

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/31/14</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Police Department Community Grant Award of \$2000.00 from The Walmart Foundation</p>	<p>ITEM NUMBER</p> <p><i>G.2.</i></p>

The City of Franklin Police Department has been awarded a grant from The Walmart Foundation and Facility #1551 through the Local Community Contribution Program in the amount of \$2000.00 to be used specifically for the purchase of an Automated External Defibrillation (AED) Device.

COUNCIL ACTION REQUESTED

Motion to accept this donation of \$2000.00 from The Walmart Foundation and Facility #1551 to be deposited into the Police Donation Account.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">March 31, 2014</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Agreement for Mutual Assistance among Milwaukee County Fire Departments to provide for potentially more rapid response times within areas of adjoining Communities in Milwaukee County</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3.</i></p>

Attached is an agreement developed by the Milwaukee County Association of Fire Chiefs, which was circulated in draft form on February 14, 2014 as the final draft, following the circulation of an initial draft in approximately December, 2013. Except for some of the legal liability responsibility provisions between and among municipalities and their participating fire departments, the terms and concept are similar to those prior and still existing mutual aid agreements among nearly all of the Milwaukee County municipalities, dating back into the early 1990's and into approximately 2004, to provide better through coordination among fire departments services for the health, safety and welfare of the area Communities. Under those agreements, mutual aid was to be provided usually for a large emergency/catastrophic event or the like. The current proposed agreement is for the purpose of having proximate municipalities agree to respond to calls in another municipality within a prescribed smaller proximate area, whereunder, for example, Greendale might respond to a call in Greenfield, simply because its fire station is closer to the call site and can provide an earlier response. The final draft agreement is essentially an "agreement to agree", as it is subject to each municipality determining whether to enter into a mou as to the specifics of the areas to be served and minimum service requirements required thereunder with another or more municipalities, which would finally put all the provisions into effect.

Staff had concerns about the provisions in the final circulated agreement. Same was forwarded to the League of Wisconsin Municipalities Mutual Insurance Company and staff received comments from CEO Dennis Tweedale. While it has been reported that a number of municipalities have already approved the circulated final draft agreement, staff recommends that consideration be given to the approval of an alternate draft incorporating the City insurer's comments and those of staff, which have been incorporated into the attached highlighted redraft Agreement for Mutual Assistance. The Fire Chief, the Director of Administration and the City Attorney will be present at the meeting to present the subject matter.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute An Agreement for Mutual Assistance among Milwaukee County Fire Departments to provide for potentially more rapid response times within areas of adjoining Communities in Milwaukee County [in the form provided by the Milwaukee County Association of Fire Chiefs] [in the form provided by City staff].

or

As the Common Council may deem appropriate.

AGREEMENT FOR MUTUAL ASSISTANCE

THIS AGREEMENT FOR MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

RECITALS:

WHEREAS the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction;

WHEREAS the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched, to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments. No party shall have any

obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (except those arising from the intentional or reckless acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.

There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

5. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One

Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.

6. No party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
7. Each party to this Agreement is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.
8. At all times while equipment and personnel of any parties' fire department are traveling to, from, or within the geographical limits of the other parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she

would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.

10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual Aid", effective as of the dates indicated below.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any parties hereto.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

DRAFT

MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN THE
CITY OF _____ FIRE DEPARTMENT AND THE CITY OF
_____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of _____ and the of the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

Amount and Time of Assistance

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of _____ and the Fire Chief of the City of _____.

_____, Fire Chief – City of _____ Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.

DRAFT

AGREEMENT FOR MUTUAL ASSISTANCE

3/26/14 DRAFT

THIS AGREEMENT FOR MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

RECITALS:

WHEREAS, the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS, Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS, Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder's municipality, due to the proximity of facilities and equipment for a potentially more rapid response; and

WHEREAS, the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched, to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or

emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (~~except those arising from the intentional or reckless acts of the other party~~) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

~~A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.~~

~~There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.~~

5. ~~Each party hereto shall bear the risk of its own actions, as it does with its day-to-day operations. Each party hereto shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self insurance pool, a self insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the insurance provisions of this section to the other party.~~
6. ~~No party shall be reimbursed by the other (except as may be provided by way of an "equitable distribution" as is set forth under paragraph 4. above) for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.~~
7. ~~Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department. The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.~~

8. At all times while equipment and personnel of any party~~'ies'~~ fire department are traveling to, from, or within the geographical limits of ~~the any other partyies'~~ in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. ~~However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.~~
10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual ~~Assistance~~Aid", effective as of the dates indicated below.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any ~~such partyies~~ hereto.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement

may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

DRAFT

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

DRAFT

DRAFT ONLY

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To be redrafted in its entirety upon agreement between/among fire service depts. and the respective municipalities involved

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MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN THE CITY OF _____ FIRE DEPARTMENT AND THE CITY OF _____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of _____ and the of the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

Amount and Time of Assistance

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

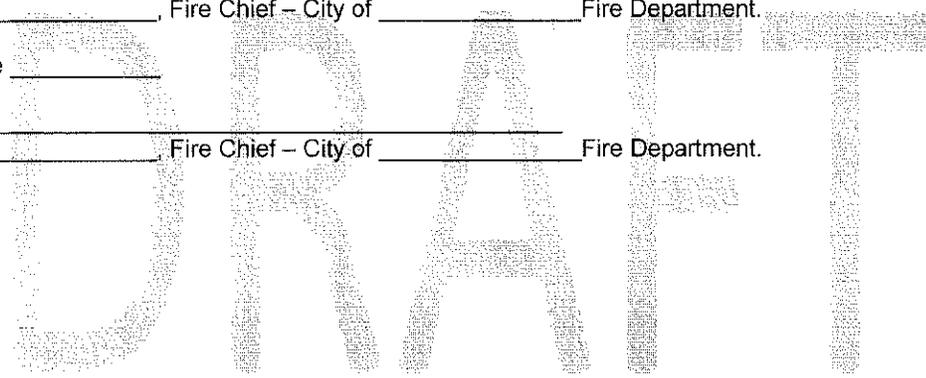
Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of _____ and the Fire Chief of the City of _____.

_____, Fire Chief – City of _____ Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR MUTUAL ASSISTANCE AMONG MILWAUKEE COUNTY FIRE DEPARTMENTS TO PROVIDE FOR POTENTIALLY MORE RAPID RESPONSE TIMES WITHIN AREAS OF ADJOINING COMMUNITIES IN MILWAUKEE COUNTY

WHEREAS, the Fire Chief regularly participates in the workings of the Milwaukee County Association of Fire Chiefs and the Association has considered and discussed an agreement whereby municipalities may agree that a locally proximate municipality fire department may respond to a fire call in another municipality because of the proximity of its service force to the site of the call; and

WHEREAS, the Association produced a draft agreement to provide for same; and

WHEREAS, the Common Council having reviewed the proposed agreement and having found the intent of the proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement for Mutual Assistance among Milwaukee County Fire Departments to provide for potentially more rapid response times within areas of adjoining Communities in Milwaukee County, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/31/14
Reports & Recommendations	SUBJECT: Report on the usage of salt, Geo-melt and overtime relative to the 2013/14 winter season and authorization to purchase salt from the 2013 reserve contract and request salt purchase for the 2014/15 season from the State contract	ITEM NO. <i>G.4.</i>

BACKGROUND

The 2013/14 winter season was one of the worst in the last two to three decades. While the actual amount of snow was not extremely high the frequency of the snow storms, cold weather and the timing of the storms on weekends and holidays created a higher than normal amount of salt and Geo-melt usage and increased the overtime due to Saturday, Sunday and holiday work days.

The amount of salt and Geo-melt amounted to an increase in the 2014 budget of \$115,145.50.

It is staff's recommendation that the City start the 2014/15 season with a full salt shed which has a capacity of 3,000 tons and that the City order 1,900 tons of salt for the 2015/16 season.

ANALYSIS

Within a few weeks the State Department of Transportation will require each community to select the amount of salt for delivery during the 2014/15 season. That salt to be taken before May 1, 2015. It is recommended that the City exercise its current vendor reserve provision of 450 tons (25% of the contract salt purchase). This purchase will be billed at the 2013 contracted rate of \$52.49 per ton. Also, the City will need to purchase 1,450 tons of salt to fill the shed for the 2014/15 season and 1,900 tons for the 2015/16 season for a total of 3,350 tons of salt.

In addition the Highway Department estimates an over-run of the overtime labor budget will occur due to the extreme winter conditions. Already the overtime budget is over by \$21,000 and depending what may take place by the end of the year it could total \$48,000 over-run. Staff recommends that this budget item be referred to the Finance Committee.

OPTIONS

Need decision prior to May 1, 2015, the date the State requests the City to contract for the salt.

FISCAL NOTE

The 2013/14 season utilized approximately twice the amount of salt budgeted including \$7,425 of Geo-melt for a total over-run of \$115,145.50 based on an estimated cost of salt at \$58 per ton for the 2015/16 purchase. In discussing this with the Financial Officer, the City could make-up the over-run from the 2014 budget or in the 2015 budget on a combination of both as the last time for payment is at the end of April 2015. This decision may need to be forwarded to the finance committee for recommendation.

RECOMMENDATION

Motion to authorize the City Engineer to purchase the under 2013 reserve salt contract, the purchase of 450 tons @ \$52.49 per ton for \$23,620.50 and to contract for the purchase of 3,350 tons of salt under the State contract (1,450 tons to make up the extra salt used this season and 1,900 tons of salt for the 2015/16 season). The estimated cost is not known but assumed to be in the vicinity of \$58 per ton.



MEMORANDUM FROM DEPARTMENT OF PUBLIC WORKS

DATE: March 25, 2014
TO: John Bennett, City Engineer
FROM: Jerry Schaefer, Superintendent, Public Works
SUBJECT: 2013 – 2014 salt usage

During the period of 02/05/14 through 03/25/14 we had 13 snowplowing or salt operations, using approximately 650 ton of salt. The total number of snowplowing or salting operations for the 2013 / 2014 season is now 65, with an estimated 3,700 ton of salt used.

Salt Usage, 2013/2014

Dec, 2013 salt on hand	3,000 ton
Salt delivered to date	<u>1,800 ton</u>
	4,800 ton of salt
Estimated salt usage, to date	<u>3,700 ton</u>
	1,100 ton of salt remaining in shed

Recommended Salt Purchase

Due to the extreme winter staff recommends to purchase an additional 1,900 ton of salt to bring up the inventory for the start of the 2014 / 2015 season to 3,000 ton.

450 ton vendor reserve @ \$52.49	= \$ 23,620.50
1,450 ton, in addition to the 2014 / 2015 contract, @ \$58.00 (est)	= <u>\$ 84,100.00</u>
	\$107,720.50

Recommended Geo-Melt (Beet Juice) Purchase

With the snow events during the extreme cold, staff was required to mix Geo-Melt with road salt in an effort to accelerate the effectiveness of the road salt. The only other option would have been to use an additional 30% more road salt during the cold weather events to clear the roadways.

4,500 @ \$1.65 per gal	= \$ 7,425.00
TOTAL	\$115,145.50

PLEASE NOTE:

The additional funds requested, \$115,145.50 over and above the 2014 budgeted amount, are necessary to replenish the snow and ice control materials on hand to the level we had prior to the start of the 2013 / 2014 snow season.



MEMORANDUM FROM DEPARTMENT OF PUBLIC WORKS

DATE: March 21, 2014
TO: John Bennett, City Engineer
FROM: Jerry Schaefer, Superintendent, Public Works
SUBJECT: 2014 Overtime Account

The overtime account is presently approximately \$21,000.00 over the 2014 budgeted amount of \$48,800.00. A vast majority of overtime used within the Highway Department is for snow and ice control. During the first 80 days of 2014 the Highway Dept has had 42 snowplow or salting operations. This has been a very demanding snow season with an unusual amount of light snows with very cold weather.

The concern is; what about the remaining nine months, and how do we deal with any required overtime. As stated a majority of overtime is expended for snow and ice control, but summer storms, streetlight problems, signs down, road program, assistance to other departments and roadway concerns are just a few of the other types of situations where overtime is required. Snow and ice control in late November and December of 2014 will be a concern. It is just unpredictable.

Staff recommends:

\$21,000.00 for the over-run
\$19,000.00 for the remainder of 2014

TOTAL \$40,000.00, account # 01.0331.5117

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/31/14
Reports & Recommendations	SUBJECT: Request by Wisconsin Department of Transportation for the City to maintain the bike lane marking and signing relative to the reconstruction of S. 27th Street between W. College Avenue and W. Drexel Avenue	ITEM NO. <i>G.5.</i>

BACKGROUND

Pursuant to the reconstruction of S. 27th Street by the State Department of Transportation (DOT), from W. College Avenue to W. Drexel Avenue, they are requesting that the City sign an application/permit for bike lane marking and signing.

ANALYSIS

The purpose of this application/permit is that the City, after completion of the project and the initial pavement marking and signage, will be responsible for the maintenance of the signage and pavement marking of the bike lanes. On a limited basis the City now maintains bike lane markings.

OPTIONS

Approve
or
Table

FISCAL NOTE

This marking will add additional pavement marking that the City completes every other year. The City pays about 10 cents a foot for pavement marking every two years and this marking would cost \$1,056 every two years.

RECOMMENDATION

Motion to authorize the City Engineer to sign the applicant/permit for bike lane marking and signage for the west side of S. 27th Street from W. College Avenue to W. Drexel Avenue, which will require the City to maintain the pavement marking and signage.

JMB/db

APPLICATION/PERMIT FOR BIKE LANE MARKING AND SIGNING

Wisconsin Department of Transportation
DT2500 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of bike lane marking and signing on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking and signing the bike lane.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made for each continuous bike lane segment.

Applicant - Municipality City of Franklin		County Milwaukee county	
Mailing Address 9229 W. Loomis Road Franklin, Wis 53132		Area Code - Telephone Number 414-425-7500	
		FAX Number 414-425-6428	
Type of Project <input checked="" type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		Project ID <input checked="" type="checkbox"/> Yes, Project # <u>2265-16-70</u> <input type="checkbox"/> No <input type="checkbox"/> N/A	
Location: On Highway / Local Street Name STH 241		Intersecting Street From: Drexel Ave to To: College Ave	
Type of Bike Lane Marking (design/dimensions) <input type="checkbox"/> Other (attach detail & reason)		(material) <input type="checkbox"/> Paint <input type="checkbox"/> Epoxy <input checked="" type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify)	
Operational Features <input type="checkbox"/> Yes <input type="checkbox"/> No Edge Line <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Symbols <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Words <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signs		Description/Type of Marking and Signing bike lane symbol and arrow and bike lane signs R3-17	
Reasons for Bike Lane Marking and Signing safety of bicyclists Part of improvement project id 2265-16-70			

Marking and Signing Installation Conditions

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document. 2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices. 3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices. 4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.), unless other arrangements have been made. 5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance | <ol style="list-style-type: none"> 6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings. 7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify. 8. The permittee should be aware that future upgrading of the highway will remove the permitted marking and signing. A future permit will be needed to replace the marking and signing. 9. Right of way permit |
|--|---|

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

X

(Authorized Representative) _____ (Title) _____ (Date) _____

Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) - County Number - Three-digit, consecutive permit number

Permit Number	X		
SE -40--bike 04			

(Regional Authorized Representative) _____ (Area Code - Telephone Number) _____ (Date) _____

INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

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APPROVAL <i>Slw</i> <i>[Signature]</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/31/2014
REPORTS & RECOMMENDATIONS	Amendment to the Emergency Notification System Service Agreement with Inspiron Logistics extending the term for 7 additional months at no added cost	ITEM NUMBER <i>G.6.</i>

As you are aware, during 2013 there was a lapse in the intended functional operation of the Emergency Notification System. Upon identification, the issue was promptly resolved, but the City continued to work with Inspiron Logistics, the service provider, on assurances as to the operation of the system going forward. To that end, Mr. Scott Dettling, Founder and President of Inspiron Logistics, appeared in person at the February 4, 2014, Common Council meeting to provide his personal commitment as to continued dedication of his company and his personal assurances as to the capability of the Inspiron Logistics system to meet our needs without any further issues.

In addition to his personal commitment, attached is the company's commitment to serve the City of Franklin. The attached Amendment to the contract generally has two effects. First, it extends the service period for seven additional months at no additional cost, which effectively reflects reimbursement for the period where there was a disconnected feature. Second, it eliminates the opportunity for them to have a "right to cure" in the event of any subsequent breach of contract or service. In other words, if they have any further breach, we can unilaterally terminate the contract and receive pro-rata reimbursement for the full portion of the entire term remaining on the agreement. Note that the entire term includes the additional 7-month free extension.

Staff recommends approval. The base, original service agreement is attached for your reference.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute the attached Amendment to the WENS Service Agreement with Inspiron Logistics, LLC, extending the term for 7 additional months at no added cost.

Final
Signed
agreed

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 21st 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 "Carried" 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.

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 than 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 ARISING 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 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 prepaid, 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.

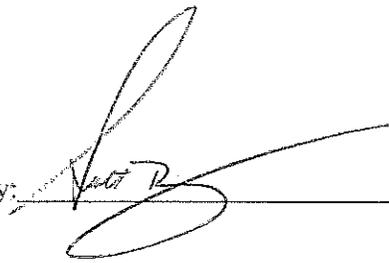
8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

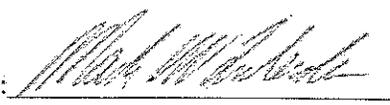
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS CORP.

CUSTOMER

City of Franklin, WI, EMA

By: 

By: 

Name: Scott Dettling

Name: Max W. Lubarda

Title: President

Title: DIRECTOR OF ADMINISTRATION



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*

WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

Page 1

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.

WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

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.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/31/2014
LICENSES AND PERMITS	MISCELLANEOUS PERMITS	ITEM NUMBER H.I.

See attached list from meeting of March 31, 2014.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

March 31, 2014 – 6:05 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - New 2013-14 6:10 pm	Strucel-Dzioba, Sandra L 10115 W Coldspring Rd, #B107 Greenfield, WI 53228 The Landmark			
Operator - New 2013-14	Rueth, Ryan J 11130 W Mallory Ave Hales Corners, WI 53130 Squirrel Haus			
Operator - New 2013-14	Wilson, Debra A W192S6391 Regency Ct, #3 Muskego, WI 53150 Squirrel Haus			
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.

<p>APPROVAL <i>Slw Pok</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 3/31/14</p>
<p>Bills</p>	<p>Vouchers and Payroll Approval</p>	<p>ITEM NUMBER I. 1.</p>

Attached is a list of vouchers dated March 21, 2014 through March 27, 2014 Nos. 151548 through Nos. 151687 totaling \$ 833,846.10. Included in this listing is EFT's Nos. 2558 through Nos. 2568 and Library vouchers in the amount of \$16,714.85. Also attached is a list of voided checks in the amount of \$ (200.00).

The estimated net payroll dated April 4, 2014 is \$332,000.00 with estimated payroll deductions of \$209,000.00.

Attached is a list of property tax refunds dated March 27, 2014 Nos. 13270 in the amount of \$1,500.00.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range Nos. 151548 through Nos. 151687 in the amount of \$833,846.10 dated March 21, 2014 through March 27, 2014.

Motion approving the net payroll dated April 4, 2014 estimated at \$332,000.00 and payments of the various payroll deductions estimated at \$209,000.00 plus any City matching payments, where required.

Motion approving property tax settlements in the range of Nos. 13270 in the amount of \$1,500.00 dated March 27, 2014.