Cudahy's existing Aux I/O's. It is anticipated that 4 relays and 4 input buffers will be interfaced to the SDM3000 server. Cudahy PD plans to log talkgroups using an over the air solution with consolettes and existing logging recorder. One consolette is required for each talkgroup that will be logged. Conventional channels may be logged via the logging output on the CCGW.

The following are the specifications for any dispatch center wishing to connect digital-based MCC7500 dispatch operator positions to the new digital radio system:

Interface Type:	Transparent Layer 2 Ethernet (with the ability to pass through all of the system's VLANs without alteration)
Minimum Throughput/ Link Speed:	5Mbps for a typical dispatch center[1]
Latency/Delay:	No more than 10 milliseconds one-way
Jitter:	10 milliseconds
Endpoints:	The connection must terminate at your dispatch center and at the new digital system's Share Core location at 2120 Davidson Road, Waukesha, Wisconsin 53186.

[1] The throughput specification of 5Mbps will support small, medium, and large dispatch centers (up to a maximum size of a center that processes 100 trunked calls, 30 conventional calls from "remote" locations, and 16 "local" conventional calls and that has up to 50 operator positions)

////////////////////////////////////

1.3 ELEMENTS OF THE MCC 7500

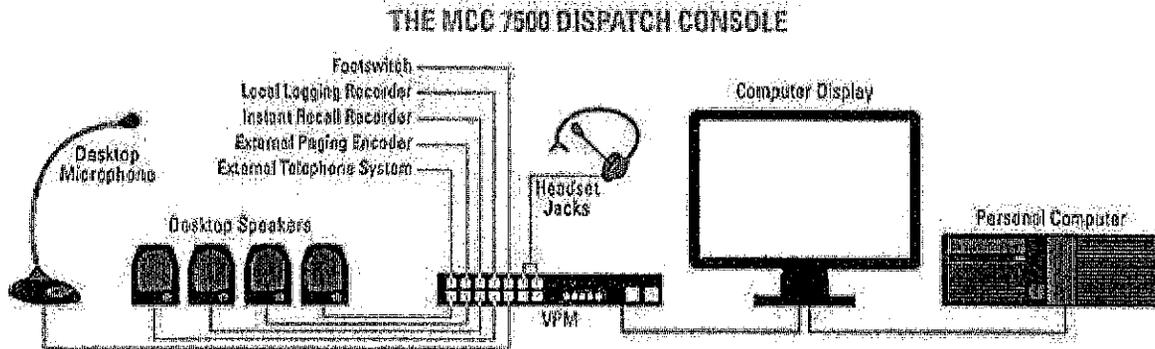


Figure 3: MCC 7500 Dispatch Console Components

As proposed to Cudahy PD, each MCC 7500 Dispatch console includes the following elements:

Personal Computer (PC)

The personal computer included with the console position runs Microsoft Windows 7, and is certified by Motorola to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured.

Computer Display

A 22" Computer Display with Touch Screen is provided with each MCC 7500 dispatch console.

Headset Jack

The dispatch console supports two headset jacks, both push-to-talk (PTT) and non-PTT-enabled for simultaneous use by the dispatch operator and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a push-to-talk switch, and a long cord that connects with the dispatch console. The headset top consists of the earpiece and microphone, as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch console's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Voice Processor Module (VPM)

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

Footswitch

Each dispatch console includes a dual pedal footswitch that can be configured to control general transmit and monitor functions

Headset Port

The telephone/headset port allows the connection of an external telephone to the dispatch console, allowing the operator to use a single headset to communicate on both the radio system and a telephone system

Desktop Speakers

Four audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

Instant Recall Recorder (IRR) Port



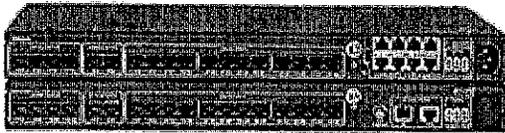
The IRR port enables the connection of a short-term audio recorder, which allows the recording and playback of recent audio received by the console. The IRR software is existing and will be provided by Cudahy PD.



////////////////////////////////////
1.4 ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the MCC 7500 to meet Cudahy's needs.

SDM 3000 Auxiliary Input/Output Server



The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.

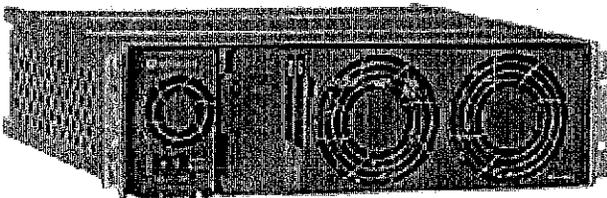
GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)



The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports,

and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital, and mixed mode channels.

GCP 8000 Conventional Site Controller

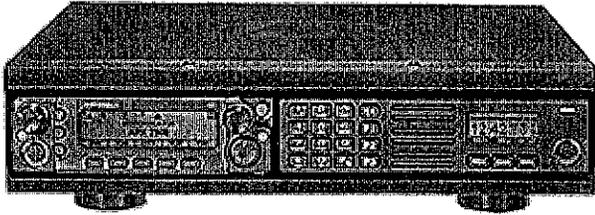


The GCP 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at an MCC 7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.

MCD 5000 Deskset System

The MCD 5000 Deskset system includes the MCD 5000 Deskset, the MCD 5000 Radio Gateway Unit and an HP Ethernet Switch. The MCD 5000 Deskset provides radio dispatch capability when connected to a two-way radio device by emulated the buttons and display of the connect radio. MCD 5000 Desksets can be placed anywhere on the IP network. Each MCD 5000 Deskset connects to a single radio device at a time. The MCD 5000 Deskset is connected to a selected radio over IP network via the MCD 5000 Radio Gateway Unit (RGU). Up to 4 radios can be connected to the Radio Gateway Unit; however the MCD 5000 deskset will only monitor one radio channel at a time.

APX 7500 Control Stations



The APX 7500 control station provides backup communications for your dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.

The control station will be connected to a GGM 8000 as an interface to mutual aid audio or other systems, enabling dispatchers to communicate with field users on the control station via the MCC 7500 console. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also continue to use their consoles to communicate with field users via the control stations.



1.5 EQUIPMENT LIST

Please see the attached equipment list for the proposed solution.



BLOCK	LIN	QTY	APC	QTY	NOMENCLATURE	DESCRIPTION
OP_POS	1	-	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
OP_POSIT	2	-	443	2	B1933	MCC 7500 ASTRO 5 SOFTWARE
OP_POSIT	2	a	443	2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
OP_POSIT	2	b	443	2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
OP_POSIT	2	c	443	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
OP_POSIT	2	d	443	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
OP_POSIT	3	-	708	2	DSEV221	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
OP_POSIT	4	-	708	2	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
OP_POSIT	5	-	877	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
OP_POSIT	6	-	443	8	B1912	MCC SERIES DESKTOP SPEAKER
OP_POSIT	7	-	443	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
OP_POSIT	8	-	443	4	B1913	MCC SERIES HEADSET JACK
OP_POSIT	9	-	706	8	RLN6099A	HDST MODULE BASE W/PPT, 25' CBL
OP_POSIT	10	-	706	8	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
OP_POSIT	11	-	708	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
OP_POSIT	12	-	708	2	T7885	MCAFFEE WINDOWS AV CLIENT
SWITCH	13	-	147	2	CLN1856	2620-24 ETHERNET SWITCH
ROUTER	14	-	147	2	SQM01SUM0205	GGM 8000 GATEWAY
ROUTER	14	a	147	2	CA01616AA	ADD: AC POWER
AUX_IO	15	-	469	1	F4543	SITE MANAGER BASIC
AUX_IO	15	a	469	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
AUX_IO	15	b	469	1	V266	ADD: 90VAC TO 260VAC PS TO SM
AUX_IO	15	c	469	3	V592	AAD TERM BLCK & CONN WI
GCP8000	16	-	112	1	T7038	GCP 8000 SITE CONTROLLER
GCP8000	16	a	112	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GCP8000	16	b	112	1	X153AW	ADD: RACK MOUNT HARDWARE
GCP8000	16	c	595	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
CCGW	17	-	147	2	SQM01SUM0205	GGM 8000 GATEWAY
CCGW	17	a	147	2	CA01616AA	ADD: AC POWER
CCGW	17	b	147	2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
License	18	-	877	1	SQM01SUM0239	MASTER SITE CONFIGURATION
License	18	a	877	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
License	18	b	877	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
License	18	c	877	1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC
RACK	19	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
RACK	20	-	207	2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
RACK	21	-	207	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
RACK	22	-	207	1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT
RACK	23	-	207	12	DS37502851	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1
RACK	24	-	228	1	BLN6200	AC POWER STRIP, 6 OUTLET
RACK	25	-	708	1	DSJPM111AR5	ECONOMY CAT5E PATCH PANEL- 24 PORT
RACK	26	-	547	1	3182602Y06	GROUNDING BUS BAR
RACK	27	-	895	3	0310917A36	SCRMCH M6X1X20 STRPAN STLZNC
RACK	28	-	687	1	2983724Y01	LUG, 2-HOLE RACK GND BAR
RACK	29	-	687	6	1483893Y01	INSULATOR, RACK GROUND BAR
RACK	30	-	280	5	0784469Y02	BRKT, CBL SUPPORT
SPARES	31	-	443	1	B1912	MCC SERIES DESKTOP SPEAKER
SPARES	32	-	443	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
SPARES	33	-	443	1	B1913	MCC SERIES HEADSET JACK
SPARES	34	-	708	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
SPARES	35	-	147	1	SQM01SUM0205	GGM 8000 GATEWAY
SPARES	35	a	147	1	CA01616AA	ADD: AC POWER
SPARES	35	b	147	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
SPARES	36	-	443	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
SPARES	36	a	443	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
SPARES	36	b	443	1	CA00182AB	ADD: AES ALGORITHM
SPARES	37	-	271	1	3082933N08	GR500 AC POWER CORD
SPARES	38	-	512	1	1009513001	PWR SPLY 108W AC INP 12VDC OUT W18
SPARES	39	-	443	1	30009351001	DC CABLE ASSY
SPARES	40	-	112	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
SPARES	41	-	112	1	DLN6781	FRU: POWER SUPPLY

SPARES	42	-	112	1	DLN6898	FRU: FAN MODULE
SPARES	43	-	147	1	GLN1856	2820-24 ETHERNET SWITCH
MCD5000	44	-	202	1	F2380	MCD 5000 DESKSET
MCD5000	45	-	202	1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
MCD5000	46	-	202	1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
MCD5000	47	-	202	1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
MCD5000	48	-	202	1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
MCD5000	49	-	708	1	RMN5068A	DESKTOP MIC
MCD5000	50	-	202	5	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
MCD5000	51	-	854	1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
MCD5000	52	-	202	1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
Consolettes	53	-	656	6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
Consolettes	53	a	185	6	GA05100	ENH: STD WARRANTY APPLIES-NO SFS
Consolettes	53	b	761	6	CA01598	ADD: AC LINE CORD US
Consolettes	53	c	656	6	G361	ADD: P25 TRUNKING SOFTWARE
Consolettes	53	d	656	6	G51	ENH: SMARTZONE OPERATION APX
Consolettes	53	e	656	6	G806	ADD: ASTRO DIGITAL CAI OPERATION
Consolettes	53	f	761	6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
Consolettes	53	g	656	1	W382	ADD: CONTROL STATION DESK GCAI MIC
Consolettes	53	h	656	6	GA01767	APX MOBILE RADIO AUTHENTICATION
Consolettes	54	-	761	6	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT



SECTION 2

IMPLEMENTATION PLAN

2.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. Table describes the tasks involved with installation and configuration.

Table 2: Project Tasks and Responsibilities

Tasks	Motorola	Cudahy PD
Kickoff and Team Creation		
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Defined Project Team		
Equipment Order and Manufacturing		
Process Equipment Order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment ordered and manufactured ready to ship to destination		
Design Review		
Review the operational requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discuss the proposed cutover plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct site evaluations to capture site details of the system design and to determine site readiness.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Determine each site's ability to accommodate proposed equipment based upon physical capacity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submit design review documents for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approve design review documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Design review document delivered to and approved.		
Equipment Shipment and Storage		
Ship all equipment to the field.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receive Motorola-provided equipment and store.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inventory Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment received and ready for installation		
Site Access		
Provide Site Access.	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Tasks	Motorola	Cudahy PD
Provide necessary buildings, equipment shelters, and towers for installation of the new equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ensure adequate electrical power in proper phase and voltage at the sites for the MCC console equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards for the MCC console equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Obtain all licensing and permitting for sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Access, permitting, and licensing for sites of equipment installation.		
General Equipment Installation		
Deliver equipment to site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide network link resources for console connectivity to master site. All backhaul connectivity and associated equipment for all sites is the responsibility of the customer. This includes providing and installing the required dual/redundant T1/Ethernet connectivity, and interface modules between the zone/master site and dispatch site, in addition to zone/master to remote site links per Motorola specifications. The Dual/Redundant T1/Ethernet backhaul links from the dispatch center to the Master Site (MSO) must meet Motorola's latency, jitter, and capacity requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cudahy will request connectivity installer to conduct testing of fiber to Motorola specifications and to provide results of such testing. Motorola will perform site fiber link testing only if the original installer has not or will not provide documentation of their successful completion of such testing. Verification of the fiber site link performance will be done prior to the interconnection of the Motorola-supplied equipment to the link equipment. If the link does not pass the Motorola link specification, it is the customer's responsibility to correct and to provide the updated link performance testing data.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and brace equipment racks in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including fiber, microwave, leased lines, and Ethernet. Interconnect the SDM3000 and the CCGWs to the MCC7500 console system and to existing relays, existing inputs, and existing conventional channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that Type 1 and Type 2 AC suppression is installed to provide protection to the fixed network equipment and console operator positions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and terminate all power cabling from AC-powered equipment to surge suppression panels at the top of the rack.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect the appropriate equipment to the ground system in accordance with Motorola's R56 Site Installation standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Apply Motorola-provided labeling to field installed equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Tasks	Motorola	Cudahy PD
Install RF local consolettes identified in the equipment list. Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the consolette and remote control device. Provide an outlet within 6 feet of the unit.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply a ground point of 5 ohms or less located in the immediate vicinity (within six feet) of the finalized location of the antenna and consolette.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Program all consolettes according to the developed programming template, prior to delivery.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
System Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Set up the consoles to perform dispatching operations on the radio system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completion of system optimization		
Functional Testing		
Verify the operational functionality and features of the consoles and the system supplied by Motorola, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Successful completion of functional testing, approval of functional testing, and System Acceptance		
Cutover		
Develop a mutually agreed upon cutover plan based upon discussions held during the Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct cutover meeting with user group representatives to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify the user groups affected by the cutover (date and time).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
During cutover, follow the written plan and implement the defined contingencies, as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduct a roll call of all users working during the cutover, in an organized and methodical manner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Tasks	Motorola	Cudahy PD
Provide Motorola with the subscriber information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication, as applicable, with OASIS (Milwaukee/Waukesha) system regarding the dispatch console project and schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Successful migration from old system to new system		
Finalize Documentation		
Provide an electronic as-built system manual on CD. The documentation will include the following: • System, site, and rack diagrams • Equipment inventory list • Functional acceptance test plan test sheets and results • Console programming template • Service and operator manuals Documentation will be delivered in Adobe PDF format.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
All required documents are provided and approved Final Project Acceptance		

2.2 PROJECT SCHEDULE

The estimated time for completion of the project is 4-6 months from Project Kickoff through Final Project Acceptance. A final project schedule will be developed based upon mutual agreement between Motorola and City of Cudahy at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with R56 upgrades, installation, cabling and providing unobstructed cable routes. The specific and detailed scheduled will be determined during the DDR.





SECTION 3

LIFECYCLE SUPPORT SERVICES

To maintain Cudahy's equipment, Motorola offers our standard commercial warranty as set forth in the Communications System Agreement.

In addition to the standard warranty, Motorola is including customized services during the warranty, as summarized in the table. Upon request, Motorola will provide detailed statements of work that fully describe these proposed services.

A description of the proposed services are included in this section.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUA II please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.

Service Description	Additional Above Warranty	Additional Post Warranty
Infrastructure Repair with Advanced Replacement	Included	Not Included
Onsite Infrastructure Response	Included	Not Included
Preventive Maintenance	Included	Not Included
Dispatch and Incident Management	Included	Not Included
Security Update Service	Included	Included 10 Years
System Upgrade Agreement Services: SUA II	Included	Included 10 Years

Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola or by another vendor. When a component fails, Cudahy PD will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola for repair. When requesting a replacement component, Cudahy PD can choose to either keep the replacement component or send it back to Motorola once the original failed component is repaired and returned. Motorola will pay two-way shipping on all components shipped through this service.

Onsite Infrastructure Response

Onsite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola's Call Center contacts the local authorized service center in Cudahy's area and dispatches a qualified technician. Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.

Preventive Maintenance

During Preventive Maintenance, Motorola-certified field technicians will inspect Cudahy's equipment on a routine basis to ensure that the equipment continues to meet original manufacturer's specifications. If a situation warrants it, technicians will be dispatch to perform hands-on examinations and diagnostics. This service will help to detect potential problems before they develop, maximizing equipment performance, reducing the possibility of failures, and prolonging equipment life.



Dispatch and Incident Management

Dispatch ensures that local, trained and qualified technicians will arrive at the customer's location to diagnose and restore their communications network. When a notification occurs from an automatic alarm or through a scheduled maintenance notification, Motorola's Call Center assigns a number to the incident and triages the issue with the appropriate support team. The Call Center oversees all aspects of the event and incident management process during repair and restoration, tracking open issues to ensure that they are managed to resolution within the required time frame. This continuous oversight provides a record of events associated with each case that can be presented in the form of incident activity reports. This incident management system can also be accessed remotely via Motorola Online portal.

Security Update Service

Security updates appropriate for the commercial environment are often designed without mission-critical systems in mind. Motorola will ensure that commercial anti-virus definitions and operating system software patches are compatible with the proposed dispatch consoles. Our expert network security technologists analyze, test, and validate the latest security software updates in a dedicated test lab and will provide Cudahy PD with regular electronic updates of compatible updates.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUAll please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.

System Upgrade Agreement II

Motorola's system upgrade agreement (SUA II) provides up to one system upgrade of Cudahy's equipment every two contract years. The SUA II is a complete package of hardware, software and implementation services required to update the proposed dispatch consoles to an eligible system release with an equivalent level of functionality. These system updates will ensure the availability of repair services support to OEM components, optimization of system expansion, and may include operational enhancements if included with a system release upgrade. The SUA service includes the professional implementation services necessary to guarantee that the system upgrades cause minimal interruption to system operation, and as little reliance on Cudahy's resources as possible.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUAll please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.



March 22, 2016

Ms. Christine Westrich, Director OEM
Erik Veil, Director Radio Services Division
901 N. 9th Street, Room 300
Milwaukee, WI 53233

This letter is to confirm that Motorola Solutions Inc. (MSI) will provide the services of System Upgrade Assurance, 2-year (SUA-II), Security Update Service (SUS), and Technical Support (TS) at no cost for years 1-10 from date of MCC7500 console system acceptance to Qualifying Customers. A Qualifying Customer is defined as

- 1) A municipality within Milwaukee County that operates a wireline-connected dispatch of less than 13 positions that connects its dispatch center to the Milwaukee County subsystem of the OASIS P25 radio system, AND
- 2) Enters into a contract with MSI and provides a purchase order in calendar year 2016.

This offer is also extended to those municipalities within Milwaukee County that have already purchased or that already own or that have already ordered MCC7500 consoles, namely Oak Creek, South Milwaukee, Bayside, and West Allis.

Municipalities within Milwaukee County that purchase wireline MCC7500 consoles (for connection to the Milwaukee County OASIS subsystem) by executing contracts with MSI in calendar year 2017 or later will receive the standard (1) year equipment warranty from date of MCC7500 console system acceptance and will be offered SUA-II, SUS, and Technical Support at a special first-year price of \$749 with a 2% per year price increase for years 2-10. (Note that Milwaukee County requires operators of dispatch centers that have wireline connections to OASIS to procure SUA-II and SUS in order to maintain the same level of software and security as the system.)Municipalities that: i) are not within Milwaukee County, ii) operate dispatch centers of 13 or more dispatch positions, or iii) do not connect to the Milwaukee County subsystem of the OASIS P25 radio system must contact MSI directly for quotes for MCC7500 consoles and all associated service's.

MSI appreciates Milwaukee County and all associated municipalities within Milwaukee County as valued customers and we hope this offer assists in meeting the budgetary constraints in today's economy.

Sincerely,



Bill Burton



SECTION 4

PRICING

The following table provides a pricing breakdown for the proposed equipment and services.

4.1 PRICING SUMMARY

Description	Price
TOTAL ON-CONTRACT EQUIPMENT	\$81,712
TOTAL ABOVE-CONTRACT EQUIPMENT	\$110,336
Dispatch Center Wireline Operator Position Integration Services for On-Contract Equipment	\$6,700
Dispatch Center Equipment Integration Services for Above-Contract equipment	\$12,201
OPTIONAL: Training - one four hour training session at the municipality location per the municipality MCC7500 configuration.	\$530
OPTIONAL: Programming of spares (if not selected, spares will be programmed at time of use, charges may apply at that time)	\$750
Programming of Control Stations	\$354
Freight	\$156
Total with Options	\$212,739



SECTION 5

CONTRACTUAL DOCUMENTATION

Below please find attached our Communications System Agreement, including a standard Software License Agreement, a Payment Schedule for the proposed solution, and Service Agreement Terms and Conditions for the included above-warranty services.



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and City of Cudahy Police Department ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated June 2016
C-2	"Equipment List" dated June 2016
C-3	"Statement of Work" dated June 2016
C-5	"Performance Schedule" dated June 2016
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$212,868.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass upon shipment to Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and services performed.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

15.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of

this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

15.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for

protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Cudahy Police Department ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B

Payment Schedule

Except for a payment that is due on the Effective Date, Cudahy Police Department (Customer) will make payments to Motorola Solutions, Inc. (Motorola) within thirty (30) days after the date of each invoice.

Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 25% of the Contract Price due upon contract execution;
- 60% of the Contract Price due upon shipment of equipment;
- 5% of the Contract Price due upon installation of equipment;
- 5% of the Contract Price upon system acceptance or start of beneficial use; and
- 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipment of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

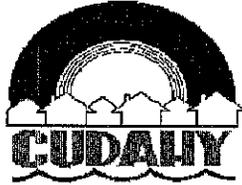
Title: _____

Title: _____

Date: _____

Date: _____

Update 1



John Hohenfeldt

Mayor, City of Cudahy

Honorable Members of the Common Council

Update from the Plan Commission June Meeting:

Dear Honorable Members of the Common Council:

I would like to provide this report to the Common Council regarding activity and approvals at the most recent meeting of the Plan Commission held on June 14, 2016.

The Plan Commission reviewed and took action on the following items:

1. Approved the proposed principal use for a retail physical fitness center at 3244 East College Avenue by the new owner of the building, the Federation of the Balkan American Associations.
2. Set a public hearing date before the Plan Commission of July 12 at 7:30 p.m., on a request for ancillary uses of the proposed retail physical fitness center at 3244 East College Avenue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt", written in a cursive style.

John R. Hohenfeldt

Mayor

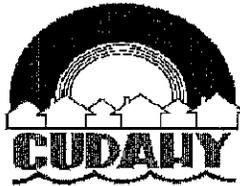
Chairman of the Plan Commission

06/15/2016

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

Update 2



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda item: Informational Update on Cudahy Health Department receiving Wisconsin Partnership Program at the UW School of Medicine and Public Health Grant

Honorable Members of the Common Council

Late during the week of June 13, 2016, the City of Cudahy and Cudahy Health Department were pleased to learn that the Cudahy Health Department has been awarded this \$45,000 grant for improving the Health of Cudahy's Youth. I would like to truly commend the entire Cudahy Health Department Team for their hard work and effort on this grant application and look forward to them working with community partners on the implementation of the grant's objectives.

Respectfully reported to the Common Council.

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt", written in a cursive style.

John R. Hohenfeldt

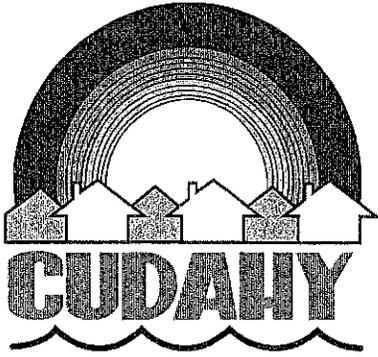
Mayor

06/28/2016

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6/16/16



5050 S. LAKE DRIVE • P.O. BOX 100510
CUDAHY, WI 53110-6108

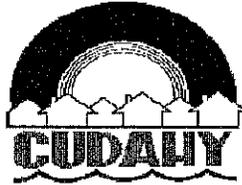
FOR IMMEDIATE RELEASE

Contact: Katie Lepak, Health Officer
Telephone: 414-769-2239
E-mail: KatieL@ci.cudahy.wi.us

**CUDAHY HEALTH DEPARTMENT RECEIVES FUNDING FROM
WISCONSIN PARTNERSHIP PROGRAM AT THE UW SCHOOL OF MEDICINE
AND PUBLIC HEALTH**

Cudahy, Wisconsin – June 16, 2016 – The Cudahy Health Department was awarded \$45,000 dollars from the Wisconsin Partnership Program at the UW School of Medicine and Public Health to implement the “*EatPlayGrow: A tool for Improving the Health of Cudahy’s Youth.*” This program will be a partnership between several community agencies. The grant funding, announced on June 16, will implement and sustain evidence based community interventions which further build a community that values childhood nutrition. The 18 month program will target young children ages 2-5 and their families. Prevention of childhood obesity was selected by the community as a priority area for the Cudahy Community Health Improvement Plan. Implementation of this project will assist with improving the health and wellbeing of the Cudahy community. Funding for this project was provided by the Wisconsin Partnership Program at the UW School of Medicine and Public Health. The Cudahy Health Department is grateful for this opportunity and looks forward to conducting this important work along with our partners. “This is yet another example of the high level of service provided by the Cudahy Health Department, a Level 3 Health Department which provides exceptional programs to the south shore area”, stated Mayor John Hohenfeldt. “I am extremely proud of the entire Cudahy Health Department Team that worked tirelessly on this grant. We can now offer even more opportunities on top of the already great programs we offer to our residents.”

“GENERATIONS OF PRIDE”



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE Agenda Item: Informational Update on Milwaukee County Community Development Block Grant Program and Applications for funding of the 2017 programs and services

Honorable Members of the Common Council

On the morning of June 17, 2016, I attended a mandatory meeting at Milwaukee County regarding the impending changes to the Community Development Block Grant Program for the 2017 application period. I will be summarizing some of the timeline changes in this memo, as well as informing staff some of the financial reporting, allocation of funding, and other systematic changes involved in the application process.

As the Council is aware, the Milwaukee County administered CDBG program is a county program including the following listed communities: the Villages and Cities of Bayside, Brown Deer, Cudahy, Fox Point, Greendale, Greenfield, Hales Corners, Oak Creek, Shorewood, South Milwaukee, St. Francis, West Milwaukee, Whitefish Bay. The Cooperation Agreement was approved last year by all of the governing bodies and the Intergovernmental Cooperation Council for this program.

Locally, the following changes and / or impacts will affect the program:

1. The Finance Director will be required to file quarterly financial reports on each program or project with Milwaukee County.
2. The First Public Hearing before the Milwaukee County Board on the program will be held on July 18, 2016 regarding the 2017 CDBG Plan and submittal for 2017 funds. (No action required by the municipalities).
3. A representative of the City of Cudahy must attend a mandatory CDBG application training for the 2017 submittals on either July 19, 21, 26 or 28.
4. Previously the Common Council used to hold their public hearing in the end of June due to a July 14th submittal deadline. Since the deadline for submittals has now changed to the August 22nd date (see below), the date of the public hearing will need to be changed to August 16, 2016.
Note: The Common Council may not know the exact amount of HUD funds available for 2017, however the 85/15 % rules still apply.

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5. Applications will be available on August 1, 2016 for qualifying programs and projects.
6. Applications are due to Milwaukee County on August 22, 2016 by noon. (The previous date was July 14th of each year).
7. The second public hearing before the Milwaukee County Economic Development Committee to hear all proposals submitted in the County will be held on September 12, 2016.

Allocation and Distribution of Funds:

The same rules still apply for a community's allocation and the 85% / 15% rule. The 85 % still applies to municipal improvement projects (handicapped bus pads, intersection improvements, etc.), and 15 % to Public Service Programs (Project Concern-Interfaith, Care for Cudahy). Organizations such as the City of Cudahy and Project Concern-Interfaith can still submit separate applications above and beyond the cities allotment from Milwaukee County's at large funds.

Another significant change is that the County will no longer be "fronting the funds" for reimbursement to municipalities. Only after Milwaukee County receives their funding from the Federal Government and HUD, will they actually make the payments to the municipality. However, they are requiring the bills be submitted on a timely basis, however, reimbursement may take longer than previously.

Public Construction Project

Another constant problem has been the city's ability to get municipal projects done within a given calendar year, due to timing issues with the submittals and approvals between Milwaukee County and HUD. With the changing of other timelines on the program, this is not changing, however Milwaukee County still claims that municipalities would still be able to get contract extensions on construction. The City of Cudahy has had to do this in the past, and we will see what the future holds on these extensions.

Respectfully reported to the Common Council.



John R. Hohenfeldt

Mayor

06/28/2016

CC: Director of Economic Development
Director of Public Works / Engineering
Finance Director
City Clerk / Treasurer
Deputy Clerk

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Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
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Update 4

INSPECTION DEPT. MONTHLY REPORTS

INSPECTIONS FOR MONTH OF: May-16

BUILDING	ELECTRICAL	PLUMBING	Neighborhood Preservation	Care For Cudahy		
FOOTING	5 ROUGH	9 ROUGH	9 INSPECTED	65 INSPECTED		109
FOUNDATION	5 FINAL	26 BLDG DRAIN	REINSPECTED PROPERTIES	135 VIOLATIONS		104
ROUGH CONST	10 FURNACE, A/C REPLACE	16 FINAL	17 COMPLAINTS	16 COMPLAINT PROPERTIES		32
ROUGH HVAC	2 REINSPECTIONS	11 WATER HEATER/REPLACE	9 ABATEMENTS	6 CALLS & EMAILS		194
INSULATION	2	DISHWASHER	1 CITATIONS	0 REINSPECTED PROPERTIES		136
FINAL	8	WATER CONDITIONER		CARS RPTD OR TOWED		9
FINAL HVAC		SUMP		TALL GRASS		40
FURNACE A/C REPLACE	16	STORM LATERAL		ABATEMENTS		24
OCCUPANCY	4	SEWER LATERAL		CITATIONS		0
ZONING	3	WATER LATERAL	4			
FIRE DAMAGE (Water)	1	CROSS CONNECTION				
LICENSE	38	REINSPECTIONS	2			
COMPLAINT	16	OCCUPANCY	3			
DEMO		LICENSE	26			
COMPLAINT REINSPECTION	1					
TOTALS:	111	82	71	222		648

INSPECTION DEPARTMENT EXPENSES
 101 5240 \$ 14,783.00 Year to Date 79,535.00
 110 5240 (NPP) \$ 9,390.00 \$ 44,089.00

Percent of Budget
 37%
 52%

INSPECTION DEPARTMENT REVENUES
 Permits \$ 17,907.61
 NPP Fees \$ 7,250.00
 \$ 131,777.00
 \$ 33,375.00

MAY

INSPECTION DEPT. MONTHLY REPORTS

INSPECTIONS FOR MONTH OF: Mar-16

BUILDING	ELECTRICAL	PLUMBING	Neighborhood Preservation	Care For Cudahy		
FOOTING	6 ROUGH	7 ROUGH	8 INSPECTED	33 INSPECTED		35
FOUNDATION	5 FINAL	19 BLDG DRAIN	REINSPECTED PROPERTIES	147 VIOLATIONS		31
ROUGH CONST	5 FURNACE, A/C REPLACE	5 FINAL	11 COMPLAINTS	17 COMPLAINT PROPERTIES		13
ROUGH HVAC	REINSPECTIONS	11 WATER HEATER/REPLACE	1 ABATEMENTS	5 CALLS & EMAILS		175
INSULATION	1	DISHWASHER	1 CITATIONS	REINSPECTED PROPERTIES		120
FINAL	8	WATER CONDITIONER	NC Billing	10 CARS RPTD OR TOWED		13
FINAL HVAC		SUMP		TALL GRASS		0
FURNACE, A/C REPLACE	5	STORM LATERAL		ABATEMENTS		10
OCCUPANCY	4	SEWER LATERAL		CITATIONS		2
ZONING	3	WATER LATERAL				
FIRE DAMAGE (Water)	2	WATER LATERAL				
LICENSE		CROSS CONNECTION				
COMPLAINT RE INSPECT	2					
COMPLAINT	16	CLEAR-WATER				
PLACARD BUILDING	1	OCCUPANCY				
DEMO	1					
TOTALS:	59	42	22	212		399

INSPECTION DEPARTMENT EXPENSES
 101 5240 \$ 15,702.00 Year to Date
 110 5240 (NPP) \$ 8,860.00 \$ 44,127.00
 \$ 21,002.00

Percent of Budget
 20%
 25%

INSPECTION DEPARTMENT REVENUES
 Permits \$ 23,821.41
 NPP Fees \$ 3,200.00
 \$ 101,262.80
 \$ 18,575.00

MARCH

INSPECTION DEPT. MONTHLY REPORTS

INSPECTIONS FOR MONTH OF: Apr-16

BUILDING	ELECTRICAL	PLUMBING	Neighborhood Preservation	Care For Cudahy	
FOOTING	4 ROUGH	4 ROUGH	4 INSPECTED	61 INSPECTED	32
FOUNDATION	3 FINAL	20 BLDG DRAIN	2 REINSPECTED PROPERTIES	160 VIOLATIONS	30
ROUGH CONST	5 FURNACE, A/C REPLACE	10 FINAL	18 COMPLAINTS	12 COMPLAINT PROPERTIES	24
ROUGH HVAC	1 REINSPECTIONS	4 WATER HEATER/REPLACE	6 ABATEMENTS	8 CALLS & EMAILS	117
INSULATION		DISHWASHER	CITATIONS	0 REINSPECTED PROPERTIES	113
FINAL	8	WATER CONDITIONER	Non Compliance Billing Insp	8 CARS RPTD OR TOWED	16
FINAL HVAC	1	SUMP		TALL GRASS	0
FURNACE, A/C REPLACE	10	STORM LATERAL		ABATEMENTS	7
OCCUPANCY	1	SEWER LATERAL	3	CITATIONS	1
ZONING		WATER LATERAL			
FIRE DAMAGE (Water)		WATER LATERAL			
LICENSE		CROSS CONNECTION			
COMPLAINT	12	CLEAR-WATER			
DEMO		OCCUPANCY			
TOTALS:	45	38	34	249	340

APRIL

INSPECTION DEPARTMENT EXPENSES	Year to Date	Percent of Budget
101 5240	\$ 20,625.00	30%
110 5240 (NPP)	\$ 13,697.00	41%

INSPECTION DEPARTMENT REVENUES	Permits	NPP Fees	Year to Date
	\$ 12,491.59	\$ 7,550.00	\$ 113,754.39
			\$ 26,125.00

RES 1

RESOLUTION NO. 7047

A RESOLUTION ALLOWING THE CLAIM OF
LAEKIN LEE

WHEREAS, a claim was timely filed against the City of Cudahy by **Laekin Lee** in the amount of \$809.24 for damage to vehicle as a result of a vehicle accident in Cudahy with a police squad on January 9, 2016.

WHEREAS, after an investigation by the City of Cudahy and the Board of Claims it was determined that the damages to the vehicle was done by the City of Cudahy police squad.

NOW THEREFORE, the Common Council of the City of Cudahy do Hereby Resolve that the claim of **Laekin Lee** arising out of the event on the aforementioned date be and hereby is allowed in amount of \$809.74, which amount shall be paid upon release of all liability by claimant.

This Resolution after adoption shall be mailed to **Laekin Lee, 5615 S. Rosewood Avenue, Cudahy, WI 53110**, by certified mail, return receipt, and shall be the notice required by Wisconsin Statute 893.80.

NO ACTION ON THIS CLAIM, AGAINST THE CITY OF CUDAHY, ITS OFFICERS, OFFICIALS AGENTS OR EMPLOYEES, MAY BE BROUGHT AFTER SIX (6) MONTHS FROM THE DATE OF SERVICE OF THIS NOTICE.

(Wis. Stat. 893.80(1g)).

Introduced by the Claims Committee.

Passed and approved this _____ day of _____, 2016.

JOHN HOHENFELDT, Mayor

Attest:

JAMES WILLIAMSON, Comptroller

Prepared by: **PAUL T. EBERHARDY**, City Attorney
Wis. State Bar No. 1045304

RES 2

RESOLUTION NO. 7048

**A RESOLUTION DENYING THE CLAIM OF
PAUL SZCZECH**

WHEREAS, a claim was filed against the City of Cudahy by **PAUL SZCZECH**, requesting reimbursement in the amount of **\$1,608.47** for alleged damage to car from pothole on Ramsey Ave. in the City of Cudahy on **March 5, 2016**.

WHEREAS, after an investigation by the City of Cudahy and the Board of Claims it was determined that the claim against City is denied because the City has no liability.

NOW THEREFORE, the Common Council of the City of Cudahy does Hereby Resolve that any and all claims of said claimant arising out of the event on the aforementioned date be and are hereby disallowed.

This Resolution after adoption shall be mailed to **PAUL SZCZECH, 1710 E. Pryor Avenue, Milwaukee, WI 53207**, by certified mail, return receipt, and shall be the notice required by Wisconsin Statute 893.80.

NO ACTION ON THIS CLAIM, AGAINST THE CITY OF CUDAHY, ITS OFFICERS, OFFICIALS AGENTS OR EMPLOYEES, MAY BE BROUGHT AFTER SIX (6) MONTHS FROM THE DATE OF SERVICE OF THIS NOTICE.
(Wis. Stat. 893.80(1g).

Introduced by the Claims Committee.

Passed and approved this _____ day of _____, 2016.

JOHN HOHENFELDT, Mayor

Attest:

JAMES WILLIAMSON, Comptroller

Prepared by: **PAUL T. EBERHARDY**, City Attorney
Wis. State Bar No. 1045304