APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Stw		04/07/2015
REPORTS & RECOMMENDATIONS	**Resolution No. 2015-____, A Resolution Opposing LRB-1183/LRB-2009 that would Eliminate the Property Tax on Personal Property and the Computer State Aid Payments Made to Local Governments**	ITEM NUMBER G.12.

Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation through LRB-1183/LRB-2009 (copy attached) that would eliminate both the personal property tax and the computer aid payments made to local governments. Below is the "Analysis by the Legislative Reference Bureau" on this bill.

Analysis by the Legislative Reference Bureau

This bill eliminates the property tax on personal property beginning in 2020. The bill also eliminates, in 2016, the state aid payments to taxing jurisdictions based on the value of computers and computer–related equipment that are exempt from the personal property tax and that are located in the taxing jurisdictions. Under the bill, personal property placed in service on or after January 1, 2016, is not subject to the property tax. Personal property placed in service before January 1, 2016, is subject to the property tax based on the actual depreciated value of the property. Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax. Under the bill, real property that was assessed as personal property prior to January 1, 2020, will be assessed as real property and real property placed in service on or after January 1, 2020, that would have been assessed as personal property prior to that date will be assessed as real property. Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

Below is information taken from a memo dated March 20, 2015 to Members of the Wisconsin State Legislature from Curt Witynski, Assistant Director of the League of Wisconsin Municipalities, and Kyle Christianson, Director of Government Affairs of the Wisconsin Counties Association, related to LRB-1183/LRB-2009.

"Representative Kulp and Senator Tiffany are seeking co-sponsors to a bill they plan on introducing that would eliminate both the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment. Significantly, the proposed legislation provides no payments to local governments to compensate for the reduced tax base. The legislation, if enacted, will result in more of the property tax burden being shifted to homeowners. Both the Wisconsin Counties Association (WCA) and the League of Wisconsin Municipalities (LWM) ask that you carefully consider the following facts about the negative impact of this bill on homeowners and local government services before signing on. At a minimum, the loss in local tax revenue and tax shift must be addressed before moving forward with this legislation.

Negative ramifications of eliminating the personal property tax without a state payment holding local governments harmless:

1. The total statewide personal property tax levy in 2013 (collected in 2014) was $290 million.

2. The state has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year. The total payment for 2015 is set at $83.8 million.

3. Elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who already pay 70% of the statewide property tax levy. How much more?

a. According to Legislative Fiscal Bureau (LFB) testimony, the share of net property taxes borne by residential property owners would increase on average by two percentage points statewide. The net tax bill on a median valued home taxed at statewide average tax rates would increase from $2,926 to $3,006 or by $80 (2.7%). Remember, this is the median. It will be higher in many communities, where most taxable personal property exists.

4. The impact of eliminating the personal property tax will be greatest in cities and villages where most of the personal property tax base is located. 82% of the state's personal property tax base is located in cities and villages. Consequently, city and village residential home owners will bear most of the burden of the tax shift. For example, in the City of Fond du Lac this would result in the loss of $127,669,520 in the City's property tax base, representing 4.9% of the City's total taxable property tax base. The results would be a shift of $1,516,494 for just the City's portion of property taxes from the personal property taxpayers to other classes of property taxpayers, primarily residential taxpayers (63% of the total). Also, the loss of the state aid for exempt computers would mean $253,604 less in Fond du Lac's general fund and $12,099 less for its TIF districts (for a total of $265,703)." [For the **City of Franklin**, this would result in the loss of $57,854,000 in the City's property tax base, representing 1.8% of the City's total taxable property tax base. The results would be a shift of $363,354 for just the City's portion of property taxes from the personal property taxpayers to other classes of property taxpayers, primarily residential taxpayers (71% of the total). Also, the loss of the state aid for exempt computers would mean $345,000 less in Franklin's general fund and $432,128 less for its TIF districts (for a total of $777,128).]

"**5.** Fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts. TIF districts, with only a few exceptions, are exclusively located in cities and villages.

6. When the Legislature has exempted large amounts of personal property in the past, it has typically offset the reduction in the property tax base and avoided a tax shift by reimbursing local governments the lost tax revenue. The tax shifting and the tax increase for homeowners discussed above could be avoided if repeal of the personal property tax was paired with an expansion of the current aid payment for computers and related property. Under this scenario, rather than shifting the personal property taxes to residential home owners, the state would make annual payments to local governments (totaling $268 million based on 2013(14) values and rates) to compensate them for the lost tax base."

Attached is a resolution defining the City of Franklin's opposition to the elimination of personal property tax and the computer aid payments made to local governments as is being introduced through LRB 1183/LRB 2009.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2015-____, A Resolution Opposing LRB-1183/LRB-2009 that would Eliminate the Property Tax on Personal Property and the Computer State Aid Payments made to Local Governments, and to further direct staff to forward a signed version of this Resolution to State Assembly and Senate representatives as determined by the Mayor.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION OPPOSING LRB-1183/LRB-2009 THAT WOULD ELIMINATE THE PROPERTY TAX ON PERSONAL PROPERTY AND THE COMPUTER STATE AID PAYMENTS MADE TO LOCAL GOVERNMENTS

WHEREAS, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

WHEREAS, the total statewide personal property tax levy in 2013 (collected in 2014) was $290 million; and

WHEREAS, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at $83.8 million; and

WHEREAS, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average, already pay 70% of the statewide property tax levy; and

WHEREAS, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located; and

WHEREAS, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts; and

WHEREAS, in the City of Franklin, the loss of computer aid payment for exempt computers would mean $345,000 less for the City's General Fund and $432,128 less for the City's TIDs, for a total decrease in state aid payments of $777,128; and

WHEREAS, in the City of Franklin, the shift to residential homeowners would be $1,151,300 of tax levy for just the City portion of property taxes and the resulting equalized tax rate increase will be $0.39 per $1,000 valuation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the City of Franklin opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment and, at a minimum, that the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of April, 2015, by Alderman _____.

RESOLUTION NO. 2015-_____
PAGE 2

Passed and adopted by the Common Council of the City of Franklin this 7th day of April, 2015.

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, Director of Clerk Services

AYES____NOES____ABSENT____

State of Wisconsin
2015 – 2016 LEGISLATURE

LRB–1183/1
JK:kjf:cs

2015 BILL

1 AN ACT ***to repeal*** 20.835 (1) (e), 79.095, 121.06 (4) and 121.90 (2) (am) 2.; ***to***
2 ***amend*** 70.11 (39), 70.17 (1), 73.06 (3), 121.004 (6), 121.15 (4) (a), 174.06 (5),
3 174.065 (3), 174.08 (1), 198.10 (1) and 200.13 (2); and ***to create*** 70.135 of the
4 statutes; **relating to:** eliminating the personal property tax.

Analysis by the Legislative Reference Bureau

This bill eliminates the property tax on personal property beginning in 2020. The bill also eliminates, in 2016, the state aid payments to taxing jurisdictions based on the value of computers and computer–related equipment that are exempt from the personal property tax and that are located in the taxing jurisdictions.

Under the bill, personal property placed in service on or after January 1, 2016, is not subject to the property tax. Personal property placed in service before January 1, 2016, is subject to the property tax based on the actual depreciated value of the property.

Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax. Under the bill, real property that was assessed as personal property prior to January 1, 2020, will be assessed as real property and real property placed in service on or after January 1, 2020, that would have been assessed as personal property prior to that date will be assessed as real property.

Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

For further information see the ***state and local*** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 20.835 (1) (e) of the statutes is repealed.

2 **SECTION 2.** 70.11 (39) of the statutes is amended to read:

3 70.11 **(39)** COMPUTERS. If the owner of the property fulfills the requirements
4 under s. 70.35, mainframe computers, minicomputers, personal computers,
5 networked personal computers, servers, terminals, monitors, disk drives, electronic
6 peripheral equipment, tape drives, printers, basic operational programs, systems
7 software, and prewritten software. The exemption under this subsection does not
8 apply to custom software, fax machines, copiers, equipment with embedded
9 computerized components or telephone systems, including equipment that is used
10 to provide telecommunications services, as defined in s. 76.80 (3). ~~For the purposes~~
11 ~~of s. 79.095, the exemption under this subsection does not apply to property that is~~
12 ~~otherwise exempt under this chapter.~~

13 **SECTION 3.** 70.135 of the statutes is created to read:

14 **70.135 Personal property tax; sunset. (1)** Personal property placed in
15 service on or after January 1, 2016, is not subject to the property tax imposed under
16 this chapter.

17 **(2)** Subject to the exemptions under ss. 70.11 and 70.111, personal property
18 placed in service before January 1, 2016, is subject to the property tax imposed under
19 this chapter based on the property's depreciated value as reported under s. 70.35 or
20 as determined by the department of revenue.

(3) Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax imposed under this chapter, except that real property that was assessed as personal property prior to January 1, 2020, and real property that is placed in service on or after January 1, 2020, that would have been assessed as personal property prior to January 1, 2020, shall be assessed as real property.

SECTION 4. 70.17 (1) of the statutes is amended to read:

70.17 **(1)** Real property shall be entered in the name of the owner, if known to the assessor, otherwise to the occupant thereof if ascertainable, and otherwise without any name. The person holding the contract or certificate of sale of any real property contracted to be sold by the state, but not conveyed, shall be deemed the owner for such purpose. The undivided real estate of any deceased person may be entered to the heirs of such person without designating them by name. The real estate of an incorporated company shall be entered in the same manner as that of an individual. Improvements on leased lands ~~may~~, including all permanent fixtures, shall be assessed ~~either~~ as real property ~~or personal property~~, but leased lands are not subject to liens for any unpaid taxes on the improvements.

SECTION 5. 73.06 (3) of the statutes is amended to read:

73.06 **(3)** The department of revenue, through its supervisors of equalization, shall examine and test the work of assessors during the progress of their assessments and ascertain whether any of them is assessing property at other than full value or is omitting property subject to taxation from the roll. The department and such supervisors shall have the rights and powers of a local assessor for the examination of persons and property and for the discovery of property subject to taxation. If any property has been omitted or not assessed according to law, they shall bring the same to the attention of the local assessor of the proper district and if such local assessor

shall neglect or refuse to correct the assessment they shall report the fact to the board of review. If it discovers errors in identifying or valuing property that is exempt under s. 70.11 (39) or (39m), the department shall change the specification of the property as taxable or exempt and shall change the value of the property. All disputes between the department, municipalities and property owners about the taxability or value of property ~~that is reported under s. 79.095 (2) (a)~~ that is exempt under s. 70.11 (39) or (39m) or of the property under s. 70.995 (12r) shall be resolved by using the procedures under s. 70.995 (8).

SECTION 6. 79.095 of the statutes is repealed.

SECTION 7. 121.004 (6) of the statutes is amended to read:

121.004 **(6)** NET COST. The "net cost" of a fund means the gross cost of that fund minus all nonduplicative revenues and other financing sources of that fund except property taxes~~,~~ and general aid~~, and aid received under s. 79.095 (4)~~. In this subsection, "nonduplicative revenues" includes federal financial assistance under 20 USC 236 to 245, to the extent permitted under federal law and regulations.

SECTION 8. 121.06 (4) of the statutes is repealed.

SECTION 9. 121.15 (4) (a) of the statutes is amended to read:

121.15 **(4)** (a) In this subsection, "state aid" has the meaning given in s. 121.90 (2) ~~except that it excludes aid paid to school districts under s. 79.095 (4)~~.

SECTION 10. 121.90 (2) (am) 2. of the statutes is repealed.

SECTION 11. 174.06 (5) of the statutes is amended to read:

174.06 **(5)** RECORDS. The listing official shall enter ~~in the records for personal property assessments, or~~ in a separate record~~,~~ all dogs in the district subject to tax, to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or

unneutered, breed and color of each dog. The listing official shall make in triplicate a list of the owners of all dogs assessed.

SECTION 12. 174.065 (3) of the statutes is amended to read:

174.065 **(3)** COLLECTION OF DELINQUENT DOG LICENSE TAXES. Delinquent dog license taxes may be collected in the same manner as provided for small claims in ~~s. 74.55 and~~ ch. 799 ~~for the collecting of personal property taxes~~.

SECTION 13. 174.08 (1) of the statutes is amended to read:

174.08 **(1)** Except as provided in sub. (2), every collecting official shall pay all dog license taxes to the town, village, or city treasurer or other tax collecting officer who shall deduct any additional tax that may have been levied by the municipal governing body and pay the remainder to the county treasurer at the time settlement is made with the county treasurer for collections of ~~personal~~ property taxes, and shall at the same time report in writing to the county clerk the licenses issued. The report shall be in the form prescribed by the department, and the forms shall be furnished by the county clerks.

SECTION 14. 198.10 (1) of the statutes is amended to read:

198.10 **(1)** TAXABLE PROPERTY, TAXES. All real property situated in ~~and all personal property the situs of which for purposes of general property taxation is in~~ the district shall be subject to taxation in and by the district for a direct annual tax sufficient to pay the interest on any indebtedness of the district, and to pay and discharge the principal of the indebtedness within 20 years from the time of contracting the indebtedness.

SECTION 15. 200.13 (2) of the statutes is amended to read:

200.13 **(2)** TAX LEVY. The commission may levy a tax upon the taxable property in the district as equalized by the department of revenue for state purposes for the

1 purpose of carrying out and performing duties under this subchapter but the amount
2 of any such tax in excess of that required for maintenance and operation and for
3 principal and interest on bonds or promissory notes shall not exceed, in any one year,
4 one mill for each dollar of the district's equalized valuation, as determined under s.
5 70.57. The tax levy may be spread upon the respective ~~real estate and personal~~
6 property tax rolls of the city, village and town areas included in the district taxes, and
7 shall not be included within any limitation on county or municipality taxes. Such
8 moneys when collected shall be paid to the treasurer of such district.

9 **SECTION 16. Initial applicability.**

10 (1) This act first applies to the property tax assessments as of January 1, 2016.

11 **SECTION 17. Effective date.**

12 (1) This act takes effect on January 1, 2016.

13 (END)

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/07/2015
REPORTS & RECOMMENDATIONS	Request to authorize the City to participate in State contract for purchase of salt.	ITEM NUMBER G.13.

BACKGROUND

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount an additional 20 percent can be placed in reserve which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets. Customarily, Common Council has been solicited for a final decision before notice was given Wisconsin DOT for Franklin's requested tonnage to be included in the State contract.

In 2015, notice from DOT was sent to a defunct email address and thus an advance notice was not received. (that issue has been addressed with Franklin IT). Hence, DPW received a phone call from DOT needing an immediate answer to be included in the State Contract.

Per the deliberation between Engineering, DPW, and Finance outlined below, notice was given to DOT that the City of Franklin is reserving 500 tons of salt for the 2015-2016 winter season..

ANALYSIS

Regardless of one's beliefs concerning Climate Change or Climate Cycles, the facts are that severity of winters and other weather patterns are highly variable. This past winter, DPW used 1,300 tons of salt. In 2014, DPW used 3,700 tons. Some of the smaller storms can be addressed with GEOMELT and/or salt brine.

Because this past winter had relatively few major storms, DPW has approximately 2,500 tons of salt in storage on site in a building that can only safely store 2,600 tons. In addition, DPW must take delivery of an additional 1,005 tons of salt reserved in 2014, otherwise pay $5.00/ton/month. DPW plans to take delivery, place 100 tons in the storage building and purchase a $1,000 disposable tarp to cover the remaining 905 tons in the DPW yard. The alternative was to pay ($5 x 905 tons) = $4,525 / month for undelivered material (@ 7 months = $31,675). Therefore at the start of the 2015-2016 winter season, DPW will have a total of 3,505 tons of salt on hand.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand and used "normal price salt" and saved a significant amount.

Engineering, DPW, and Finance reviewed DPW's minimum and maximum salt usage history and it appears that DPW needs around 2,000 tons for a "normal season". Two times a normal season (4,000 tons) will exceed a peak season (3,700 tons). Therefore, DOT was advised that Franklin wants to reserve 500 tons of salt in the State bid. This will give Franklin a total of 4,005 tons with ability to purchase and take delivery of an additional (500 x 20%) 100 tons.

OPTIONS

As past practice, it is important to order the salt with the State contract as our best prices are with the State contract.

FISCAL NOTES

The 2015 budget assumes an order of 2,100 tons at $60.50 / ton = $127,050

500 tons of salt is expected to cost (based on forthcoming State bid) = $30,250

The "savings" may be help in purchase of Geo-melt if frequency and severity of winter storms next year is favorable.

Depending on the delivery of the salt needed in 2014, the salt can be purchased in 2015 or 2016 be taken out of the 2015 budget or included in the 2016 budget as recommended by the financial officer.

REMMENDATIONS

Motion to authorize the City to participate in State contract for purchase of 500 tons of salt.

The reserve amount of salt can be either purchased in 2015 or 2016 as the established contract amount.

Division of Transportation System Development
Bureau of Highway Maintenance
4802 Sheboygan Avenue Room 501
Madison, WI 53707-7986

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 608-266-1202
E-mail: saltadmin@dot.wi.gov

March 2, 2015

RE: Participation in 2015-2016 WisDOT Salt Contract

Dear Local Official,

This letter provides information on the Department's plan for purchasing salt for the 2015-2016 winter season. I encourage you to carefully consider this information before deciding whether your local government will benefit from participation in this WisDOT bid for road salt.

Attached is a Municipal Agreement form which needs to be filled out and submitted via e-mail to saltadmin@dot.wi.gov by March 20th, 2015. The Department needs this information to begin the salt procurement process.

A challenge for those participating in the bid is determining the quantity of road salt they will request to purchase, with some uncertainty on how much may be needed to finish up the current winter season. When calculating your salt needs for the 2015-2016 bid remember to include any season salt from the 2014-2015 contract that you have not ordered yet as well as any vendor reserve that you are planning on taking.

Over the past several years all of the salt contractors servicing Wisconsin have struggled to keep up with the peak demand during the winter seasons. The transportation system, including ports, depots and private trucking resources has been routinely pushed to capacity. In addition, salt requested by local governments has continued to become more unbalanced with increasing amounts allocated to seasonal deliveries. In general, salt purchased in the early fill category is cheaper and easier for the salt contractor to provide than seasonal and vendor reserve. The more salt taken in early fill allows for additional dock space and resources to bring salt into the state prior to lakes possibly freezing up. This is why we are mandating that all early fill salt must be ordered by August 14th. Early fill salt ordered after that date may no longer be guaranteed by the date's outlines in section 10.1 of the contract.

To help reduce the peak demands the state is maximizing the amount of early fill salt to fill sheds prior to the winter season. We are asking local governments to do the same and fill storage space allocated for road salt to capacity during the early fill season which ends on November 13th 2015. This year the Department is requiring additional information from local governments who wish to be part of the WisDOT salt contract (see attached form). This information is important to ensure local governments participating in the bid are utilizing available storage.

We continue to believe the current cooperative statewide bid is beneficial for both WisDOT and local units of government. Please understand, WisDOT has a role and responsibility to structure the salt contract in a manner that will help aid in timely delivery of salt during the winter season. This process and terms for the WisDOT salt contract may not generate the best results for individual governments, depending on their unique local circumstances. We encourage each local government to carefully consider what approach is best for meeting road salt needs.

Sincerely,

Rose Phetteplace
Director, Bureau of Highway Maintenance

Changes in the municipal agreement that you should be aware of:

1. Early fill salt can be ordered as soon as the contracts are signed by the salt contractor. However, all early fill salt must be ordered no later than August 14, 2015. This deadline is necessary so that the salt contractor has enough time to meet their obligation. Early fill salt will still be delivered according to the schedule outlined in section 10.1 of the terms and conditions.

2. Even though early fill is delivered at the vendor's discretion you still need to email a DT2208 to the vendor so they know delivery locations.

3. Early fill orders (DT2208) must be emailed to the vendor by August 14, 2015. DT2208 forms emails after August 14, 2015 may not be guaranteed by the early fill dates in the contract.

4. Salt purchased under this agreement shall only be used on facilities owned and maintained by a municipality. If the municipality has contracted with a private entity to perform winter maintenance the salt purchased under this agreement shall not be used by the private entity on facilities not owned or maintained by a municipality

We are considering making the suggested language changes listed below to the terms and conditions of the salt bid contract:

THE SUGGESTED CONTRACT LANGUAGE CHANGES CAN NOT BE SHARED WITH VENDORS.

1. We're asking the salt contractors to supply a single email address so that salt order forms (DT2208) can be emailed.

2. Salt contractors must email you within 48 hours that they received your salt order.

3. **If the purchaser does not supply the salt contractor with the DT2208 order form the salt contractor no longer has to meet the 10-day delivery window.**

4. Early fill orders (DT2208) must be completed by August 14, 2015. Early fill salt ordered after August 14, 2015 may not be guaranteed by the delivery dates in the contract. Delivery of early fill will still happen by November 13th for 75% of the salt in the contract and by December 4th for the remaining 25%.

5. We added a clause to assure that some early fill salt is delivered by October 13th. See section 10.2.

6. You can now list the maximum number of tons you can receive on each order (DT2208).

7. You can now accept or reject loads with large chunks. If you accept the chunky load you have to write CHUNKY on the ticket and take a picture of each chunky load. You can then take a 25% penalty each load where the ticket is marked CHUNKY and there is a photo of the load attached to the payment.

8. You can now accept or reject loads with foreign material. If you accept the load you have to write FOREIGN MATERIALS on the ticket and take a picture of each chunky load. You can then take a 25% penalty each load where the ticket is marked FOREIGN MATERIALS and there is a photo of the load attached to the payment.

9. Rejected loads are considered rejected statewide and cannot be redirected to other purchasers on this contract.

10. If you order treated salt it shall be ordered on a dollar per dollar basis. Example: Say regular salt cost $75/ton and treated salt cost $90/ton. If you order 100 tons of regular salt it will cost you $7,500. If you decide to order treated salt instead it will still cost you $7,500 but you will only receive 83 tons ($7500/$90).

MUNICIPAL AGREEMENT TO PURCHASE SODIUM CHLORIDE ON WISDOT BID (March 2015)

THIS AGREEMENT MUST BE SIGNED, DATED, AND RECEIVED BY LISA MEINHOLZ (saltadmin@dot.wi.gov)
WISDOT, Bureau of Highway Operations, P.O. Box 7986, Madison, WI 53707-7986)
NO LATER THAN 5 PM ON FRIDAY, MARCH 20, 2015.

Annually the Wisconsin Department of Transportation, Bureau of Highway Maintenance takes bids for sodium chloride to be used as a deicing agent. For the 2015-16 bid the Department will receive a single, combined price to include three categories of delivery services for its road salt needs. They are:

1. Guaranteed Early Fill - this service is to take delivery of salt that will fill the purchaser's storage facilities to capacity. Salt contractor is required to complete delivery by November 13, 2015. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed early fill will be taken by the purchaser at the price awarded to the salt contractor. It obligates the salt contractor to deliver this guaranteed quantity. Early fill salt can be ordered as soon as the contracts are signed by the salt contractor. However, all early fill salt must be ordered no later than August 14, 2015. This deadline is necessary so that the salt contractor has enough time to meet their obligation. Salt contractors may ship road salt starting on the contract award date and concluding delivery by November 13, 2015 for 75% of the early fill quantity and December 4th for the remaining 25%. Notice to the purchasing agency is required as specified in the contract.

2. Guaranteed Seasonal Fill - this service is to take delivery of salt that will re-fill the storage facilities after November 13, 2015 and up to April 30, 2016. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed seasonal fill will be taken by the purchaser at the price awarded to the salt contractor, but the request for delivery is made by the purchasing agency. When both guaranteed early fill and guaranteed seasonal fill are contracted for, the municipality should take all early fill first before beginning to take delivery of seasonal fill.

3. Vendor Reserve - the salt contractor assures that it will have a reserve enabling it to provide additional salt up to the quantity let for bid as vendor reserve, which is taken at the discretion of the purchaser at the price awarded to the salt contractor. **The purchaser's vendor reserve cannot be more than 20% of the total of the Early Fill plus Seasonal Fill for a municipality.**

The WisDOT Bureau of Highway Maintenance will include the requested salt quantities for local units of government in the quantity for bid. Participating local units of government must agree to abide by the Special Terms and Conditions of the contract between WisDOT and the Salt Contractor including procedures for ordering, taking delivery, acknowledging receipt of delivery, making payment for salt received, salt quantities, salt unit prices, and assessing penalties. By signing, participants are also agreeing to comply with Administrative Code TRANS 277 which requires registration and compliance at all salt storage facilities. TRANS 277 also requires annual on-site storage facility inspections.

The _____ requests WisDOT to acquire the following
(Name of Municipality) (County)
quantity of sodium chloride for the 2015-2016 winter season and agrees to purchase at least the quantities shown in item 3 <u>and</u> item 4 below and to make payment as contractually required.

1. Current Inventory tons. (include tonnage of yet to be delivered salt from 2014/2015 contract)

2. Storage Capacity for Road Salt tons. (This quantity should be the amount of storage available for regular road salt and should not include storage needed for sand/salt mix or other products)

3. Guaranteed Early Fill tons. Early fill orders (DT2208) must be completed by August 14, 2015. Early fill salt ordered after August 14, 2015 is not guaranteed to be delivered by the dates in the contract. Purchaser must take 100% delivery upon contractually required notice from salt contractor anytime after Purchase Orders are released, up to November 13, 2015)

4. Guaranteed Seasonal Fill tons.
(Purchaser must take 100% delivery from the time the contract is awarded up to April 30, 2016)

5. Vendor Reserve tons. **(This quantity can be no more than 20% of the sum of Items 3 and 4. Quantities that do not meet this requirement will be adjusted accordingly.)**
(Purchaser may take delivery at its discretion between November 13, 2015 and up to April 30, 2016)

Participants will receive a copy of the Bid Documents, the procedure to place orders, the form DT 2208 and instructions on how to use it, and assistance on other requirements contained in the Bid Documents.
*ALL SALT ORDERS NEED TO BE SUBMITTED TO SALT CONTRACTORS ON A DT2208 FORM

Salt purchased under this agreement shall only be used on facilities owned and maintained by a municipality. If the municipality has contracted with a private entity to perform winter maintenance the salt purchased under this agreement shall not be used by the private entity on facilities not owned or maintained by a municipality.

Signature Approval Authority (electronic signature accepted) Date

Contact Phone Number (ex: 608-555-1212)	Contact Fax Number (ex: 608-555-1212)	Contact E-mail Address

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/7/2015
REPORTS & RECOMMENDATIONS	Authorization for Continuation of a Contract with Inspiron Logistics for the Emergency Notification System	ITEM NUMBER G.14.

The current term of the Emergency Notification System is set to expire April 21, 2015. The Director of Administration recommends continuing the service with the same provider at this time, and the Health Director confirms that the service is an integral and important component of his public communication strategy and requirements.

The contract does provide for an automatic extension provided the City does not issue a termination notice. The automatic extension also extends the prior annual fee, $9,600 per year, so there would be no cost increase. Inspiron Logistics was selected after a very detailed RFP and review process, and they were the company and service that most closely aligned with our criteria. Although we did have the one service issue in 2013 that created some prior concern, the company addressed that issue directly and in person and provided the City with a free 7-month extension. Frankly, mistakes happen, and it is nice to work with a company that worked with us in resolving the issue and stood firmly behind their product and service. Only one other limited service issue had been seen during the full prior term. A glitch in the programming caused sporadic issues receiving text responses in special user group notifications, but that unique issue has been fully resolved.

Inspiron Logistics has continued to improve their software and any such software upgrades are extended to us with the basic service. They also continue to be relevant in the market place; for example, they recently received the contract award for the entire state of Iowa where, I understand, implementation occurs on a county-by-county basis. Iowa's Department of Homeland Security and Emergency Management reports very positive information about the system for which 84 of 99 counties have, so far, signed up to use.

The annual cost for the service was anticipated in the budget. $8,000 of the cost is covered by a Health Department "Public Health Emergency Prep" Grant (25.0000.5410.7034), and the other $1,600 is a cost anticipated in the Information Services budget. If the Common Council concurs with the Director of Administration and Health Director's recommendation, the following motion would be in order.

COUNCIL ACTION REQUESTED

Motion to allow the contract with Inspiron Logistics for an Emergency Notification System to automatically renew in accordance with the terms of the contract and for the same annual rate of $9,600 and to authorize release of payment for the period 4/22/15 through 4/21/16.

WENS SERVICE AGREEMENT

This WENS Services Agreement (this "Agreement") is entered into by and between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 1 South Main Street, Akron, Ohio 44308 ("**Inspiron Logistics**") and City of Franklin with its principal office located 9229 W. Loomis Road, Franklin, WI 53132 ("**Customer**"), effective as of the 21th day of September 2012 (the "Effective Date").

1. Scope of Services.

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the "Services"):

(a) Setup of a WENS Account where as Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters;

(b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;

(c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A, which is incorporated herein by reference; and

(d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality.

1.2 Updates. From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder. Inspiron Logistics acknowledges that the customer must comply with all Ohio Record laws.

1.4 Ownership. Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related and intellectual property, including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("Inspiron Logistics Property"). No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by virtue of this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account.

2.1 Approval of Account. Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time. In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this agreement will be terminated upon 15 days notice by either party

2.2 Customer Responsibilities.

(a) Approvals. Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) Directions. Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any Directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

2.3 Trademarks. Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees: For each Account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term.

4.1 Term. The term of this Agreement commences on the Contract Term Date and continues for Two (2) years thereafter (together with any renewal term, the "Term") as specified in Schedule A. At the end of the Two (2) years service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no less than Sixty (60) days notice to the end of that year's contract period. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60 day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee.

insert "following"

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors; or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach; or (iii) Inspiron Logistics has more than two failures, each noticed in writing by Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other that Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the Agreement.

5. Confidentiality.

5.1. Confidential Information. Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party").

5.2. Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the

extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3. Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

5.4. Ownership of Confidential Information. The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability; Warranty.

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARRISING OUT OF SECTIONS 1.3, 6, AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED $19,350.

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that (i) it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

(c) Exclusive Remedies. For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either: (a) correct the error that caused the breach of warranty; (b) re-perform the Services; or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement.

7. Carrier Restrictions/Requirements.

7.1 General Carrier Restrictions. Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment, (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with or authorize or enable Inspiron Logistics to comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this agreement may be terminated immediately upon written notice by either party.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or a violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to

other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such time as the complaint is remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for any lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, uninterrupted, and free from unauthorized access or that all messages will be delivered.

8. **Miscellaneous.**

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative.

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at their respective addresses first written above, or at such other address as may have been designated in accordance with the provisions of this paragraph.

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any particular instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation

of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or unenforceable it shall be deemed to have been severed from this Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein.

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement, without the prior consent of the other Party Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interest to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS CORP.	**CUSTOMER** City of Franklin, WI, EMA
By:	By:
Name: Scott Dettling	Name: MARK W. LUBEROW
Title: President	Title: DIRECTOR OF ADMINISTRATION

inspiron logistics
Leveraging Mobile Technologies >>>

SCHEDULE A

1. Contract Term Date:

Year 1: 9/22/2012 – 9/21/2014

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

$ 9,600.00 due 9/21/2012

$ 9,600.00 due 9/21/2013

- *Basic Package includes 70k completed voice calls*
- *1/3 of unused voice calls from previous year rollover to the next contract year*

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability, will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes.

Inspiron Logistics will
1) achieve a 120-second turn around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens;
2) maintain at least 3 call centers at least two of which must be in different states;
3) maintain an "Opt-in" screen that a) allows for citizen self registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example: Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in;
4) maintain a "maximum number of characters per message" of not less than 160 characters;
5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose;
6) maintain an Imaging & Video Delivery System available for Customer's use;
7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute;
8) maintain a citizen "response" capability, which may serve as a survey feature;
9) provide unlimited, free outgoing text, paging, and email messages and services;
10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer;
11) maintain a staffed customer support line available to Customer 24 hours per day, every day; and
12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons.

The Customer may
1) name brand the system at the Customer's discretion;
2) determine the number to appear in Caller ID location;
3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions;
4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses;
5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups; and
6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement.

Citizens may opt-in land lines and cell phones, including non-local numbers, but must be a United States number.

A completed call is a call answered by a person or an answering machine.

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification. "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement.

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer. The data shall be transferred in a file format meeting generally accepted industry standards or an Excel database, as determined by the Customer.

OTHER SUPPORT ISSUES:

1. Insurance. Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	$2,000,000
B. Professional Liability	$1,000,000

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability.

2. Indemnification. To the fullest extent permitted by law, Inspiron Logistics shall defend, indemnify and hold harmless Customer, Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees , charges , and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics, its officers, directors, employees, agents and consultants with respect to this Agreement.

3. Conflict of Interest. Inspiron Logistics warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics. Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement.

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement.

Amendment to the WENS SERVICE AGREEMENT between Inspiron Logistics, LLC ("Inspiron Logistics") and the City of Franklin ("Customer") for the Contract Term Date 9/22/2012 – 9/21/2014

The WENS SERVICE AGREEMENT between Inspiron Logistics and Customer, for the Contract Term Date 9/22/2012 – 9/21/2014, is hereby amended, effective upon execution, as set forth below, with this Amendment to be attached thereto and incorporated therein by this reference. Execution of this amendment ratifies the terms of the WENS SERVICE AGREEMENT with the amendments as set forth below.

1. The Term as set forth in both number 4 and "Schedule A" of the WENS Service Agreement is hereby extended for 7 additional months from September 21, 2014, to April 21, 2015, with no additional fees or payments required by Customer.

2. Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place:

> (ii) the other Party materially breaches it obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

3. Section 4.3 shall be amended adding the following to the end thereof: "The service fee paid for the period 9/22/2013 to 4/21/2015, which period comprises the "then current annual term," is deemed to have been $9,600.

4. In the event of a conflict between the terms of this Amendment and the WENS SERVICE AGREEMENT, the terms, and intent, of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment.

INSPRION LOGISTICS, LLC	CITY OF FRANKLIN, WI
BY: 4/2/2014	BY 4/2/2014
Name: Scott Dettling Date	Name: Thomas M. Taylor Date
Title: President	Title: Mayor

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/7/2015
REPORTS & RECOMMENDATIONS	Authorization to Retain a Part-Time Building Inspector Within the Current Adopted Budget Appropriations	ITEM NUMBER G.15.

As of March 30th, Building Inspection is staffed at the authorized level. Nonetheless, I recommend continuing to retain the current part-time building inspector during 2015 to the extent available within available appropriations. No budget modification is necessary. The part-time building inspector has been working about 12 hours per week, which would generally continue, although periods of up to approximately half-time could be used and a known three-week absence is anticipated.

Continuing the part-time services would be very valuable in trying to meet service demands while the new employees go through a transition and learning curve and while the department attempts to address a back-log, particularly in complaint enforcement. The first new employee, hired in November, is already effectively addressing some residential inspections, but is not currently certified in commercial inspections. He is currently taking a class that will be completed near the end of May at which time he would be able to take the test for commercial certification. After that, in-the-field training is essential. The second new employee, starting last week, comes with certifications and very extensive complaint and enforcement experience, but limited residential and commercial construction inspection experience, despite having the certifications. Again, significant in-the-field training will need to occur to ensure the consistency that is important in Building Inspection. The hiring and experience scenario is not uncommon in Building Inspection, so a transition period until full functionality is expected. As such, having access to a part-time inspector who can help maintain service and performance levels during a transitional period is very valuable. That inspector is a retired Franklin Building Inspector who knows our processes and system well and can simply continue in the role if so authorized.

Appropriations are available primarily because one of the positions was not filled until the end of the first quarter (due to the hiring process timeline), and it was budgeted for the full year. Additionally, one of the positions does not require health insurance, which makes additional appropriations available. Current anticipated expenditures for the Personal Services portion of the Building Inspection Department are estimated to come in $38,855 under budget for 2015. Note that overtime is approximately 40% spent already this year, so any strategy moving forward should anticipate the potential need for use of available appropriations for additional overtime. Taking that into consideration, appropriations are available for approximately 1,000 part-time hours during the course of 2015, which is just under half time. In fact, the position will be managed so that it remains at an average of 19 or fewer hours per week so that the position remains in its current civil service position category. Again, as he generally has worked just 12 hours per week, I expect that ultimately less than three-quarters of the available appropriations would be used. The final amount will depend upon work load and permit activity this summer.

Given the available appropriations, the availability of an experienced part-time inspector, the need for significant training of new employees, and the need to address backlogs, it is strongly recommended that the Building Inspection Department be permitted to retain a part-time building inspector during 2015, so to ensure improved service levels while new staff members are trained and while backlogs are addressed.

COUNCIL ACTION REQUESTED

Motion to authorize Building Inspection to retain an additional part-time building inspector during 2015 to an extent that does not exceed current, budgeted appropriations.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Sbw		4/7/15
Reports & Recommendations	**SUBJECT:** Resolution authorizing certain officials to accept a Landscape Maintenance Access Easement for and as part of the review and approval for Avian Estates Subdivision located at W. Avian Ct. off of W. Puetz Road	**ITEM NO.** G.16.

City Development staff recommends approval of a resolution authorizing certain officials to accept a Landscape Maintenance Access Easement for and as part of the review and approval of a Final Plat for Avian Estates Subdivision (at approximately 7120 to 7400 West Puetz Road) Avian Estates, LLC, Applicant), subject to technical corrections by the City Attorney.

RECOMMENDATION

Motion to adopt Resolution 2015-_____, a resolution authorizing certain officials to accept a Landscape Maintenance Access Easement for and as part of the review and approval for Avian Estates Subdivision located at W. Avian Ct. off of W. Puetz Road.

MB/db

ca\ease Landscape Maintenance Access Easement for Avian 2015

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2015 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT
A LANDSCAPE MAINTENANCE ACCESS EASEMENT
FOR AND AS PART OF THE REVIEW AND APPROVAL FOR
AVIAN ESTATES SUBDIVISION
LOCATED AT W. AVIAN CT. OFF OF W. PUETZ ROAD

WHEREAS, easements are required to install, maintain and operate a Landscape Maintenance Access Easement for Avian Estates Subdivision, and:

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2015, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2015.

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MB/db
resolutions\easement for Landscape Maintenance Access Easement for Avian Subdivision 2015

ASSIGNMENT AND ASSUMPTION OF STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

This Assignment and Assumption of Storm Water Management and Landscape Maintenance Access Easement (the **"Assignment"**) is entered into by and among **Avian Estates Owners Association,** an unincorporated association (**"Assignor"**), **Avian Estates Owners Association, Inc.**, a Wisconsin nonstock corporation (**"Assignee"**), **Avian Estates LLC,** a Wisconsin limited liability company (**"Avian"**) and the **City of Franklin,** a municipal corporation of the State of Wisconsin (the **"City"**).

Recitals

The parties acknowledge the following:

A. Assignor, the City and Avian entered into that certain Storm Water Management and Landscape Maintenance Access Easement which was recorded with the office of the Milwaukee County Register of Deeds on July 1, 2014, as Document No. 10372563 (the **"Easement"**) affecting certain real estate described on **Exhibit** A attached hereto and incorporated herein.

B. Assignor desires to assign it rights and obligations under the Easement to Assignee and Assignee desires to assume Assignee's rights and obligations under the Easement.

C. The City and Avian desire to consent to this Assignment.

Agreements

Now therefore, in consideration of the Recitals, the mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree to the following:

1. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor's rights, title, interests and obligations under the Easement. Assignee shall indemnify and hold Assignor and Assignor's principals and agents harmless from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorneys' fees) which accrue or have accrued at any time with respect to the Easement.

2. The City hereby consents to the assignment of all of Assignor's rights, title,

interests and obligations under the Easement by Assignor to Assignee and to the assumption of all of Assignor's rights, title, interests and obligations under the Easement by Assignee.

3. Avian hereby consents to the assignment of all of Assignor's rights, title, interests and obligations under the Easement by Assignor to Assignee and to the assumption of all of Assignor's rights, title, interests and obligations under the Easement by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated as of October 24, 2014.

AVIAN ESTATES OWNERS ASSOCIATION

By: _____
Amy B. Herzog, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 24th day of OCTOBER, 2014, the above-named Amy B. Herzog, as the President of Avian Estates Owners Association, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

NOTARY PUBLIC
NANCY
PFEIFER
STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
Print Name: NANCY J. PFEIFER
My Commission: 9/18/17

(Signatures continue on the following page)

AVIAN ESTATES OWNERS ASSOCIATION, INC.

By: Michael Kaerek
Michael Kaerek, President

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 3 day of NOVEMBER, 2014, the above-named Michael Kaerek, as the President of Avian Estates Owners Association, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

NOTARY PUBLIC
JAN FRANCKI
STATE OF WISCONSIN

Jan Francki
Notary Public, State of Wisconsin
Print Name: JAN FRANCKI
My Commission: 11-22-15

(Signatures continue on the following page)

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

Attest: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2014, the above-named Stephen R. Olson, as the Mayor of the City of Franklin and Sandra Wesolowski, as the City Clerk of the City of Franklin, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

_____
Notary Public, State of Wisconsin
Print Name:_____
My Commission: _____

(Signatures continue on the following page)

k:\projects\franklin - avian estates\legal\assignment and assumption of storm water management and landscape maintenance access easement.doc

AVIAN ESTATES LLC
By: MLG Private Fund LLC
By: MLG PF Manager LLC

By: _____
Timothy J. Wallen, President

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 24th day of October, 2014, the above-named Timothy J. Wallen, as the President of MLG PF Manager LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Notary Public, State of Wisconsin
Print Name: Amy Herzog
My Commission: is permanent

Drafted By:
Amy B. Herzog
MLG Companies
13400 Bishop's Lane, Suite 270
Brookfield, WI 53005

Exhibit A

(Description of the Property)

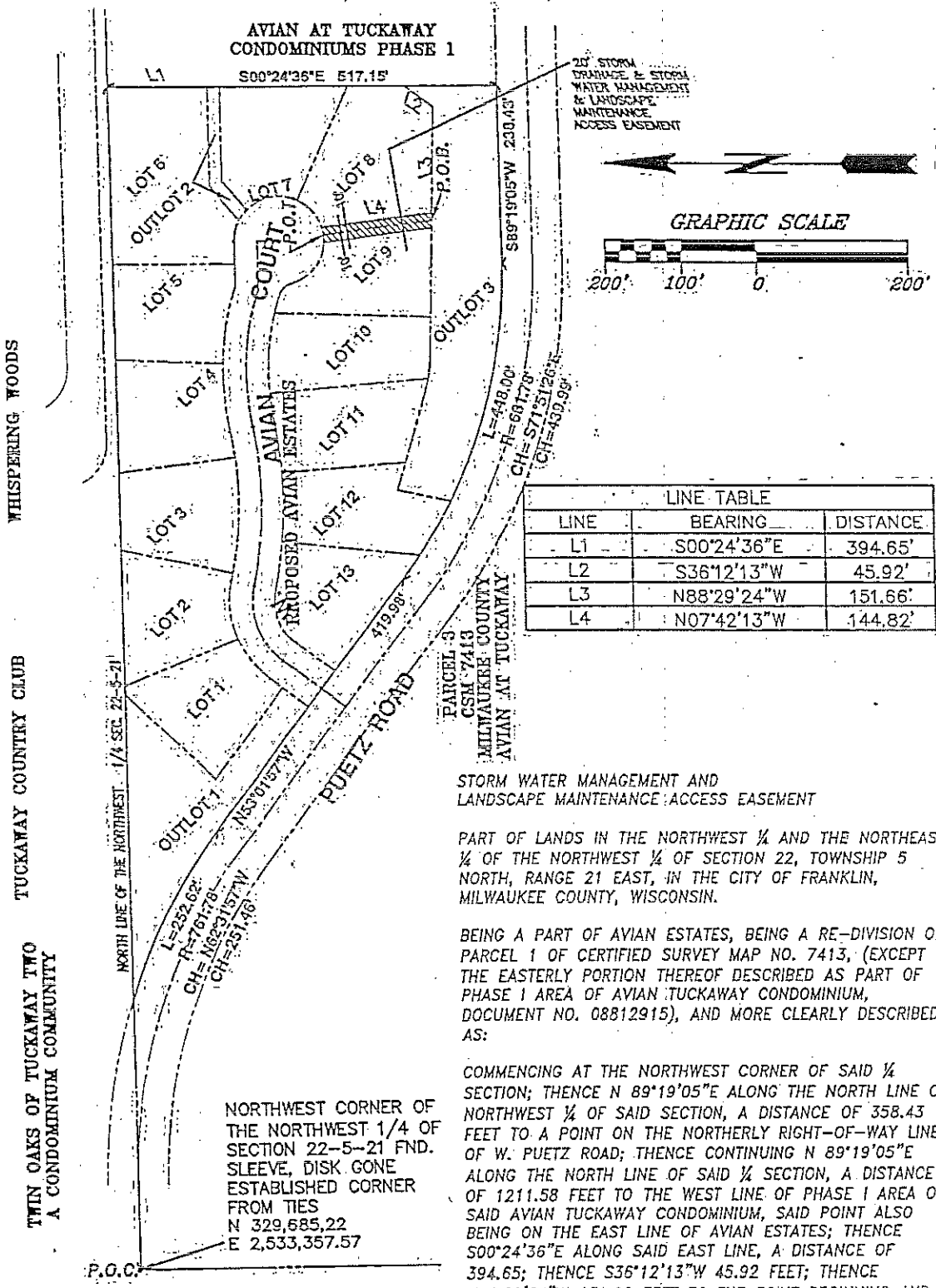
BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B - STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°24'36"E	394.65'
L2	S36°12'13"W	45.92'
L3	N88°29'24"W	151.66'
L4	N07°42'13"W	144.82'

STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 394.65; THENCE S36°12'13"W 45.92 FEET; THENCE N88.29'24"W 151.66 FEET TO THE POINT BEGINNING AND THE CENTERLINE OF A 20 FOOT EASEMENT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 8 AND THE SE CORNER OF LOT 9; THENCE N07°42'13"W, ALONG THE LOT LINE BETWEEN LOTS 8 AND 9, 144.82 FEET TO THE POINT OF TERMINUS AND THE SOUTHERLY RIGHT-OF-WAY LINE OF W. AVIAN COURT.

McClure
Engineering Associates, Inc.
5417 North 118th Court, Milwaukee, WI. 53225
TEL (414)-616-4880 FAX (414)-616-4885

Project: 08-15-13-014
W:\dwg\WI\MEAI WI OFFICE\Franklin\AvianEstates\0813014AvianFinalPlat.dwg 11/15/2013 12:38:51 PM CST

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Slw		4/7/15
Reports & Recommendations	**SUBJECT:** A Resolution Awarding the 2015 Bituminous and Aggregate Material Bids	**ITEM NO.** G.17.

BACKGROUND

The City of Franklin Department of Public Works uses bulk asphalt and aggregate products for construction projects throughout the year.

ANALYSIS

Contract documents were prepared by staff; the project advertised and a bid was opened on March 20, 2015. Attached is a copy of the results of the bid.

OPTIONS

Reject bid.

FISCAL NOTE

The bid presented was found to be in order. The successful bid is in line with fair market prices.

RECOMMENDATION

Motion to adopt Resolution No. 2015 - _____, a resolution awarding bid in accordance with the attached Engineering Department recommendations.

MB/sg
Encl.

CA\bid Bituminous & Aggregate 2015

STATE OF WISCONSIN :: CITY OF FRANKLIN :: MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

RESOLUTION AWARDING 2015 BITUMINOUS
AND AGGREGATE MATERIAL CONTRACTS

WHEREAS, bids for bituminous and aggregate materials were solicited by the City, and

WHEREAS, the City Engineer has recommended that the following named contractor be awarded contracts for bituminous and aggregate materials:

1. Plant Mixed Bituminous Concrete Patch (Hot)
   a. Binder – No Bid
   b. 1/2" mix – No Bid
   c. 3/8" mix – No Bid
   d. 1/4" mix – No Bid
2. Pulverizing Pavement – No Bid
3. Pavement Cold Planing – No Bid
4. Bituminous Concrete Binder Course – No Bid
5. Bituminous Concrete Surface Course – No Bid
6. Mobilization for Pulverizing – No Bid
7. Tack Coat at $2.25/gallon – No Bid
8. Crushed Stone No. 1 at $10.50/ton to Franklin Aggregates
9. Crushed Stone #2 & #3 at $10.50/ton to Franklin Aggregates
10. Traffic Bound 3/4" at $7.35/ton to Franklin Aggregates
11. Traffic Bound 1", 1-1/2", & 3" at $7.35/ton to Franklin Aggregates
12. Breaker Run 125mm gradiated at $9.00/ton to Franklin Aggregates
13. Stone Chips 3/8" & 1/2" at $11.50/ton to Franklin Aggregates
14. Stone Screenings 1/4" at $4.00/ton to Franklin Aggregates

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the above named contractor be awarded the contract for aggregate materials for sums not to exceed the quoted price and that the Mayor and/or City Clerk are directed to execute the necessary documents on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2015, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2015.

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES_____NOES_____ABSENT_____

RESOLUTIONS\BITAGG 2015

MEMORANDUM: FROM ENGINEERING

DATE: March 26, 2015

TO: Mayor and Common Council

FROM: Engineering Department

SUBJECT: 2015 Bituminous and Aggregate Bids

On March 20, 2015, the City of Franklin received one bid for the bituminous and aggregate materials contract.

No bids were received for Items 1 through 7.

One bid was received from aggregate materials for Bid Items 8 through 14. The bidder was Franklin Aggregates. The bid items wand bid prices are listed below:

Item8	Crushed Stone No. 1 Franklin Aggregates	Per Ton $10.50
Item 9	Crushed Stone No. 2 & No. 3 Franklin Aggregates	Per Ton $10.50
Item 10	Traffic Bound 3/4" Franklin Aggregates	Per Ton $ 7.35
Item 11	Traffic Bound 1", 1 1/2" & 3" Franklin Aggregates	Per Ton $ 7.35
Item 12	Breaker Run - 125 mm gradiated Franklin Aggregates	Per Ton $ 9.00
Item 13	Stone Chips 3/8" & 1/2" Franklin Aggregates	Per Ton $11.50
Item 14	Stone Screenings 1/4" Franklin Aggregates	Per Ton $ 4.00

It is the recommendation of the Engineering Department to award the 2015 Bituminous and Aggregate Materials contracts as follows:

Item 1	Plant Mixed Bituminous Concrete Patch (Hot)	Binder	@	No Bid
		1/2"	@	No Bid
		3/8"	@	No Bid
		1/4"	@	No Bid
Item 2	Pulverizing Pavement		@	No Bid
Item 3	Pavement Cold Planing		@	No Bid
Item 4	Bituminous Concrete Binder Course		@	No Bid
Item 5	Bituminous Concrete Surface Course		@	No Bid
Item 6	Mobilization for Pulverizing		@	No Bid
Item 7	Tack Coat		@	No Bid
Item 8	Crushed Stone No. 1 Franklin Aggregates		@	$10.50/ton
Item 9	Crushed Stone No. 2 & No. 3 Franklin Aggregates		@	$10.50/ton
Item 10	Traffic Bound 3/4" Franklin Aggregates		@	$ 7.35/ton
Item 11	Traffic Bound 1", 1 1/2" & 3" Franklin Aggregates		@	$ 7.35/ton
Item 12	Breaker Run – 125 mm gradiated Franklin Aggregates		@	$ 9.00/ton
Item 13	Stone Chips 3/8" & 1/2" Franklin Aggregates		@	$11.50/ton
Item 14	Stone Screenings 1/4" Franklin Aggregates		@	$ 4.00/ton

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		4/07/15
Reports and Recommendations	**Franklin Rolling Dice Riders gift card donation of $25 in appreciation for allowing snowmobile safety classes to be held at the Department of Public Works**	ITEM NUMBER G.18.

The City of Franklin Department of Public Works has received a Menards gift card in the amount of $25 in appreciation for allowing snowmobile safety classes to be held at the Department of Public Works.

COUNCIL ACTION REQUESTED

Motion to accept the gift card donation of $25 to the Department of Public Works from the Franklin Rolling Dice Riders.

TO: Jerry

FROM: Franklin Rolling
Dice Riders

Thank you for
Supporting our snow
mobile Safety class

$25

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		4/07/2015
REPORTS AND RECOMMENDATIONS	INTERGOVERNMENTAL AGREEMENT WITH MILWAUKEE COUNTY FOR PURCHASE OF NEW ELECTION EQUIPMENT	ITEM NUMBER G.19.

In an effort to establish uniform voting equipment so that municipalities in Milwaukee County can better share resources and reduce programming costs (which have increased more than ten times in the past four years), attached is an Intergovernmental Agreement for the Purchase of New Election Equipment between Milwaukee County and the City of Franklin. If approved, Milwaukee County will pay 70% of the equipment purchase cost and Franklin will be responsible for 30%, along with other financial responsibilities included in Section 5 of the Agreement.

The adopted 2015 Capital Outlay Fund included $40,000 for replacement election equipment, which will cover Franklin's share of six DS200 Electronic Imaging systems, six ADA compliant AutoMARK units, all associated start-up costs, 1/19th cost of shared backup machines. Also covered in the approved Capital Outlay funding will be 100% of the cost of a seventh DS200 system for Central Count of Absentee Ballots, a process for canvassing absentee ballots in one location on election day rather than process them at each polling location. This method will greatly improve the timing for release of preliminary results on election night and will allow the inspectors of election (poll workers) to focus on other election day duties. (Total estimated cost for this equipment purchase, not including programming, maintenance and training is $22,950.)

COUNCIL ACTION REQUESTED

Motion to authorize proper City officials to execute the Intergovernmental Agreement for the purchase of New Election Equipment with Milwaukee County, subject to review by the City Attorney.

INTERGOVERNMENTAL AGREEMENT FOR PURCHASE OF NEW ELECTION EQUIPMENT

This Intergovernmental Agreement ("Agreement") is made by and between Milwaukee County ("County"), and the Town/City/Village of Franklin ("Municipality"), pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Milwaukee County Board has endorsed and approved via the 2015 Milwaukee County budget the purchase of new voting machines and accompanying software to standardize election equipment; and

WHEREAS, the Milwaukee County Board's endorsement and approval further contemplates the City of Milwaukee providing all Milwaukee County municipalities with cost-effective election equipment programming services; and

WHEREAS, the County has agreed to make an initial investment in the purchase of new election equipment not to exceed $1,886,563.00; and

WHEREAS, the Municipality has agreed that it will reimburse the County for thirty percent (30%) of the cost of election equipment allocated to the Municipality pursuant to this Agreement; and

WHEREAS, the County and the Municipality agree that the County shall purchase the election equipment from a vendor selected by the County at a future date; and

WHEREAS, the Municipality has agreed to pay the full cost of all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties set forth herein, the County and the Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Milwaukee County and of the Municipality to implement a unified, efficient, and cost-effective vote counting and reporting system. The parties further agree that it is in both parties' interest to share the costs of this system upgrade. This Agreement is intended to set forth the cost-sharing terms.

2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.

3. **EFFECTIVE DATE.** This Agreement shall commence upon execution by both parties.

4. **RESPONSIBILITIES OF THE COUNTY.**

   a. The County shall select a vendor with whom it will contract for the purchase of new voting machines and the accompanying software, modems, installation charges, and

shipping and handling charges (hereinafter "associated items"). The new voting machines and modems shall be uniform and interchangeable in all respects. Of the new voting machines and associated items purchased, a total of six (6) will be allocated to the Municipality.

b. Of the new voting machines and associated items purchased, the County shall designate a total of seven (7) "backup" machines, to be deployed to polling locations throughout Milwaukee County in the event of machine malfunctions or other emergencies. "Backup" machines shall be stored at geographically convenient sites in Milwaukee County such that they may be readily deployed when needed on election days.

c. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. The County shall, at its sole discretion, determine disbursement of any awarded damages or penalties resulting from any such enforcement actions. The County and the Municipality shall cooperate to ensure that the Municipality is made whole in the event that it sustains damages from its use of the election equipment.

d. The County will bill the Municipality for its share of costs as determined by the invoice(s) provided by the vendor, and will provide copies of all invoices and other relevant documentation to the Municipality.

5. RESPONSIBILITIES OF THE MUNICIPALITY.

a. The Municipality shall reimburse the County for thirty percent (30%) of the cost of six (6) new voting machines and associated items as per the repayment schedule selected in Section 6 herein.

b. The Municipality shall also reimburse the County for one-nineteenth (1/19) of thirty percent (30%) of the cost of seven (7) new "backup" voting machines and associated items. The nineteen (19) communities in Milwaukee County, including the Municipality, are dividing their share of this expense equally given that the "backup" machines and associated items may be deployed in any municipality as needed.

c. The Municipality shall participate in all necessary training associated with the new machines and accompanying items. As has been past practice, the County will, at its own expense, provide training for the Municipality's clerks. The Municipality's clerks, will at the Municipality's expense, be responsible for training poll workers.

d. The Municipality shall follow all of the vendor's operating and technical requirements and agrees to use the election equipment appropriately and as intended such that all applicable warranties remain valid.

e. The Municipality shall be responsible for all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement. "Ongoing maintenance" may include, but is not limited to, routine maintenance and repair of the mechanical aspects of voting machines, as well as software updates and troubleshooting.

f. The Municipality acknowledges that the County will contract with the City of Milwaukee, which will provide programming for all of the Municipality's voting machines, as well as for the seven (7) "backup" machines. Per Government Accountability Board guidelines, programming expenses will be divided proportionately between the County and Municipality depending on the number of municipal contests on the ballot. The County will reimburse the Municipality for the Municipality's share of programming expenses at the quoted programming rates established by the City of Milwaukee, which are addressed in a separate agreement. To the extent the Municipality chooses to use additional voting machines or other election equipment beyond that addressed in this Agreement, related programming costs shall be solely the Municipality's responsibility. Further, if the Municipality opts to have an entity other

than the City of Milwaukee program its voting machines, the County will only reimburse the Municipality for said programming at the quoted programming rates established by the City of Milwaukee. Any additional programming expense shall be solely the Municipality's responsibility.

g. The Municipality will not take any action with respect to the ownership, operation or maintenance of the election equipment allocated to the Municipality pursuant to this Agreement which would adversely affect the tax-exempt status of the bonds issued by the County to finance the acquisition of the equipment, such as, but not limited to, selling the equipment to a private entity or contracting with a private entity for operation of the equipment.

6. **PAYMENT PLAN.**

The Municipality agrees to the following repayment schedule (check one):

____ Reimbursement in full by June 30, 2015.

____ Reimbursement in three (3) equal, annual installments due on March 1 of 2016, 2017, and 2018. If the required payment is not received within fourteen (14) calendar days of each due date, interest on the required payment will begin to accrue at a 10% annual rate.

7. **DUTY TO COOPERATE.** Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.

8. **CONTACT PERSON.** Each party shall assign one (1) contact person who will serve as its primary contact person for all purposes under this Agreement.

9. **NO WAIVER.** In no event shall the making of any payment or the acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party. The making of any such payment or the acceptance of any such service by the conforming party while any such default or breach on the part of the other party exists shall in no way impair or prejudice the right of the conforming party to seek damages or other remedy as a result of such breach or default.

10. **SEVERABILITY.** The various provisions of this Agreement are declared to be severable. The findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

11. **NO THIRD PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.

12. **NOTICE**. All notices and correspondence, including billing statements and payments, shall be sent to:

To County:	To Municipality:
Milwaukee County Courthouse	City of Franklin
Office of the County Clerk	Office of the City Clerk
Attn.: Joseph J. Czarnezki	Attn: Sandi Wesolowski
901 N. 9th St., RM 105	9229 W. Loomis Rd.
Milwaukee, WI 53233	Franklin, WI 53132-9728

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

13. **NONDISCRIMINATION**. In the performance of work or execution of this contract, the parties shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

14. **INDEMNIFICATION**. The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

15. **NO JOINT VENTURE.** This is an agreement between the parties for sharing costs and services. This Agreement does not create a joint venture or partnership between the parties, nor does it constitute any party as an agent of the other.

16. **COMPLIANCE**. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

17. **ENTIRE AGREEMENT and AMENDMENTS.** The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.

Signature Page Follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective on the day, month and year first above written.

TOWN/CITY/VILLAGE OF FRANKLIN

Name: _____
Title: _____

_____
MILWAUKEE COUNTY:

_____
Joseph J. Czarnezki
Milwaukee County Clerk

Reviewed by:

By: _____
Amy Pechacek, Director
Risk Management

Date: _____

Approved for execution:

By: _____

Corporation Counsel

Date: _____

Approved:

By: _____
Scott Manske
Comptroller

Date: _____

Approved:

By: _____
Chris Abele
County Executive

Date: _____

Approved as compliant under sec. 59.42(2) (b) 5, Stats.

By: _____
Corporation Counsel
Date: _____

[Signature Page to Election Equipment Intergovernmental Agreement]

Faster election results and greater voter confidence

KEY FEATURES

LARGE CAPACITY

Handles 450-plus precincts for early voting needs.

SPEED

Completely processes both sides of a ballot in six seconds or less. Handles bent or folded ballots with ease.

ACCESSIBILITY

Compatible with the ES&S AutoMARK® Americans with Disabilities Act (ADA)-compliant ballot-marking device.

RELIABILITY

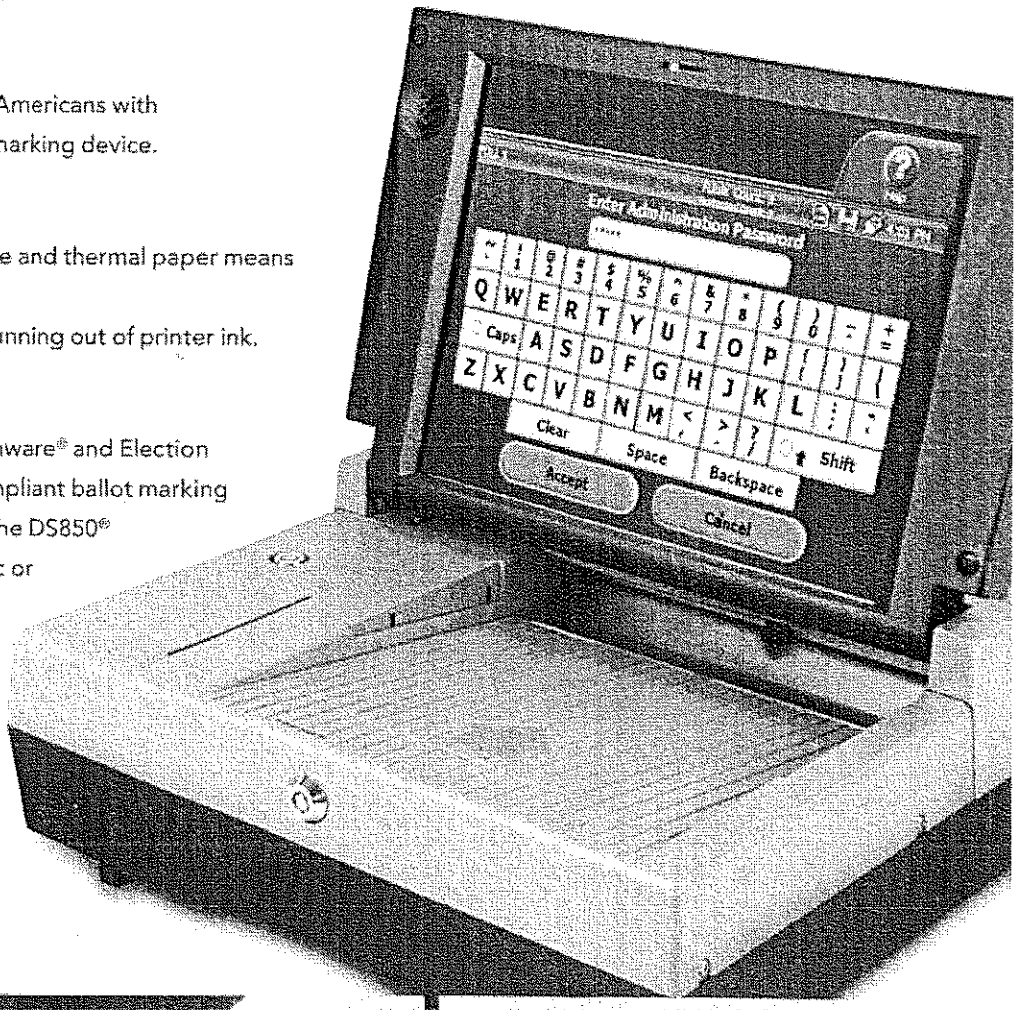
Battery backup in case of a power outage and thermal paper means you never
have to worry about power outages or running out of printer ink.

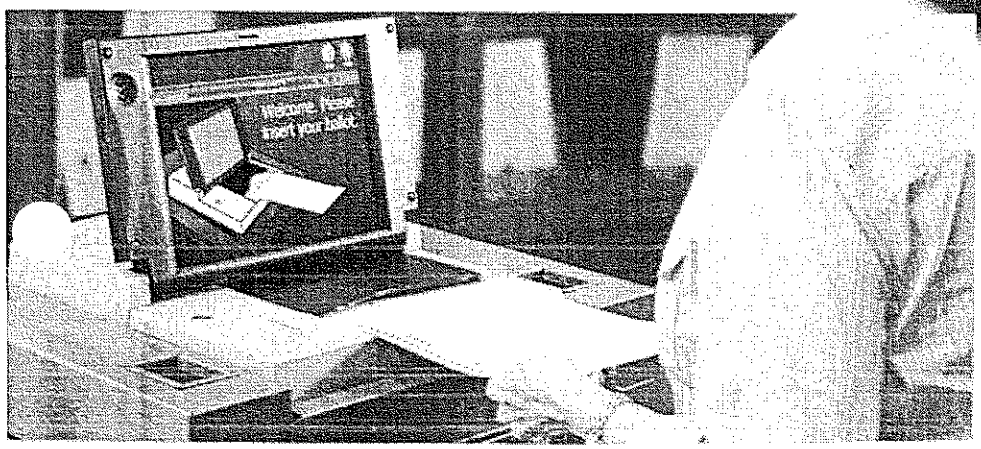
COMPATIBILITY

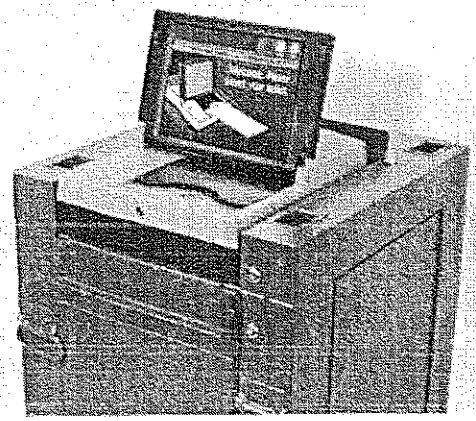
Works in conjunction with ES&S' Electionware® and Election Reporting Manager® software, ADA-compliant ballot marking devices (AutoMARK® or ExpressVote®), the DS850® central scanner and tabulator, and plastic or metal ballot bins to provide a complete end-to-end election solution.

AVAILABLE OPTIONS

Wireless modem and capacity to send data via Secure File Transfer Protocol (SFTP); backup data storage in addition to primary data storage device.

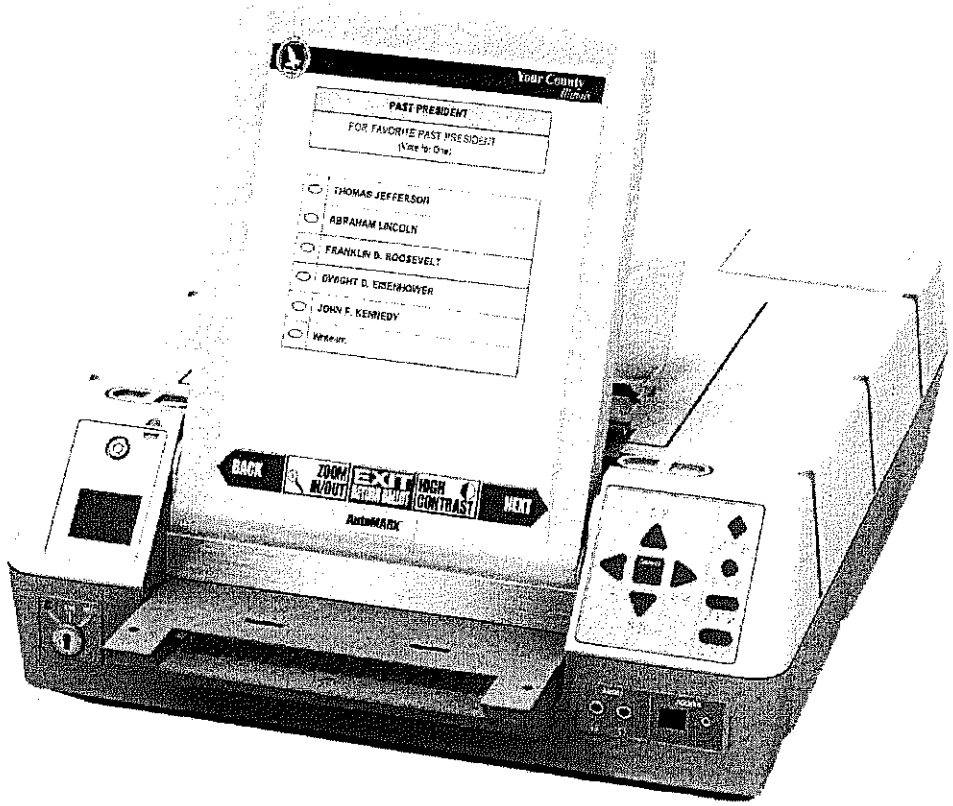






EQUIPMENT

- AutoMARK
  - ADA Compliant
  - Upgrade existing units
  - Tray changeout



Includes: Terminal, case, power cord, ink cartridge, 1 GB flash card, head set, two secrecy sleeves, one year warranty

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Sluv		4/07/2015
REPORTS & RECOMMENDATIONS	Summer Meeting Schedule for 2015	ITEM NUMBER G.20.

The Common Council may wish to set a summer meeting schedule for the months of June, July and August. (Note: National Night Out event will be held on Monday, August 3, 2015.)

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 CofW	2 CC	3	4	5	6
7	8	9	10	11	12	13
14	15	16 CC	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 Closed	4
5	6 CofW	7 CC	8	9	10	11
12	13	14	15	16	17	18
19	20	21 CC	22	23	24	25
26	27	28	29	30	31	

August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 CofW	4 CC	5	6	7	8
9	10	11	12	13	14	15
16	17	18 CC	19	20	21	22
23	24	25	26	27	28	29
30	31 CofW					

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 CC	2	3	4	5
6	7 Closed	8	9	10	11	12
13	14	15 CC	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

COUNCIL ACTION REQUESTED

No action (regular meeting schedule would be 1st and 3rd Tuesdays for Common Council with Committee of the Whole on the Monday preceding the 1st Tuesday).

OR

Motion to establish the amended meeting schedule for 2015 (all meetings to begin at 6:30 p.m.) as follows:_____.

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APPROVAL	REQUEST FOR	MEETING DATE
Slw	COUNCIL ACTION	4/07/2015
Reports and Recommendations	UPDATE ON TRANSFER OF MILWAUKEE METROPOLITAN SEWERAGE DISTRICT GREENSEAMS LAND WITHIN THE CITY OF FRANKLIN	ITEM NUMBER G.21.

An update will be provided on the transfer of Milwaukee Metropolitan Sewerage District Greenseams land within the City of Franklin.

COUNCIL ACTION REQUESTED

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/07/2015
REPORTS & RECOMMENDATIONS	Recommendations from the Committee of the Whole	ITEM NUMBER G.22.

(a) Presentation on Remote Application and Data Collection for the Geographic Information System (GIS) in the Field.

(b) Discussion Concerning and Consideration of Replacement of the Unified Development Ordinance's Use of the Standard Industrial Classification System and Potentially Including a Comprehensive Update or Replacement of the City of Franklin Unified Development Ordinance.

(c) Discussion to Provide Guidance to the Classification and Compensation Study Consultant on Pay Philosophy and Pay Plan Structure.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		04/07/15
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of April 7th, 2015.

COUNCIL ACTION REQUESTED

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132-9728
414-425-7500

License Committee
Agenda*
Aldermen's Room
April 7, 2015 – 5:40 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2014-15 5:45 pm	**Moga, Alysia L** 5885 Tower Rd #1 Greendale, WI 53129 Irish Cottage			
Class B Combination (New) 2014-15 5:50 pm	**Iron Mike's** 6357 S 27 St Franklin, WI 53132 Michael L Pues, Agent			
Operator – Renewal 2015-16	**Beierle, Wendy J** 9221 S 96th St Franklin, WI 53132 Hodach Citgo			
Operator – New 2014-15	**Beres, Randy E** 6945 Darnell Ln Greendale, WI 53129 Three Cellars			
Operator – New 2014-15	**Connell, Connor C** 1916 W Timber Ridge Ln, #4110 Oak Creek, WI 53154 Rock Sports Complex			
Operator – New 2014-15	**Gaspar, Zoe M** 6099 Sycamore St Greendale, WI 53129 Rock Sports Complex			
Operator – Renewal 2015-16	**Hart, Desirea D** 2588A S Burrell St Bayview, WI 53207 Hodach Citgo			
Operator – Renewal 2015-16	**Kowalski, Kristin J** 11210 W 6th Mile Rd Franksville, WI 53126 Hodach Citgo			
Operator – New 2014-15	**Strzok, Justin M** 8900 W Puetz Rd Franklin, WI 53132 Rock Sports Complex			
Operator –New 2014-15	**Torzala, Jeffrey Allen** 5994 S 32nd St Greenfield, WI 53221 Three Cellars			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	**Franklin Lacrosse Club** Fee Waivers: Park Permit Fees Date of the Event(s): 6/10, 6/11, 6/17, & 6/18/15 Location: Lions Legend II Vernon Barg			

Type/ Time	Applicant Information	Approve	Hold	Deny
Mobile Home Court 2015-16	**Franklin Mobile LLC** 9554 N Lake Dr Milwaukee, WI 53217 David Steinberger, Manager			
3.	**Adjournment**			
		Time		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/7/15
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated March 13, 2015 through April 2, 2015 Nos. 155862 through Nos. 156061 in the amount of $ 959,005.98 Included in this listing are EFT's Nos. 2835 through Nos. 2844 and Library vouchers totaling $ 5,998.54.

Early release disbursements under Resolution 2013-6920 in the amount of $ 557,703.49 are provided on a separate listing and are also included on the complete disbursement listing.

The net payroll dated April 3, 2015 is $ 346,620.23, previously estimated at $ 338,000.00. Payroll deductions for April 3, 2015 are $ 191,449.62 previously estimated at $ 190,000.00.

The estimated payroll for April 17, 2015 is $ 345,000.00 with estimated deductions of $ 356,000.00.

Attached is a list of property tax refunds dated March 13, 2015 through April 2, 2015 Nos. 14850 through Nos. 14853 in the amount of $ 538.34. These disbursements have been released as authorized under Resolution 2013-6920. Voided property tax checks in the amount of $ (538.34) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 155862 through Nos. 156061 in the amount of $ 959,005.98 dated March 13, 2015 through April 2, 2015.

Motion approving the net payroll dated April 3, 2015 in the amount of $ 346,620.23 and payments of the various payroll deductions in the amount of $ 191,449.62 plus any City matching payments, where required.

Motion approving the net payroll dated April 17, 2015 estimated at $ 345,000.00 and payments of the various payroll deductions estimated at $ 356,000.00, plus any City matching payments, where required.

Motion approving property tax refunds and settlements in the range of Nos. 14850 through Nos. 14853 in the amount of $ 538.34 dated March 12, 2015 through April 2, 2015.