

<p>APPROVAL <i>slw</i> <i>PA</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 2020</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO CARRYOVER \$40,000 OF THE 2019 UNUSED HISTORICAL SOCIETY BARN PROJECT APPROPRIATIONS</p>	<p>ITEM NUMBER <i>G.6.</i></p>

**Background**

The 2019 Capital Improvement Fund included a \$40,000 appropriation to complete the Franklin Historical Society barn project in Lion's Legend Park. That 2019 appropriation went unused in 2019 and remains in the Jan 1, 2020 Capital Improvement Fund balance.

During the February 17, 2020 Common Council meeting:

Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer. All voted Aye; motion carried.

The cost estimate is on the March 17, 2020 Common Council Agenda under separate action.

**Analysis**

Adoption of the proposed 2020 Budget Amendment would use opening Capital Improvement Fund balance to provide the resource necessary to fund the project.

**Recommendation**

Staff recommends adoption of the attached proposed 2020 Budget Amendment.

**COUNCIL ACTION REQUESTED**

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to carryover \$40,000 of the 2019 unused historical society barn project appropriations

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO CARRYOVER \$40,000 OF THE 2019 UNUSED HISTORICAL SOCIETY BARN PROJECT APPROPRIATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the 2019 Capital Improvement Fund included a \$40,000 appropriation for the Franklin Historical Society barn restoration project in Lion’s Legend Park; and

WHEREAS, that 2019 Franklin Historical Society barn project was not initiated or completed in 2019 such that the \$40,000 returned to the December 31, 2019 ending fund balance; and

WHEREAS, the Common Council on February 17, 2020 directed that the City Engineer seek cost estimates to complete the project.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund				
	Muni Buildings	Historical Barn	Increase	\$40,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES\_\_\_NOES\_\_\_ABSENT\_\_\_

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	EXPEND \$20,000 TO ENTER CONTRACTS WITH JJ ELECTRICAL, LLC FOR \$4,865, G&L CONTRACTING SERVICES LLC FOR \$9,850, SOUTHEAST CONSTRUCTION LLC FOR \$2,395, AND OTHER EXPENDITURES AS NEEDED TO COMPLETE THE ELECTRICAL, ADA CONCRETE WORK, AND PAINTING OF THE HISTORICAL BARN- 8038 S. LEGEND DRIVE	ITEM NUMBER <i>6.7.</i>

**BACKGROUND**

At the February 17, 2020, Common Council meeting.

*HISTORICAL SOCIETY BARN DONATION G 4 Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer All voted Aye, motion carried.*

At the March 3, 2020, Common Council meeting.

*Alderman Taylor moved to return to the March 17, 2020, Common Council meeting with a cost estimate Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer All voted Aye, motion carried*

**ANALYSIS**

The Historical Society discussed painting and determined that it is appropriate for painting this summer- not in 2021 as discussed on March 3, 2020

Mr Luckey solicited at least three contractors for each trade (Electrical, Painting, and Concrete) needed to complete construction on the project The project will still need landscaping (yet to be determined) for final completion.

**Electric**

- \$8,500 Walkowiak electric Inc.
- \$4,865 JJ Electrical, LLC

\*Above prices do not include WE Energies service (Budget \$1,000) or lighting fixtures (Budget \$1,500)

**Painting**

- \$ 9,850 G&L Contracting Services LLC
- \$12,500 Vesel Contractors

**Concrete (ADA)**

- \$3,680 G&L Contracting Services LLC
- \$2,395 Southeast Construction LLC

Staff has reviewed the quotes and find all acceptable. As such it is recommended that Staff be authorized to execute contracts and make purchases as follows for a total budget of \$20,000.

- \$4,865 JJ Electrical, LLC for electrical work
- \$9,850 G&L Contracting Services LLC for painting work
- \$2,395 Southeast Construction LLC for ADA concrete work
- \$1,000 (+/-) WE Energies
- \$1,500 (+/-) Home Depot for misc light fixtures to be selected by Historical Society
- \$19,610 (+/-) Total of all quotes and budgets

As to the requested Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park, Legal Staff is awaiting direction as to what the intentions are for the use and maintenance of the building with direction thereon from the Common Council.

**OPTIONS**

- A. Give Staff authorization to enter contract and make purchases as described above; or
- B. Refer back to Staff with additional direction

**FISCAL NOTE**

There is approximately \$40,000 allowance to complete the project. The 2019 Capital Improvement Fund included this item. As the funds were neither committed or spent, a carryforward 2020 budget amendment appears elsewhere on this agenda.

**COUNCIL ACTION REQUESTED**

(OPTION A) Authorize Staff to expend \$20,000 and enter contracts with JJ Electrical, LLC for \$4,865, G&L Contracting Services LLC for \$9,850, Southeast Construction LLC for \$2,395 and other expenditures as needed to complete the electrical, ADA concrete work, and painting of the Historical Barn- 8038 S. Legend Drive.

Engineering: GEM

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>March 17, 2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>WEST MARQUETTE AVENUE PUBLIC ROAD EXTENSION CONSTRUCTION DEVELOPMENT</b>	<b>ITEM NUMBER</b> <i>6.8.</i>

**BACKGROUND**

At the February 17, 2020, Common Council meeting

*G I W MARQUETTE AVE ROAD EXTENSION Alderman Taylor then moved to table the extension of W Marquette Avenue to S 51st Street until the City receives information regarding the Wisconsin Department of Transportation grant Seconded by Alderman Mayer All voted Aye, motion carried*

**ANALYSIS**

Wisconsin Department of Transportation (WisDOT) announced on March 4, 2020, the grants awarded for the Multimodal Local Supplemental Program Grants. There were 152 projects awarded a grant from over 1,600 applications submitted. There were only three grants awarded in Milwaukee County:

- Milwaukee County- MCTS Bus (Transit) for \$1,000,000 00
- City of Milwaukee- Port Shore Cruise Dock (Harbor) for \$201,530 50
- Village of Fox Point- Santa Monica Boulevard (Road) for \$200,000.00

The W Marquette Avenue project was not included in the awards

**COUNCIL ACTION REQUESTED**

Such action as the Common Council deems appropriate

Engineering. GEM

<del>APPROVAL</del> <i>Slw</i>	<del>REQUEST FOR COUNCIL ACTION</del>	<del>MEETING DATE</del> February 17, 2020
<del>REPORTS AND RECOMMENDATIONS</del>	<del>West Marquette Avenue public road extension construction development</del>	<del>ITEM NUMBER</del> G.I.
<p>The January 7, 2020 Common Council Meeting Minutes for meeting agenda item F. Letters and Petitions- Letters From Pack 538, Den 3 Wolves and Parents Regarding W. Marquette Avenue Extension, provide in part: Alderwoman Wilhelm moved to refer to the City Attorney to develop a fair and equitable plan for the extension of West Marquette Avenue and return to the last Common Council meeting in February 2020 Seconded by Alderman Barber. All voted Aye; motion carried.</p> <p>The City Attorney attended meetings with the City Engineer, the District Alderwoman, the Mayor and the representatives of the developers for the two in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and had communications with the Director of Finance and Treasurer and the Franklin Public School District Director of Business Services.</p> <p>There are alternatives available to attain the West Marquette Avenue public road extension construction development. Of note is the pending application of the City for a Wisconsin Department of Transportation (WisDOT) 2020-2021 Multimodal Local Supplement (MLS) grant for the project. A copy of the application is annexed hereto. Also annexed hereto are maps of the area in relation to potential alternatives as listed below, which were provided by the City Engineer, who with regard to any selection of the special assessment alternatives will in detail review and prepare a City Engineer's Report pursuant to the Wisconsin Statutes and the Municipal Code with regard to the determination of the potential special assessments and the reasonable basis therefore, for consideration by the Common Council and determination thereupon following a public hearing Alternatives considered for presentation to the Common Council per its direction are as follows:</p> <ol style="list-style-type: none"> <li>i) await determination of the 2020-2021 Multimodal Local Supplement (MLS) grant by WisDOT;</li> <li>ii) await furtherance of the subdivision developments by the developers which upon Final Plat review and approval shall require subdivision development agreements providing for the West Marquette Avenue extension and the dedication to the public thereof;</li> <li>iii) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, but with the developers' contribution of property and engineering specifications as set forth upon the grant application;</li> <li>iv) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, with special assessments to contribute to the cost thereof to be determined upon an area assessment basis, or such other reasonable method as determined appropriate by the Common Council, with properties to be specially assessed including, but potentially not limited to, existing developed properties specially benefitted by the public improvements or a component of the public improvements, those of the in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and the Franklin Public School District</li> </ol> <p>The proposed West Marquette Avenue public road extension 'main' project is from South 51st Street to South 49th Street; however, at a minimum, curbs and sidewalk is to be installed east thereof to Pleasant View Elementary School. A map with such considered improvements provided by the City Engineer is also attached. Finally, attached is a copy of the 2020 City Capital Improvement Fund Budget for the proposed West Marquette Avenue public road extension</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Such action as the Common Council deems appropriate</p>		



## 2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation  
9/2019

### PROJECT AND SPONSOR: GENERAL INFORMATION

Improvement Type: <input checked="" type="checkbox"/> Road <input type="checkbox"/> Bridge <input type="checkbox"/> Transit <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Bicycle/Pedestrian <input type="checkbox"/> Harbor <input type="checkbox"/> Multiple		
Primary Project Sponsor City of Franklin	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt	County Milwaukee
Secondary Project Sponsor (If Applicable)	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt. <input type="checkbox"/> Other	County
Anticipated Project Construction Schedule Date 2020 (Calendar Year)	Funding Request Design/Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/>	Is Project Shovel Ready? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

### PROJECT IMPROVEMENT DESCRIPTION

*ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S) ALL APPLICANTS MUST FILL OUT SECTIONS F-H*

#### SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

##### 1. LOCATION & GENERAL INFORMATION: Complete for each Road or Bridge Improvement Application

On Route W. Marquette Avenue	At Route – Start (include offset if applicable) S. 51 <sup>st</sup> Street Start	Toward Route – End S 49 <sup>th</sup> Street
Surface Type 70=Hot Mix Asphalt Pavement	Surface Thickness 6 (inches)	Travel Width (Per Lane) 14 (feet) 0 (inches)
Left Shoulder 0 (feet) 0 (inches)	Right Shoulder 0 (feet) 0 (inches)	<input checked="" type="checkbox"/> Curb and Gutter?
REQUIRED: Attach an 8 1/2 x 11 map showing project location.		
Length of Project (rounded to nearest tenth of a mile) 0.2	Average Daily Traffic (ADT) N/A	ADT % Truck N/A
Improvement Type <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input checked="" type="checkbox"/> Reconstruction		Pavement Condition Rating 0.00

##### 2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY

Bridge Type (if Other, specify in narrative) SELECT	Feature the Structure Passes Over:	Number of Spans	Detour Length
Clear Roadway Width of Bridge (feet)	Bridge Length (feet)	Approach Pavement Width (feet)	Total Approach Length (feet)
Structure ID (If Applicable)	Bridge Build Year	Bridge Rehabilitation Year	Posted or Statutory Speed Limit(s) (mph)
Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

#### SECTION B: TRANSIT IMPROVEMENTS

Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe)			
Number of Vehicles for Purchase	Vehicle Purchase Type	Facility Type	Facility Improvement Description
Equipment Purchase Description		Other Improvement Description	

#### SECTION C: RAILROAD IMPROVEMENTS

Type of Railroad Improvement SELECT	Total Annual Rail Carloads	New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/>	Rail Operator
Total Annual Eliminated Truck Traffic (Estimated in Tons)	Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED Attach an 8 1/2 x 11 map showing project location			

#### SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input type="checkbox"/> Facilities <input type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) Pedestrian route to school	
Improvement Location	Known Safety Issues? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes specify: Nartve
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED Attach an 8 1/2 x 11 map showing project location	

**2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)**

Wisconsin Department of Transportation

**SECTION E: HARBOR IMPROVEMENTS**

Harbor Improvement Type	
Dredging <input type="checkbox"/>	Port Infrastructure Expansion <input type="checkbox"/> Dock Walls (Rehabilitation/Construction) <input type="checkbox"/> Other <input type="checkbox"/>
Total Annual Transportation Economic Impact (Estimated)	Total Annual Benefit to Local Economy (Estimated)
<b>REQUIRED. Attach an 8 1/2 x 11 map showing project location</b>	

**SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)**

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt. font) may be substituted for this section.

**Franklin. Marquette Avenue Road Project Scope** This project is a new road segment from S 51st to S. 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic's current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary. (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

**Existing plans and projects** This new road is consistent with the City's SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City's Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

**Economic benefits** This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

**Ease of implementation** Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City's contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.

**2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)**

Wisconsin Department of Transportation

**SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)**

- Yes  No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?  
If Yes, please specify the Local Program: \_\_\_\_\_ WisDOT Project I.D.: \_\_\_\_\_
- Yes  No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

<b>Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):</b>	
Design Costs \$ 65,000.00	
State Review for Design Cost Estimate (Provided by WisDOT, if applicable) \$	
Construction Costs \$ 583,450.00	
State Review for Construction Cost Estimate (Provided by WisDOT, if applicable) \$	
Total Improvement Costs (without State Review) \$ 648,450.00	Total Improvement Costs (with State Review, if applicable). \$ <u>NOTE: For WisDOT use only.</u>

**NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.**

**Additional Funding Comments:**

This is an optional field to enter funding-related comments and estimated cost calculations

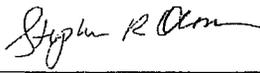
Match Funding (33.4%)  
 \$151,650 Donated Property Value estimated (3.37 acres @ \$45,000/acre)  
 \$ 65,000 Engineering completed plus estimated construction administration  
 \$216,650 Matching Funds

Grant Funding (66.6%)  
 \$431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

**SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)**

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government.

<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Government Franklin	County Milwaukee
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X   
 (Head of Government/Designee - Signature) 12/6/2019  
(Date - mm/dd/yyyy)

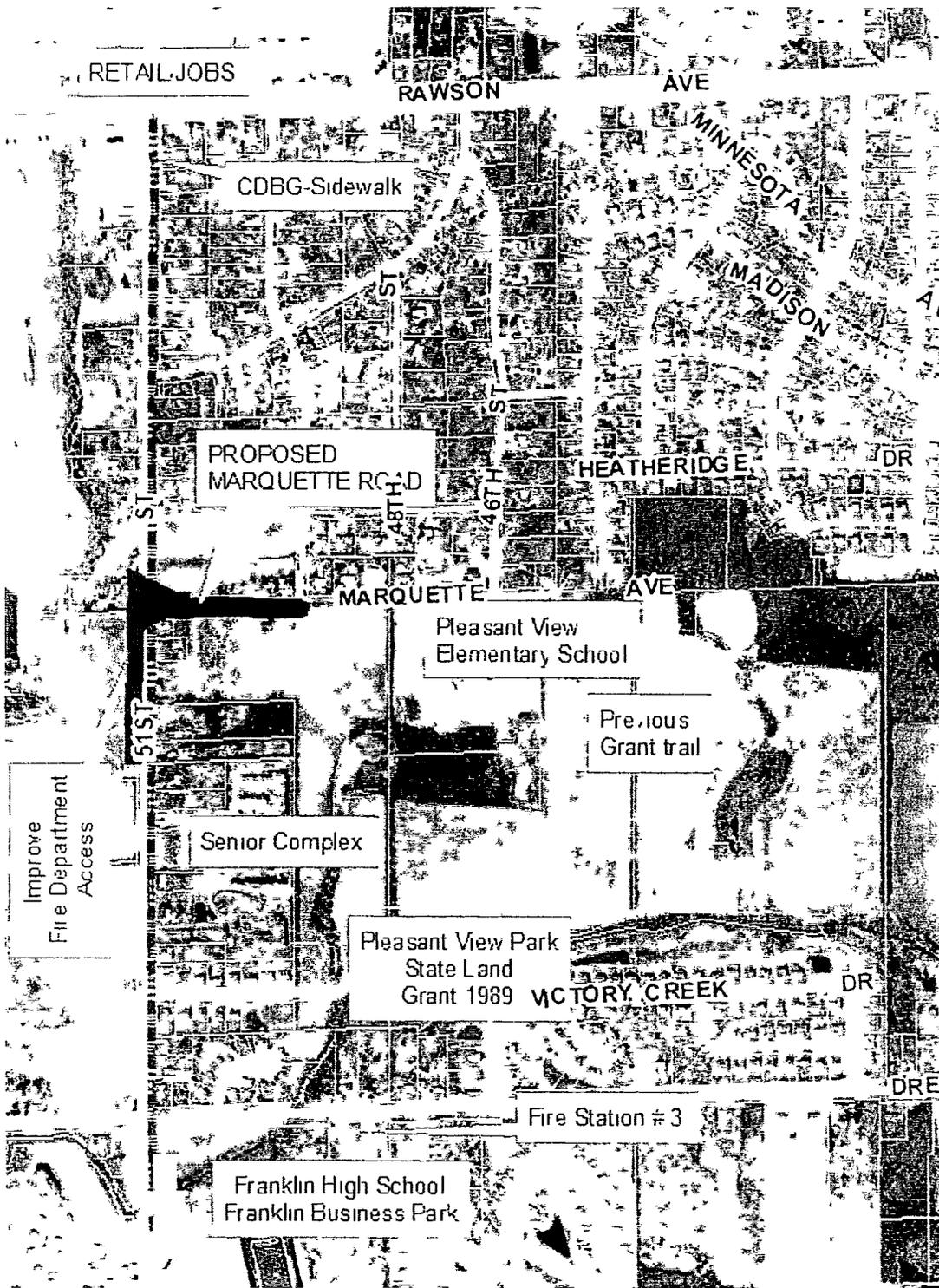
Stephen R. Olson Mayor  
 (Print Name) (Title)

X \_\_\_\_\_  
 (Secondary Project Sponsor - Signature, if applicable) (Date - mm/dd/yyyy)

\_\_\_\_\_  
 (Print Name) (Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation

Submit completed application(s) to the following WisDOT email address: [DOTLocalPrograms@dot.wi.gov](mailto:DOTLocalPrograms@dot.wi.gov)



RETAIL JOBS

RAWSON

AVE

CDBG-Sidewalk

MINNESOTA

MADISON

PROPOSED  
MARQUETTE ROAD

HEATHERIDGE

DR

MARQUETTE

AVE

Pleasant View  
Elementary School

Previous  
Grant trail

Improve  
Fire Department  
Access

Senior Complex

Pleasant View Park  
State Land  
Grant 1989

VICTORY CREEK

DR

Fire Station # 3

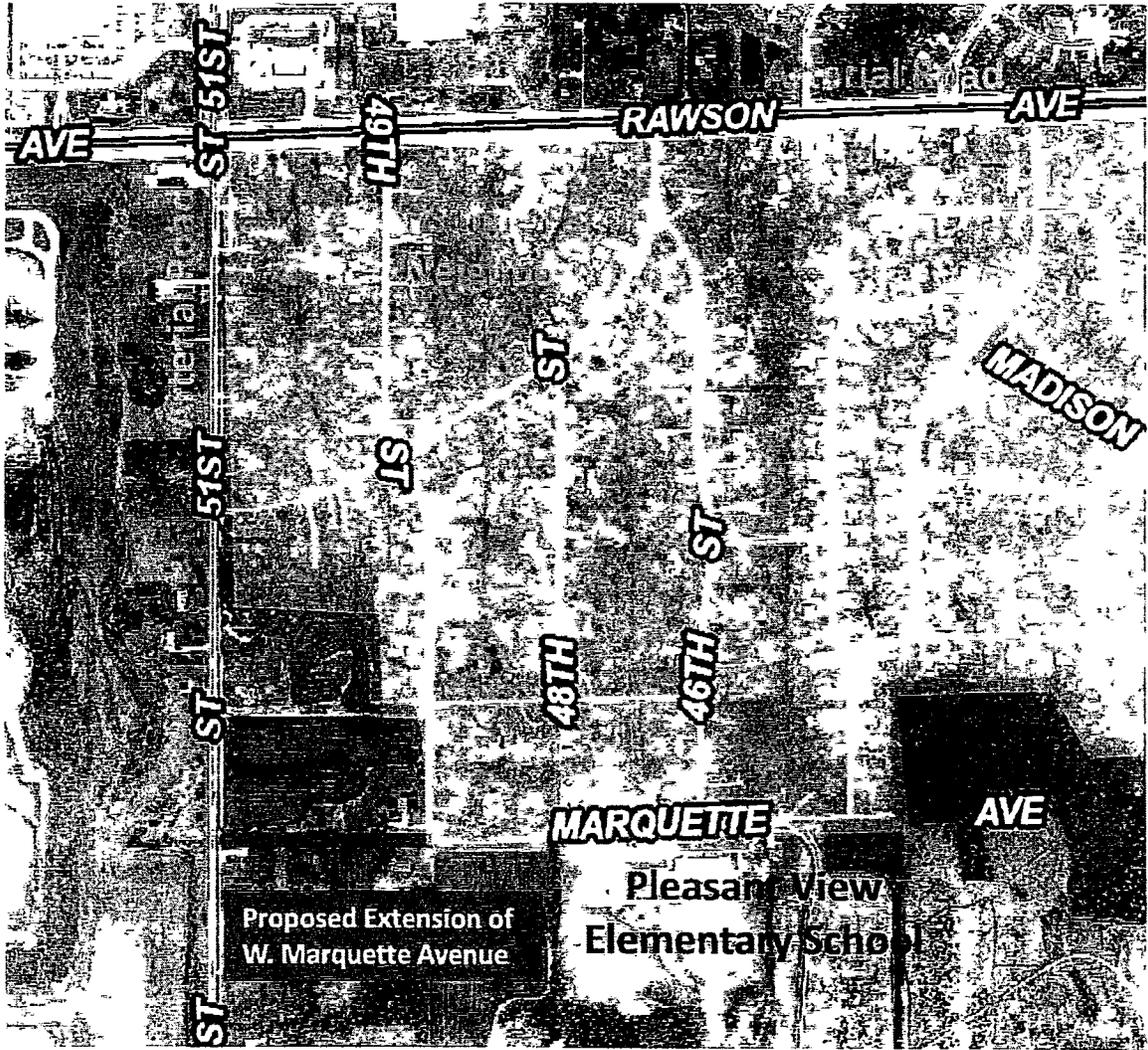
Franklin High School  
Franklin Business Park

DRE

# Franklin, Wisconsin Marquette Avenue Extension

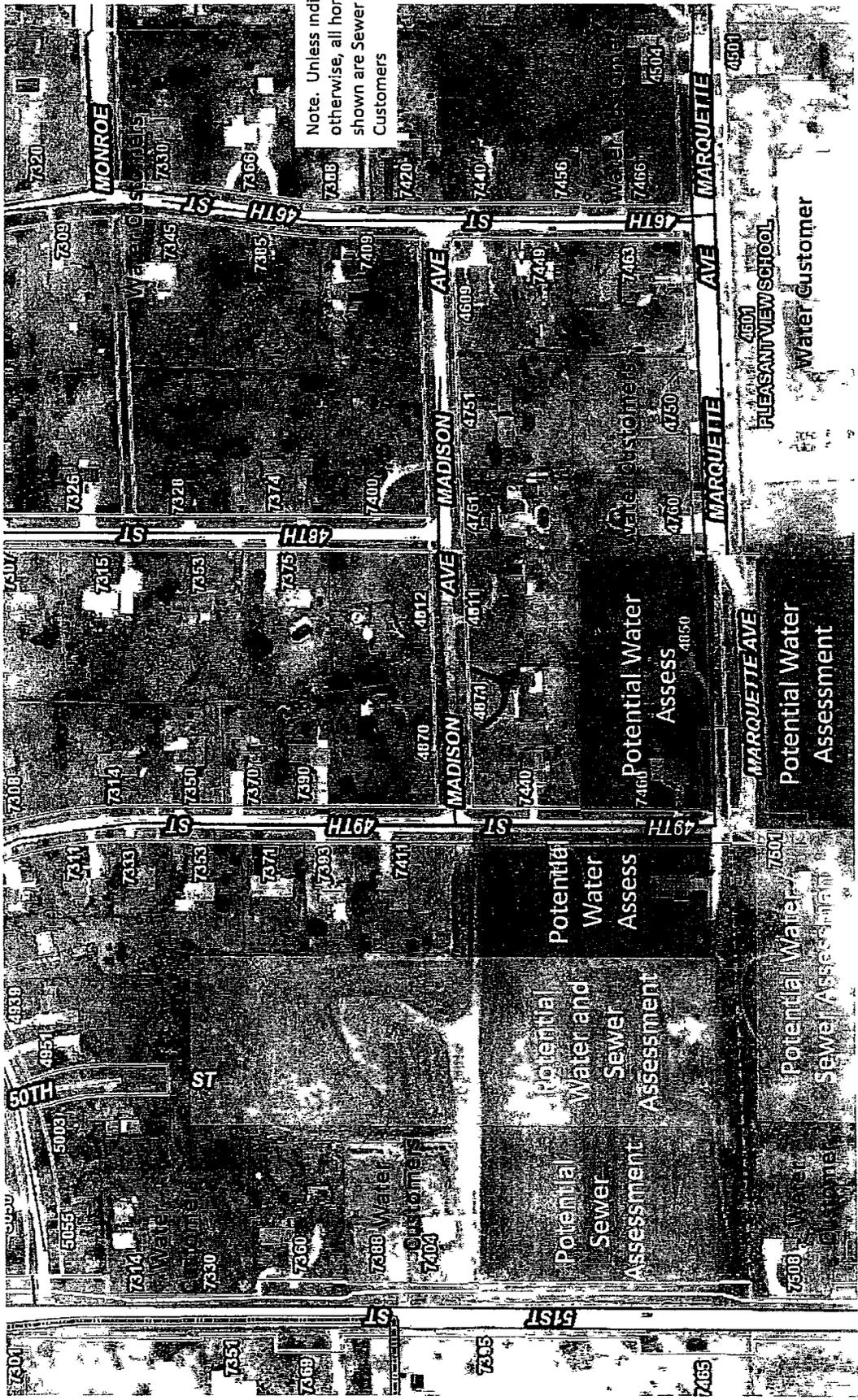


- Neighborhood Children walking to Pleasant View Elementary School
- No existing sidewalks in residential neighborhood
- Heavily congested vehicular traffic mixed with Bus traffic



City of Franklin  
W. Marquette Ave. Extension  
Project Location Map





Note. Unless indicated otherwise, all homes shown are Sewer Customers

Potential Water Assess

Potential Water and Sewer Assessment

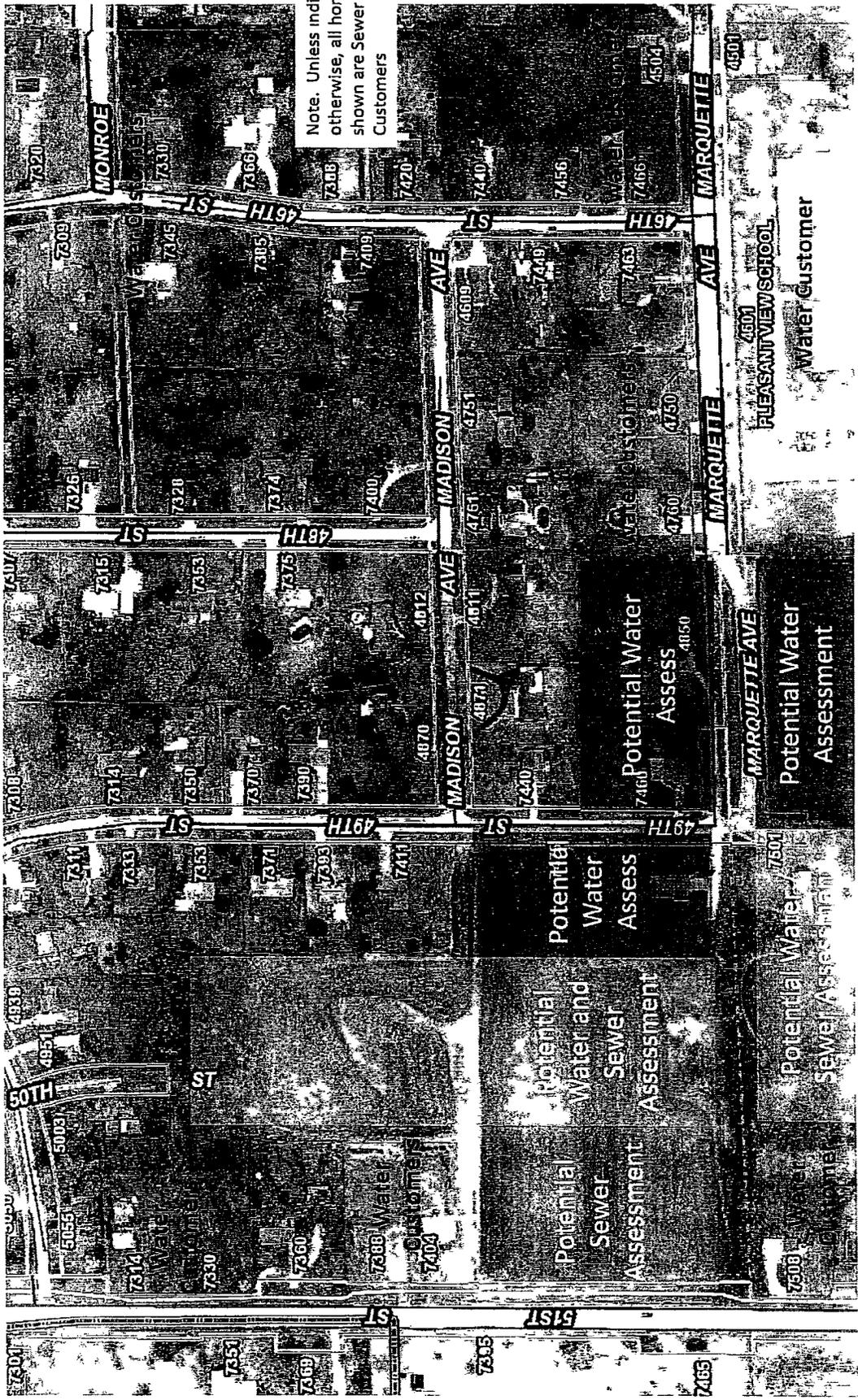
Potential Sewer Assessment

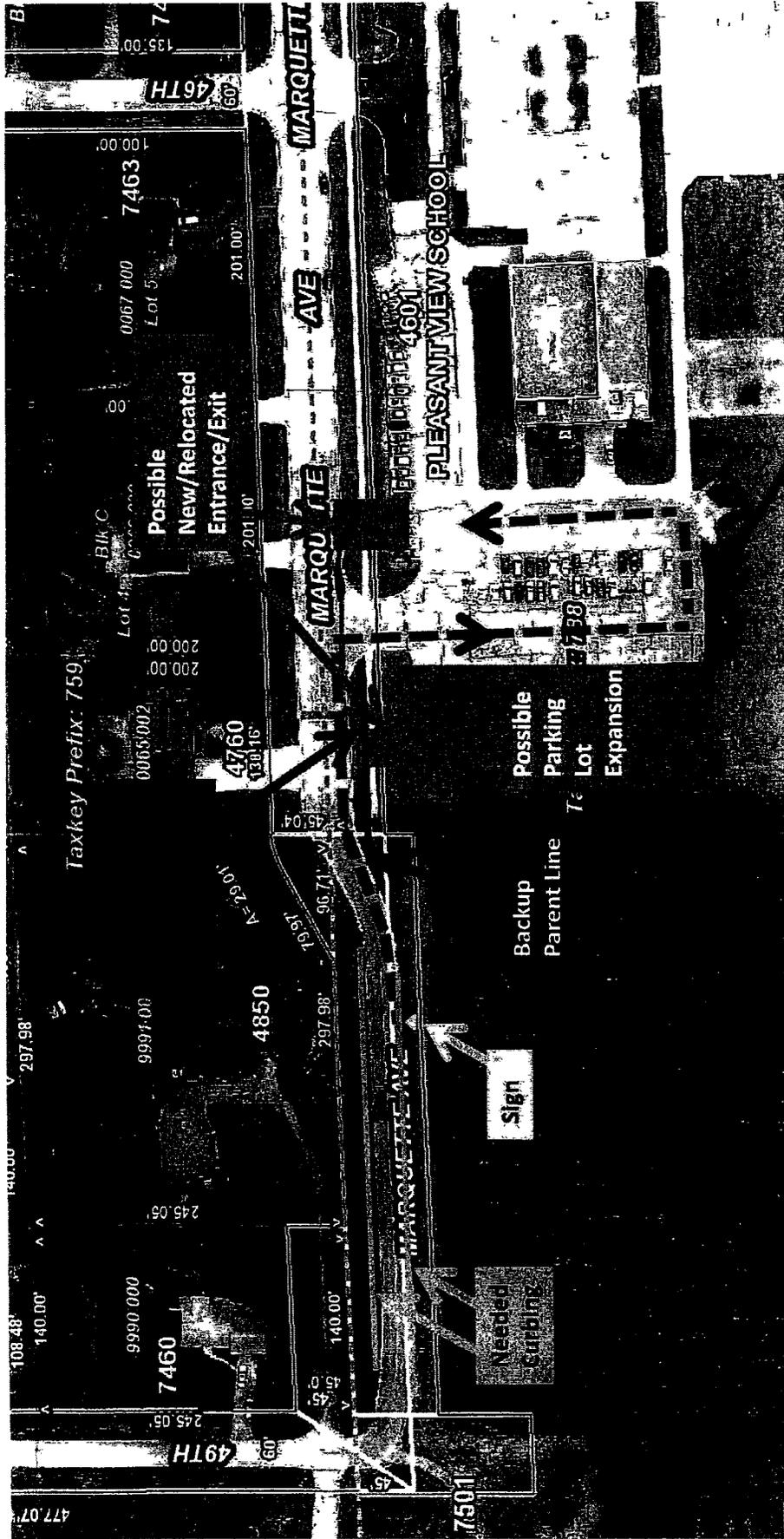
Potential Water Assess

Potential Water Assessment

Potential Water and Sewer Assessment

Pleasant View School Water Customer





Taxkey Prefix: 759

Possible New/Relocated Entrance/Exit

Possible Parking Expansion

Backup Parent Line

Sign

Needed Building

MARQUETTE AVE

PLEASANT VIEW SCHOOL

46TH

49TH

7460

9990 000

7453

0067 000

Lot 5

Lot 4

0065 002

200.00

200.00

200.00

Blk C

Lot 4

0067 000

Lot 5

7453

100.00

135.00

46TH

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City of Franklin  
 Capital Improvement Fund  
 Budget 2020

	Adopted			
Project/Name	Total	Funding Source	Amount	Net City Funds
Landfill Siting Revenue	722,000			\$ 722,000
Investment Income	25,000			25,000
<b>Total Revenue</b>	<b>747,000</b>			<b>747,000</b>

Expenditures  
**APPROVED PROJECTS**

Project/Name	Total	Funding Source	Amount	Net City Funds
<b>PARK DEVELOPMENT</b>				
Pleasant View Park - improvements	150,000	Park Impact Fees	70,500	79,500
Park Land Acquisition - various parks	550,000	Park Impact Fees	247,500	302,500
Overflow parking @ Kayla's Playground	250,000	Park Impact Fees	117,500	132,500
Cascade Trail	65,000	Park Impact Fees	46,150	18,850
Trails, Bicycle Routes & linkages	285,000	Park Impact Fees	139,850	145,150
		Developer Grant	50,000	(50,000)
Lake Ernie aeration				-
<b>Muni Buildings</b>				
City Hall & Police Security enhancements	500,000	Transfer from Gen Fund	500,000	-
				-
<b>Public Safety</b>				
Community Development Enterprise Resource Program - migration	225,000			225,000
				-
<b>Public Works</b>				
S 68th Street - hill mitigation	300,000			300,000
S 50th St Improvement	100,000			100,000
Marquette Ave Improvements - Pleasant View Sch to S 49th St	50,000			50,000
Marquette Ave Improvements - S 49th St to S 51st St	700,000	Debt Service	600,000	100,000
Ryan Creek Interceptor Sanitary Sewer Odor Control	450,000	MMSD Grant	450,000	-
Gravity Flow Sanitary Sewer to replace lift station	3,225,000	Sewer Fund	3,225,000	-
Watermain Extension - S 50th & Minnesota Ave	120,000	Utility Dev Fd	120,000	-
<b>Total Approved Projects</b>	<b>6,970,000</b>		<b>5,566,500</b>	<b>1,403,500</b>

**PROJECTS PENDING APPROVAL**

Project/Name	Total	Funding Source	Amount	Net City Funds
Water Projects	500,000	Water Connection Fees	500,000	-
Sewer Projects	500,000	Sewer Connection Fees	500,000	-
				-
Contingency	175,000			175,000

**Total Projects Pending Approval**

<b>Total Projects</b>	<b>8,145,000</b>		<b>6,566,500</b>	<b>1,578,500</b>
Net Revenue (Expenditures)				(831,500)
Projected Beginning Fund balance				1,007,836
Projected Ending Fund Balance				\$ 176,336

Park Impact	621,500
	500,000
	120,000
Sewer & Water Connection	1,000,000
total	2,241,500

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>March 17, 2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Tourism Commission proposed Gateway Signage and Banners</b>	<b>ITEM NUMBER</b> <i>G.9.</i>

As part of a larger city-wide branding initiative, the Tourism Commission is undertaking wayfinding to inform people where Franklin and encourage tourism in the City. The approved 2020 budget for the Commission includes items for both gateway signage and street banners as follows:

- 1) Gateway signage: 7 monument signs, some of which will replace existing signs that are old/broken, and a new lighted, digital sign to replace the existing sign front of City Hall. This project exceeds the \$25,000 threshold for public bidding and will require coordination with Engineering to select a contractor.
- 2) Street banners: 100 double-sided banners to be placed along strategic major thoroughfares/intersections throughout the City. This project is below the public bidding threshold and the Commission has selected Olympus to construct and install the banners.

The Tourism Commission is asking the Common Council to approve the concepts shown below so that the projects can start as soon as possible.



City Hall Sign



Gateway Signs



Street Banners

**COUNCIL ACTION REQUESTED**

Consider approval of graphic concepts for proposed Tourism Commission wayfinding projects.

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<b>APPROVAL</b> <i>slw PA</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> March 17, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$105,000 OF INFORMATION SYSTEMS NON-PERSONNEL COSTS TO PERSONNEL COSTS</b>	<b>ITEM NUMBER</b> <i>G.10.</i>

**Background**

The 2020 General Fund Information Services budget planned for the use of contract services to staff supporting information services for City information systems.

The Information Systems Manager has recommended converting the contract services to City employees to provide that help desk support for City information systems.

The Technology Commission has recommended the change, and the Personnel Committee considered the matter at its March 16, 2020 meeting.

The 2020 Budget does not permit the use of Non-Personnel Service appropriations for Personnel costs. The proposed 2020 budget amendment transfers a portion of the Non-Personnel service appropriations to Personnel appropriations to support the hiring of City staff in Information Services.

**Recommendation**

The Director of Finance & Treasurer recommends the proposed 2020 Budget Amendment to transfer \$105,000 of Information Service Non-Personnel Service appropriations to Personnel appropriations in support of the proposed changes.

**COUNCIL ACTION REQUESTED**

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to transfer \$105,000 of Information Systems Non-personnel costs to Personnel costs

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$105,000 OF INFORMATION SYSTEMS NON-PERSONNEL COSTS TO PERSONNEL COSTS

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WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the Information Systems 2020 Budget anticipated the use of contract services to staff supporting information services for City information systems; and

WHEREAS, the Technology Commission has recommended the use of City employees rather than contract services; and

WHEREAS, the Personnel Committee also considered the replacement of contract services with City employees.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund

Information Services	Non-personnel Services	Decrease	\$105,000
	Personnel Services	Increase	105,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/17/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Approval of the Job Descriptions for “Desktop and User Support Administrator” and “Server and Infrastructure Engineer” and Authorization to Fill Two Full-Time Positions for “Desktop and User Support Administrator” and One Full-Time Position for “Server and Infrastructure Engineer” to Replace Existing Heartland Business Systems IT On-Site Contractors</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G, 11.</i></p>

On March 4, 2020, the Technology Commission approved a motion to dramatically change the historical model of outsourced IT staffing, and instead utilize internal employees for all IT staffing needs. The motion stated: "The City of Franklin will eliminate the usage of on-site consultants and will only contract IT resources with HBS for projects or very short-term engineer work. Two permanent City of Franklin employees will be hired under the job description of Desktop and User Support Administrator. One permanent City of Franklin employee will be hired under the job title of Server and Infrastructure Engineer. All hiring, training, and employee compensation costs will be reallocated from the 2020 operational outlay budget."

A change in strategic direction is fairly common over the course of years, and within the terminology of IT the approach is colloquially known as "insourcing". Bringing core IT staff into the organization as permanent employees is a strategic shift when skill sets are no longer generalized, as business capabilities develop around the specific technologies of the organization that hiring outside personnel becomes impractical. The generalist is required to become a specialist, both in government and public safety applications. A considerable amount of time needs to be dedicated to advancement of technical skills in both the proprietary and surrounding technologies. Support of the technology often requires that maintenance be performed outside the normal hours of operations, as the systems cannot be upgraded when large number of users are actively utilizing the application/system. Overtime hours and contracting technology specialists, utilizing skill sets well beyond the generalist, becomes necessary to keep systems functioning and new project work advancing. This causes significant budgetary pressures, as increasing costs in specialists has to be coordinated alongside the ongoing cost of the on-site generalist. Eventually organizations, which depend on a significant amount of proprietary technology for their daily operations, are presented with opportunities that allow them to question if there is a greater benefit hiring talent as permanent employees.

Onboarding staff as full-time employees has several significant advantages to consultant/outsourcing models:

- Consulting rates are considerably higher than direct employee costs, even when including the 35% supplemental costs for employee benefits. HBS on-site contracting rates are \$57.23 per hour for 2020. A Desktop Support Administrator has an anticipated hourly cost of \$30.05, while an IT Server and Infrastructure Engineer has an hourly cost of \$46.97.

- With the reduced costs, two desktop administrators and one server engineer can be hired as internal employees, providing a total of 120 hours per week of support time. Two consultant desktop administrators at a higher cost only provide 80 hours per week of support time. 50% more support hours are attained by hiring internally.
- Maintenance or project work that has to be performed after hours or on weekends must be preapproved by the consulting company's account manager, in addition to being incurred at a much higher billing rate of \$85.85. The "Server and Infrastructure Engineer" position will require mandatory after-hours support built into the job description.
- Employees become technology specialists instead of generalists. Investments in educational courses, conferences, and vendor tools will allow internal employees to grow skill sets around specific technology being used within government and public safety. These skill sets are not available from IT contracting firms. Specific skill sets will focus around:
  - PD - Pro Phoenix RMS, CAD, and system interfaces/integrations
  - PD/FD - Pro Phoenix WDA and NetMotion VPN
  - PD - Arbitrator, WatchGuard, and IndigoVision video surveillance and tools
  - FD/DPW/Water - VMWare Workspace One mobility management platform for Apple IOS and Windows 10
  - Enterprise Wide - BS&A financials, ERP, and workflow tools
  - Enterprise Wide - Avaya PBX, digital/analog phone wiring, and VoIP communication
  - Enterprise Wide - Audio, video, and web conferring solutions
  - Enterprise Wide - Document management, OCR, and workflow solutions
- As employees increase in department specific technology skill sets, new information needs to be recorded and retained within searchable databases in order to facilitate knowledge retention. Information repositories have to be expanded beyond call tracking and incident management systems, which only record operational data and do not convey architecture or information flow decisions.
- Utilizing internal staffing creates stable functional teams that over time become both dynamic and self-directed. Consultants can function within a team role, but because of their short-term engagement, the team never develops or functions beyond a single project. Team building and group decision-making skill sets have to be actively grown in order to foster distributed decision making and employee empowerment. Employees grow beyond a single functional role and become an environmental owner.
- Predictable Vacation Time - HBS employees have vacation and sick time hours that may significantly differ from the standard policies set for a City of Franklin employee. Major issues have been encountered when a consultant has accrued 4-5 weeks of vacation time and this has to be incorporated into the support schedule. HBS has a policy of unlimited sick days. Insourcing allows for the standardization of earned vacation time and personal/sick hours. Currently, the Director of IT is covering all support issues when a consultant is off.
- The City of Franklin hopes to attract employees that seek stable employment through a recession, a work environment that requires little travel with predictable work hours, along with an attractive benefit plan that includes a pension-based retirement. Within the IT marketplace, these are extremely rare employment factors. It is the intention of management to attract employees that wish to develop a career with Franklin for 7-20 years.

**Business Plan:**

- Two "Desktop and User Support Administrators" will be hired to replace on-site HBS consultants at City Hall and the Police Station. It is estimated that recruitment will take 30-90 days.
- Due to the cost of retaining HBS staff until new personnel are recruited and hired, the planned hiring of the "Server and Infrastructure Engineer" will be performed later in the year.
  - During the recruitment time period, City of Franklin documentation libraries will be updated and obsolete information archived.
- Once the appropriate permanent staff have been recruited and hired, HBS will be given 30-days' notice of termination of the contract for on-site contractors.
- During the 30-day notification period, HBS consultants will assist with the training and on-boarding of the new employees. It is estimated that all on-site HBS contractors will cease their contracted engagement no later than July 30, 2020. The new Desktop and User Support Administrators will be fully functional in their new positions by this time.
- Employees will be sent to any mandatory training courses, as budgetary conditions and time allow.

**Budgetary Plan:**

Current budgetary funding for HBS IT consultants has an allocation of \$137,000 for City Hall staff and \$115,000 for Police Department staff. Total annual funding for IT staffing and project resources is \$252,000. Desktop and User Support Administrators have been assigned a salary grade of 3 with a range of \$40,277 - \$52,359. The Server and Infrastructure Engineer position has been assigned a salary level of 8 with a range of \$62,251 - \$82,483.

<b>Current Funding:</b>	
CH - HBS Desktop Admin (\$57.23/hour)	\$ 137,000.00
PD - HBS Desktop Admin (\$57.23/hour)	\$ 115,000.00
Total Funding	\$ 252,000.00

<b>Annual Salary Costs:</b>		
	Low	High
CH - Desktop & User Support Admin	\$ 40,277.00	\$ 52,359.00
PD - Desktop & User Support Admin	\$ 40,277.00	\$ 52,359.00
Server & Infrastructure Engineer	\$ 62,251.00	\$ 82,483.00
Total Estimated Annual Costs (with benefits)	\$ 192,787.00	\$ 252,722.00

Once internal employees have been hired and successfully trained, ongoing support costs will reduce from \$57.23/hour to approximately \$30.05/hour. Current HBS expenditures for the months of January and February is \$38,630. It is essential that new talent can be located and recruited as quickly as possible in order to lower the monthly employment costs to a much lower rate. If staffing can be located and hired prior to July, consulting costs can be significantly reduced. The hiring of the Server and Infrastructure

Engineer will only occur when budgetary funding is fully available. The estimated maximum 2020 HBS consultant expenses thru July 2020 is \$102,727.60: \$38,630 expended thus far for January and February and \$64,097.60 anticipated for March thru July, including anticipation of the City Hall HBS consultant leaving the middle or end of April in order to reduce costs. (Please see the budget amendment agenda item that pertains to this item for more details, that is also on the agenda for this Council meeting.)

This item will be taken up by the Personnel Committee at their March 16, 2020 Meeting. IT Director Jim Matelski will attend the March 17th Common Council Meeting and will apprise the Council of the action taken by the Personnel Committee for this item.

### **COUNCIL ACTION REQUESTED**

Motion to approve the newly created job descriptions for "Desktop and User Support Administrator" and "Server and Infrastructure Engineer" and further authorize the filling of two full-time employees under the role of "Desktop and User Support Administrator" and one full-time employee as "Server and Infrastructure Engineer" to replace the existing Heartland Business Systems IT on-site contractors to an extent that does not exceed current budgeted appropriations, as recommended by the Personnel Committee.

IT Director James Matelski

CITY OF FRANKLIN  
Job Description

**Job Title:** Desktop & User Support Administrator

**Department:** Information Services

**Reports To:** Director of Information Technology

**Salary Level:** Grade 3

**FLSA Status:** Non-Exempt

**Prepared By:** Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

**Prepared Date:** February 2020

**Approved By:** Common Council

**Approved Date:** March 17, 2020

**Summary** This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation and support of hardware, desktop software, operating systems and network connectivity as defined by enterprise standards. Recommends appropriate computer tools to users including software, documentation and training.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- ***End User Support***
  - Answer all phone calls or in-person requests in a polite and professional manner.
  - Record all problems and issues within an enterprise ticketing system, while providing full resolution to customers within defined service level agreements (SLA).
  - Record all reported error messages and research all relevant event or application logs.
  - Identify and flag repeating or correlated incidents as problems.
  - Repair or replace equipment as necessary
  - Provide escorted remote access to vendors in order to facilitate the troubleshooting of issues.
  - Interface with senior support technicians or vendors in order to provide full resolution to complex problems.
- ***Desktop, Laptop and Application Provisioning***
  - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops, using both block-images and package provisioning tools.  
Review, evaluate and deploy Windows service packs, hot fixes, application updates, and vendor-supplied firmware/patches according to IT security policies  
Update all desktop images with the latest vendor provided device drivers
  - Configure hard drive encryption/decryption, while safely securing all encryption keys.
  - Deploy operating systems, service packs, and security hot fixes using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging
  - Track and maintain all hardware, software, and license assets

- **Mobile Device Setup & Provisioning**
  - Setup Outlook Mobile on employee owned cell phones for remote email connectivity
  - Deploy city owned iPads and Windows tablets using VMWare Workspace One to control the device setup and configuration
  - Deploy and update web and native applications using VMWare's Mobile Device Management (MDM) packages
- **Printer and Copier Support**
  - Deploy print queues to devices
  - Assist users in the usage and operation of all photo copiers
  - Assist users with the scanning and OCR of documents
- **Project Implementation Tasks**
  - Execute the implementation of project tasks for desktops, applications, or infrastructure changes
  - Adhere to system security standards and maintain audit documentation
  - Additional support duties as required for the coordination and implementation of project tasks

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## Education and Experience

### *Requirements:*

- Associate Degree in Computer Science, CompTIA A+, Microsoft MCP, Microsoft Office Specialist-Associate or equivalent certification
- Must have 1-3 years of desktop hardware, software, and end user support experience
- Experience with Windows 10 installation and automated deployments

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience

### *Preferences:*

- Related business experience supporting municipal, fire, police, or OEM systems and application
- Knowledge of Police applications Phoenix RMS/CAD/WDA, TraCS, NetMotion, BOSS/ALPR, Arbitrator
- Microsoft Exchange email or team conferencing systems
- Microsoft Deployment Toolkit
- VMWare Workspace One
- Microsoft T-SQL
- Microsoft PowerShell administration
- Crystal Reports
- Apple IOS; Android OS

## Other Skills and Abilities

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding

- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment

### **Certificates, Licenses, Registrations**

Valid Driver's License

### **Physical Demands**

While performing the duties of this job the employee is regularly required to sit, use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

### **Work Environment**

While performing the duties of this job, the employee is typically in an office building environment. The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

### **Miscellaneous**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN  
Job Description

**Job Title:** Server and Infrastructure Engineer

**Department:** Information Services

**Reports To:** Director of Information Technology

**Salary Level:** Grade 8

**FLSA Status:** Exempt

**Prepared By:** Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

**Prepared Date:** February 2020

**Approved By:** Common Council

**Approved Date:** March 17, 2020

**Summary** This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation, maintenance, and support of all network, servers, and storage equipment. Responsible for the successful operation and performance of all core enterprise applications and working with key vendors to remediate all issues.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- ***Execute Policies and Procedures***
  - Ensure that all production servers comply with organizational standards, established security policies, licensing agreements, and configuration guidelines.
  - Follow all IT established processes for application service requests, network engineering releases, IT projects, system maintenance, and change requests
- ***Setup and Deploy Infrastructure***
  - Architect and develop enterprise wide IPv4 and IPv6 addressing and routing schemas that focuses both on department and application isolation.
  - Create security Access Control Lists (ACLs) that limit network communications in accordance with both CJIS and HIPAA security practices
  - Create virtual machine templates from a standardized Windows 2016/2019 security baseline. Deploy all new virtual machine server requests from the defined templates.
  - Work with HP 3PAR SAN vendors in the creating or extending storage LUNs. Present all new storage to the VMWare virtualization environment.
  - Provision and deploy new HP switches and wireless access points as usage demands grow.
  - Consolidate, maintain, and extend key building infrastructure, which can include UPS, cooling, video surveillance, plant and patch cable management
- ***Monitor Performance and Resolve Issues***
  - Proactively monitor all systems to identify potential conditions that could result in system outages or poor performance
  - Develop, collect, and maintain metrics for system up-time and vital statistics

- Perform routine system maintenance to ensure stable and secure operations
- Actively monitor and remediate network performance and QoS issues across the organization's LANs, WANs, Internet, and wireless deployments
- **Remediate Security Vulnerabilities**
  - Proactively identify security vulnerabilities, research and propose corrective actions
  - Review, evaluate and deploy Windows service packs, hot fixes, system updates, and vendor-supplied firmware/patches in accordance to IT security policies.
  - Configure enterprise wide password and auditing policies. Research System Information Event Management (SIEM) logs and alerts for potential security issues.
- **Backup and Recovery**
  - Maintain and configure virtual machine and physical server backups and guarantee all backup jobs successfully run to completion. This includes disk-to-disk and disk-to-tape archives.
  - Monitor and test system backups and archives for data recovery, survivability and open record requests processing.
  - Maintain offsite tape archives and rotate tapes in accordance to IT security policies
- **User Provisioning & Security Auditing**
  - Provision and maintain user accounts within Active Directory, Microsoft Exchange, email filtering systems, and departmental applications in accordance to defined NIST 800-53 IT security policies and procedures.
  - Configure Active Directory group policies to control user state management and enterprise application configurations.  
Provision and maintain Avaya PBXs, new phones, voicemail accounts, hunt groups, routing patterns, auto attendants, and changes to telecom cabling.
- **Inventory and Documentation**
  - Record and maintain all IT assets in the central asset database
  - Document all aspects of the network equipment and configuration, including LAN, WAN, Internet, and wireless deployments
  - Accurately maintain system run books and documentation for all servers and IT infrastructure
  - Document all system problems and resolutions in the Helpdesk ticketing system and resolve incidents within the specified SLA
- **Team Collaboration**
  - Collaborate with IT administrators or consultants to ensure adequate problem resolution and support across multiple platforms.
- **Improve Infrastructure & Toolsets**
  - Conduct research and recommend new infrastructure monitoring and troubleshooting tools

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## Education and Experience

### **Requirements:**

- Bachelor's Degree in Computer Science or Management Information Services (MIS)
- Must have 3-5 years of direct network and server planning, implementation and support
- CompTIA Network+, CompTIA Server+, Cisco CCNA, Microsoft MCSA, VMWare VCA or equivalent certification
- IPv4 and IPv6 switching and routing protocols.
- Microsoft Active Directory & DNS architecture and design
- Windows Server 2012-2019 configuration and networking

- Microsoft Exchange 2016-2019
- VMWare and vCenter 6.x

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience

***Preferences:***

- Aruba Central wireless AP management
- Bitdefender Gravityzone Business Security
- Microsoft SQL Server 2012-2017
- Veeam Backup & Recovery
- VMWare Workspace One Mobility Management
- HP Proliant Servers & management tools
- HP/Aruba switches and routers
- Aruba 300 series clustered wireless access points

**Other Skills and Abilities**

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment.

**Certificates, Licenses, Registrations**

Valid Driver's License

**Physical Demands**

While performing the duties of this job the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment**

While performing the duties of this job, the employee is typically in an office building environment. The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Miscellaneous**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**HEARTLAND BUSINESS SYSTEMS, LLC**  
**INFORMATION TECHNOLOGY SERVICES AGREEMENT**

**CUSTOMER:** City of Franklin, Wisconsin  
(hereafter referred to as  
"CITY")

**PROJECT:** Information Technology  
Services

**PREAMBLE**

Heartland Business Systems, LLC (hereafter referred to as HBS) and CITY mutually enter into a contract providing for HBS to provide certain Information Technology Services to CITY.

Therefore, the parties agree that this contract shall serve as the stipulation of the services, service levels, pricing, and other such terms as mutually agreed to between HBS and the CITY; the acceptance by HBS of all the terms and conditions included and incorporated herein; and the establishment of a contract between the CITY and HBS.

**CITY NEEDS**

The CITY needs technical services with respect to its Local Area Network ("LAN"), Wide Area Network ("WAN"), desktop support, communications systems, and Information Technology ("IT") functions. Specifically, the CITY has a need for regularly scheduled on-site technical support and such additional technical support as requested, on an on-call basis and on a scheduled part time basis with respect to the CITY'S LAN and WAN.

**DESCRIPTION OF SERVICES**

HBS will provide qualified technical personnel as necessary to complete designated objectives agreed upon with CITY. The appropriate service records will be provided to the CITY for each visit.

1. **On-Site Staffing Support – Full-time** as defined in attached Schedule A. HBS will provide two onsite IT Technicians to provide IT support to CITY'S staff with respect to the software and hardware utilized in the CITY's technology infrastructure including the work stations and printers connected to CITY'S LAN and WAN and communications systems. Each onsite Technician will be available Monday through Friday, as requested by the CITY, and as mutually scheduled, averaging 40 hours per week and 50 weeks per year, except on days and for weeks when the CITY'S offices are closed and on regularly scheduled holidays of the CITY. Each onsite Technician will be available to work non-scheduled hours, as mutually agreeable between HBS and the CITY and if such non-scheduled hours would result in an individual Technician working more than 40 hours in any particular Monday through Friday work week, the Technician will be allowed a reduction in the regularly scheduled hours for such week such that the total hours worked during such week by the Technician will not exceed 40 hours, unless otherwise mutually agreed to.
  - On-Site Staffing Support – Full-time resources must ensure that request for time-off does not conflict with the work scheduled by the CITY prior to obtaining

approval from the resources HBS Team Lead. [Note: Requesting and obtaining such approval shall not be construed as evidence of employment by the CITY.]

- Any billable time in excess of 40 hours required by the CITY will be billed at 1.5x standard bill rate, as stated in Schedule A. Billable time in excess of 40 hours will require written approval from the CITY to HBS.

2. **Non-On-Site Staffing Support.**

HBS will provide support services at CITY'S request. These support services will require a signed Statement of Work (SOW) specifying services required and maximum "not to exceed" amount based on billing rate as specified in Schedule A (attached) or amount mutually agreed upon for services not specified in Schedule A.

3. **Account Manager Support.**

Except as otherwise mutually agreed by the parties in writing, HBS, at no additional cost, will provide Account Manager services as determined necessary by HBS, including attendance at a twice-monthly status meeting.

**TERMS AND CONDITIONS**

1. SCOPE

On-Site Staffing Support – Full-time. HBS will provide services as provided in Appendix A and in the "Description of Services."

Non-On-Site Staffing Support–HBS will provide services as specified in a SOW approved by CITY. The Director of Administration shall have the authority to sign a Statement of Work on behalf of the CITY.

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, 2020 and cover a period including all of calendar year 2020 and shall continue thereafter on a month-to-month basis until such time that the Agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement.

3. PLACE OF SERVICE

Services provided for herein will be performed at the various CITY properties and facilities, unless otherwise agreed to in writing by the parties.

4. LIABILITY FOR SERVICES

CITY is relying upon HBS's expertise in the provision of services, materials, and products under this Agreement, and HBS warrants that it will provide such services, in a professional, timely, and efficient manner and as would a reasonable and prudent provider in the computer and related technology services industry in the Southeastern Wisconsin area. Any limitation of liability may be made subject to required insurance coverages. HBS shall serve as CITY's professional representative in matters to which this Agreement applies. HBS is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

## 5. INDEMNIFICATION

- A. To the fullest extent permitted by law, HBS shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and direct damages (including but not limited to reasonable fees and charges attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of HBS or HBS's officers, directors, partners, employees, and consultants in the performance of HBS's services under this Agreement. However, under no circumstances shall HBS's total aggregate liability for indemnification and defense under this Agreement exceed the total amount that CITY has paid HBS pursuant to this Agreement during the twenty-four (24) month period immediately preceding the date on which the cause of action arose.
- B. To the fullest extent permitted by law, CITY shall indemnify and hold harmless HBS, HBS's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY officers, directors, partners, employees, and consultants with respect to this Agreement.
- C. To the fullest extent permitted by law, HBS's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of HBS and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that HBS's negligence bears to the total negligence of CITY, HBS, and all other negligent entities and individuals.
- D. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality, CITY, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## 6. NON-SOLICITATION OF EMPLOYMENT

HBS and CITY agree not to offer, promise, or engage in employment with personnel and/or contractors from the staff of the other for a period of ONE (1) year from the completion of the assignment and/or during the time that the assignment is in progress. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin, provided that the CITY has not directly or indirectly solicited the individual for employment with the CITY.

## 7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

## 8. TERMINATION/CANCELLATION

- A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.
- B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

## 9. HARDWARE AND SOFTWARE PURCHASES

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

- A. **WARRANTY.** Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER (“Hardware and Software Purchases”). CITY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- B. **ACCEPTANCE OF PRODUCTS.** CITY shall be deemed to have irrevocably accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

## 10. EXTENSION

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

## 11. RECORDS RETENTION

HBS shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by HBS to CITY for inspection and copying upon request.

## 12. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons

providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: HBS 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. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.
- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold

hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

### 13. ENTIRE AGREEMENT

This Agreement represents and expresses the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS'S forms shall not be deemed accepted by CITY.

### 14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

### 15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

### 16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

19. INSURANCE

The HBS shall, during the life of the Agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A.	Limit of General/Commercial Liability	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker's Compensation and Employers' Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, HBS shall, upon request, supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured for General Liability.

**TERMS OF PAYMENT**

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

**ADDITIONAL COSTS**

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

**NOTICE**

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS:                   Heartland Business Systems, LLC  
                                  N28 W23050 Roundy Drive,  
                                  Suite 2A Pewaukee, WI 53072  
                                  Phone No.: 262-650-6500  
                                  Fax No.: 262-650-6530  
                                  E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

Heartland Business Systems, LLC  
P.O Box 347 - Attn: Legal Dept. Little Chute, WI 54140  
Phone No.: 920-788-7720  
Fax No.: 720-788-7739  
E-Mail: Legal Dept. [legal@hbs.net](mailto:legal@hbs.net)

If to CITY:                   City of Franklin  
                                  Attn: James Matelski, Dir. of Information Technology  
                                  9229 West Loomis Road  
                                  Franklin, WI 53132  
                                  Phone No.: (414) 427-7646  
                                  Phone No.: (414) 858-1100  
                                  Fax No.: (414) 427-7627  
                                  E-Mail: [jmatelski@franklinwi.gov](mailto:jmatelski@franklinwi.gov) and  
                                  Lisa Huening [[lhuenig@franklinwi.gov](mailto:lhuenig@franklinwi.gov)]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the  
20<sup>th</sup> day of December, 2019.

**HEARTLAND BUSINESS SYSTEMS, LLC (HBS)**

By: *Peter E. Helander* 12-20-19  
Peter Helander, CEO (Date)

**CITY OF FRANKLIN**

By: *Stephen R. Olson* 12/23/19  
Stephen R. Olson, Mayor (Date)

By: *Sandra L. Wesolowski* 12/26/2019  
Sandra L. Wesolowski, Director of Clerk Services (Date)

By: *Mark W. Lubberda* 12-23-19  
Mark W. Lubberda, Director of Administration (Date)

By: *Paul Rotzenberg* 1-10-2020  
Paul Rotzenberg, Director of Finance & Treasurer (Date)

By: *Jesse A. Wesolowski* 1/22/20  
Jesse A. Wesolowski, City Attorney (Date)



## **SCHEDULE A: BILLING METRIC**

(Time billed in 15-minute increments)

### **On-site Staffing Support Position – Full-time: Bill Rate: \$57.23/hr.**

- End user problem management and desktop support
  - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
  - Interface with application or infrastructure vendors to provide full resolution for reported problems.
  - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
  - Install new desktop or laptop hardware or upgrade existing systems as needed.
  - Document all application installation and user provisioning instructions.
  - Track and maintain all hardware and software assets.
  - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
  - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
  - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
  - Adhere to system security standards and maintain auditing documentation.
  
- Server & Storage Maintenance
  - Actively analyze performance and capacity metrics for all server and storage systems.
  - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
  - Implement and maintain Active Directory Group Policies and login scripts.
  - Provision new virtual machines using defined templates and configure server application to deployment standards.
  - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
  - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
  - Network configuration is limited to internal devices only.
  - Maintain technical documentation for all server and networking equipment.
  
- Managing system and tape backups
  - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
  - Setup and configure all tape backups for physical servers and appliances.
  - Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
  - Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.
  
- Project Implementation Tasks
  - Execute the implementation of project tasks for desktop, application, or infrastructure changes
  - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.

- Additional support duties as required for the coordination and implementation of project tasks.

**Additional Staffing Support – as needed - Bill Rate: \$96.50/hr.**

- Same as “*On-site Staffing Support Position – Full-time*” but utilized on “as needed” basis

**Network Engineering Support – as needed - Bill Rate: \$121.50/hr.**

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: \$121.50/hr.

Level 3 Bill Rate: \$151.50/hr.

Level 4 Bill Rate: \$166.50/hr.

**Network Security Services – as needed - Bill Rate: \$226.50/hr.**

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

**Cabling (low voltage) Services – as needed - Bill Rate: \$86.50/hr.**

**Audio Visual Services – as needed - Bill Rate: \$96.50/hr.**

**Physical Security Services – as needed - Bill Rate: 116.50/hr.**

**Web Development – as needed - Bill Rate: \$136.50/hr.**

**.NET Development – as needed - Bill Rate: \$151.50/hr.**

**SharePoint Support – as needed - Bill Rate: \$156.50/hr.**

**Data Services & Business Intelligence/SQL Server/DBA – as needed - Bill Rate:**

**\$166.50/hr.**

**Dynamics CRM / 365 Support - Bill Rate: \$176.50/hr.**

**AWS/Azure Support – as needed - Bill Rate: \$146.50/hr.**

**Project Management – as needed - Bill Rate: \$161.50/hr.**

**Emergency and After Hours Support Services - Bill Rate: 1.5x specified rate**

- 24-hour guaranteed response time

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/17/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorize the Director of IT to execute a Participating Addendum Agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.12.</i></p>

At their meeting of March 6, 2018, the Council approved a motion that authorized the Director of Administration to execute a Participating Addendum Agreement through the National Association of State Procurement Officers' (NASPO) ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement.

To recap, this Participating Addendum (PA) agreement was developed and entered into in order for the IT Director to streamline copier and printing support, since nearly every copier is also a network device serving both as a network printer and as a direct link to the network file system for scanned documents, all the while aligning photocopying costs and terms to those stipulated within standardized NASPO contracts. The Director of IT recommended migrating all copying needs towards a Toshiba platform instead of utilizing different copying vendors on a per department basis. The recommendation for Toshiba was based on several significant competitive advantages: 1) the Toshiba product line allows for better integration within a Microsoft Windows 2019 networking environment; 2) Toshiba copiers are less complex to administer and maintain and they have a more streamlined administrative interface which allows copier updates to be performed in less time and without error; and 3) Toshiba copiers also have the ability to use hardware-based OCR scanning that is integrated into the system and software-based OCR servers either as part of a dedicated Toshiba or third-party scanning solution or integrated into a larger Document Management System.

The PA was also entered into for the purpose of establishing a mechanism and pricing for the acquisition of Toshiba copiers through the multi-state competitive bid. The PA allows the City to participate fully and directly with the 14 states in the terms of the contract and ensures the City has the muscle of NASPO behind enforcement of the contract. The PA does not lock the City into only leasing or buying these copiers, it simply fixes the prices and the terms if the City elects to pursue a Toshiba device. The pricing schedules provide for direct purchase or a variety of lease terms. A variety of levels of machines and features or add-ons are also covered.

The City's current PA expires March 31, 2020. The Department of Administration has been working with Rick Jackson of Toshiba, the same rep that worked with the former Director of Administration on the current Participating Addendum agreement, on establishing a new PA. Attached is the new PA between the City and Toshiba where 1) we were able to duplicate the terms that the former Director of Administration and Mr. Jackson (Toshiba) agreed to in the current PA, and 2) Toshiba was also able to incorporate the exact same exhibits (A-E) to this new PA from the current PA which includes the "City-wide Master Lease Agreement" (Exhibit A) that was signed by the former Director of Administration. So the exhibit documents to the new PA have all been incorporated without modification from the current PA. The only differences between the new attached PA and the current PA are the references made pertaining to the Master Agreement between NASPO and Toshiba (the lead state is now Colorado and the new Master Agreement Number is now 140604) and some new added options/offerings by Toshiba to the City where there are no obligations to do or buy anything, but Toshiba is making them available.

Since the current PA has been in place, several departments have acquired new or leased Toshiba copiers through James Imaging Systems with the pricing and terms as directed under the PA and it is/has been working very well. Departments still drive the selection of the copier features they need and are still required to ensure their budgets are sufficient to cover the costs and determine whether to purchase or lease, but Departments do not have to negotiate purchase terms and have the IT Department to aid them in using the NASPO contract tables to select their speed, size, and features, etc.

Since the terms of the attached new PA and Exhibits pretty much mirror the City's current PA/Exhibits (except for the differences as noted above), the Director of IT recommends that he be authorized to execute the attached new PA.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Director of IT to execute the attached Participating Addendum agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum agreement.

IT Director James Matelski

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION  
COPIER AND MANAGED PRINT SERVICES  
Administered by the State of Colorado (hereinafter "Lead State")**

**MASTER AGREEMENT  
Toshiba America Business Solutions, Inc. (hereinafter "Contractor")  
Colorado Master Agreement No. 140604**

**AND**

**City of Franklin, Wisconsin (hereinafter "Participating Entity" or "City")**

Master Agreement # **140604**

Contractor **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

Participating Entity **CITY OF FRANKLIN, WISCONSIN**

**The following products and services are included in this contract portfolio:**

- Group A – MFD, A3
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

**Master Agreement Terms and Conditions:**

- 1 Scope This Participating Addendum (also known as the "PA") covers the Copiers and Managed Print Services Master Contract #140604 lead by the State of Colorado for use by the Participating Entity and those purchasers listed in Exhibit D to this PA which are within the Participating Entity's jurisdiction and which the CITY has authorized to purchase or lease under this PA (collectively "Authorized Buyer(s)") The Participating Entity certifies that has received prior authorization and approval from the state's chief procurement official to enter this PA

Parties hereto agree that the Exhibit A – City Master Lease Agreement, and the Exhibit B – Service Level Agreement, and the Exhibit C – Toshiba Maintenance Agreement as incorporated into the previous Participating Addendum under Master Agreement Nevada RFP 3091 between the City and Toshiba America Business Solutions, Inc which was effective June 27, 2018 shall be hereby incorporated into this PA without modification

In the event of a conflict between the terms and conditions of this PA and any Exhibit or Attachment subject to this PA, the terms and conditions of the documents shall prevail in the order as follows 1 Exhibit A - City Master Lease Agreement, 2 Participating Addendum, 3 Exhibit E - NASPO Lease Order Form, 4 Exhibit B - Service Level

Agreement, 5 Master Agreement, 6 Exhibit C - Toshiba Maintenance Agreement, 7 Exhibit D - Authorized Buyers

- 2 Participation Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity and State Chief Procurement Official
- 3 Participating Entity Modifications or Additions to The Master Agreement Modifications or additions apply only to actions and relationships within the Participating Entity The Following changes are modifying or supplementing the Master Agreement terms and conditions

The parties agree that references to "State" or "Participating State" throughout the Master Agreement Terms and Conditions (as executed between the State of Colorado and Toshiba America Business Solutions, Inc , and referred to herein as "Master Agreement") and its attachments shall be interpreted to refer to the Participating Entity

The parties agree that Section 6 13 4 of the Master Agreement, incorporated herein by reference, is modified with the following

- a ) The parties agree that Section 6 13 4 of the Master Agreement is changed with the following
  - 1 Sentence three (3) is replaced with the following "Otherwise, the Contractor shall have control over the defense and settlement of it "
  - 2 In sentence four (4) after "However", the following is inserted "regarding the settlement of such claim"
  - 3 Sentence six (6) and seven (7) are replaced with the following "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles,

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement "

#### 4 Leases

a) Equipment leases are subject to the lease agreement, as set forth as Exhibit A ("City Master Lease Agreement") unless otherwise agreed to The Participating Entity shall enter into the City Master Lease Agreement for itself, and the CITY may allow Authorized Buyer(s) under its jurisdiction to place "Lease Orders" (defined below) under the City Master Lease Agreement All Lease Orders placed under the City Master Lease

Agreement shall be treated as if they are CITY orders, and the CITY will be the responsible lessee for all obligations, including the financial payment obligations, for such orders. To initiate a Lease Order, Authorized Buyer(s) shall issue 1) a Purchase Order ["PO"] which incorporates the City Master Lease Agreement terms and conditions and 2) a NASPO Lease For Equipment and Maintenance Order Form (hereafter "NASPO Lease Order Form") as provided for in Exhibit E to this PA. Notwithstanding anything to the contrary in this PA, in the event of a conflict between the City Master Lease Agreement and the Master Agreement or this PA, the terms of the City Master Lease Agreement will supersede and control. The City Master Lease Agreement and each Lease Order issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

b ) Contractor may assign, solely for financing purposes, their rights to payment to the equipment. Any such assignment, however, does not excuse Contractor from bearing any obligation, term and condition as outlined under the Master Agreement terms and conditions.

c ) End of term. At the end of term, Authorized Buyer(s) shall have the option to (i) renew the schedule (ii) purchase the Equipment or (iii) return (removal of) the equipment. If Authorized Buyer(s) desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if Authorized Buyer(s) fails to notify Contractor of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be automatically renewed on a month-to-month basis after the term unless cancelled by either party. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

d ) Non-Appropriation of Funds. Participating Entity intends to remit all Lease Payments and all other sums due to Contractor for the full Lease Term if funds are legally available. In the event Participating Entity is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to the Lease or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to Participating Entity or Authorized Buyer(s) to pay the payments and other payments due and to become due under the Lease, and there is no other legal procedure with available funds by or with which payment can be made to Contractor, Participating Entity shall have the right to return the Equipment in accordance with the terms and conditions of the City Master Lease Agreement and terminate the applicable Lease Order effective on the last day of the fiscal period for which appropriations were received without penalty or expense to Participating Entity or Authorized Buyer(s), except as to the portion of Lease Payments and all other sums due to Contractor for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Participating Entity's fiscal year, Participating Entity's or Authorized Buyer(s)'s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period and (b) Participating Entity has exhausted or the date upon which it will exhaust all funds legally available for the payment of Participating Entity's obligations under the Lease Order. If Participating Entity terminates a Lease Order because of non-appropriation of funds, Participating Entity may not purchase, lease or rent, equipment performing functions for the Participating Entity's operating unit similar to those performed by the

Equipment for a period of twelve (12) months This section shall not permit Participating Entity to terminate the City Master Lease Agreement or a Lease Order in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended

e ) Other Documents Standard forms and templates may be used for various purposes, including Orders, invoices, quotes, 'Website terms and or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents") Any use of Other Documents are not part of this Contract unless otherwise noted within the Participating Addendum and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law, and do not modify the terms of this Participating Addendum

- 5 Primary Contacts The primary contact individuals for this Participating Addendum are as follows (or their named successors)

Contractor

Name	Rick Jackson, Sr Contracts Specialist
Address	25530 Commercentre Drive, Lakeforest, CA 92630
Telephone	(949) 462-6089
Email	<a href="mailto:Rick.Jackson@tabs.toshiba.com">Rick.Jackson@tabs.toshiba.com</a>

Participating Entity

Name	Lisa Huening and/or James Matelski
Address	9229 W Loomis Road, Franklin, WI 53132
Telephone	414-858-1100
Fax	414-427-7627
Email	<a href="mailto:Lhuening@franklinwi.gov">Lhuening@franklinwi.gov</a> <a href="mailto:JMatelski@franklinwi.gov">JMatelski@franklinwi.gov</a>

- 6 Subcontractors All Contractor authorized dealers and resellers as shown on the dedicated cooperative contract website ("Authorized Dealers"), are approved to provide sales and service support to participants in the jurisdiction of this PA The Authorized Dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement
- 7 Purchase Order Instructions Orders can be made out to (a) Toshiba America Business Solutions, Inc or (b) Authorized Dealers as approved by Toshiba and the CITY To the extent Authorized Buyer(s) and Contractor agree on additional terms, the terms will be documented on the Authorized Buyer(s) PO, or other transaction document such as a Statement of Work, signed by both parties, however, such additional terms may not contradict and shall not supersede terms of the City Master Lease Agreement or this PA

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO Contract resulting from Contract #140604 and, if a lease, this Purchase Order shall constitute an Order under the Terms and Conditions of the City Master Lease Agreement," and (2) a completed NASPO Lease Order Form as set forth in Exhibit E to this PA Please channel your PO through one of our Authorized Dealers so they can arrange for proper ordering and installation of your unit

Delivery and Acceptance shall be in accordance with Section 18 of this PA Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate

For Toshiba America Business Solutions, Inc Orders

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Toshiba America Business Solutions, Inc	Address shown on Lease invoice	Address shown on Lease invoice

For Authorized Dealer Orders, address to and remit payments as shown on the Authorized Dealer invoice or, in the case of lease payments, to the address listed on the invoice

Contract pricing is inclusive of delivery (FOB Destination Freight Prepaid to the delivery address specified in accordance with Master Agreement Terms and Conditions #11 ), network installation, waste material removal, initial training, and removal cost of equipment placed under this agreement Network installation includes configuration of the device for the proper network protocols and installation of the appropriate print drivers on up to five (5) computers per unit ordered Any additional network installation shall be negotiated between the Purchasing Entity and the Contractor

- 8 Service Level Agreement is set forth in **Exhibit B** attached hereto and incorporated by reference
- 9 Toshiba Maintenance Agreement  
Notwithstanding anything to the contrary in the Master Agreement or Participating Addendum, Authorized Buyer(s) are subject to Toshiba Maintenance Agreement attached and incorporated herein as **Exhibit C**.
- 10 Software Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software Software subscriptions shall not be subject to automatic renewals Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control In addition, any language in a EULA which violates a participating state's constitution or a statute of that state, or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity
- 11 Meter Collection Methods  
Contractor has at its disposal multiple tools to address these requirements Contractor can provide electronic remote meter reading and equipment monitoring services using on-

premise or cloud based software solutions. Some of these technologies may include fleet management solutions. These solutions allow for automated meter reading and submission for billing, and automatic placement of service calls in the event of a critical product issue. Additionally, some of these tools also allow for remote configuration and management of the fleet including periodic firmware updates. Contractor, working with the Customer will determine the most appropriate monitoring software based on the customer's environment and requirements. For cloud based monitoring services, Contractor ensures that any data transmitted between customer environment and the monitoring service is highly encrypted and secure.

12 Insurance

Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws, (b) Employer's Liability Insurance with limits of a minimum of (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease, (c) General Liability Insurance that includes the State as an additional insured with limits of (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Buyer will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Authorized Buyer(s) or other property of Contractor's in Authorized Buyer's care, custody and control or while in transit (If applicable).

13 Audit Rights

Upon the prior written request of the CITY and no more frequently than once a year during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the CITY to confirm its payment obligations under any invoice. Contractor will assist the CITY in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

14 Intentionally left blank

15 Individual Customer

**a) For Purchases**

- Each Authorized Buyer(s) that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each Authorized Buyer(s) will be responsible to follow the terms and conditions of the Master Agreement, and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Authorized Buyer(s) will be responsible for their own charges, fees, and liabilities. Each Authorized Buyer(s) will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Authorized Buyer(s) individually.

**b) For Leases**

- The Participating Entity shall enter into a lease agreement as set forth in

Exhibit A to this PA (known as the " City Master Lease Agreement") for itself and the CITY may allow Authorized Buyer(s) under its jurisdiction to place orders under the City Master Lease Agreement. All orders placed under the City Master Lease Agreement shall be treated as if they are CITY orders and the CITY will be the responsible lessee for all obligations, including the financial payment obligations, for such orders.

16 Taxes

The CITY and its Authorized Buyer(s) are exempt from payment of federal tax and Wisconsin state and local taxes on its purchases, including property, sales or use taxes (except certain Wisconsin excise taxes that do not apply in the instance of copiers). The CITY and its Authorized Buyer(s) will provide appropriate tax exemption certification upon request and shall not be responsible for additional charges related to property, sales or use taxes above the pricing in the Toshiba pricing schedule.

17 Governing Law, Venue

Any and all applicable references of Colorado (CO) law are to be changed to read, Wisconsin (WI). This Participating Addendum and its amendments and exhibits thereto, shall be governed by Wisconsin Law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Milwaukee County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the Participating Addendum and which in any manner affect the work or its conduct.

18 Receipt and Acceptance of Goods:

The Authorized Buyer(s) may refuse shipment when delivered after normal working hours. The Authorized Buyer's receipt of Products upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Products if they do not conform to contractual requirements. When Authorized Buyer(s) receives the installed Product, the Authorized Buyer(s) agrees to inspect it to determine it is in good working order within five (5) full working days.

If there are any defects in the Products at the time of delivery and installation, the Authorized Buyer(s) shall promptly notify the Contractor of its rejection of said Products. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies, or equipment, if the materials, supplies, or equipment does not conform to contractual requirements. Authorized Buyer's failure to notify Contractor of its rejection within the five (5) day period following the completion of Contractor's installation shall be construed as Buyer's Acceptance.

Without limiting any other rights, the Authorized Buyer(s), at its option, may require the Contractor to

- a. Repair or replace any or all of the defective and rejected Products at Contractor's expense,
- b. Refund the price of any or all of the defective and rejected Products, and
- c. Accept the return of any or all of the defective and rejected Products.

If rejected, the Goods shall remain the property of the Contractor.

- 19 For convenience of interpretation, it is noted that the section in the following document remains in effect and is incorporated herein by reference
- a) Master Agreement Terms and Conditions "4 10 Inspection & Acceptance", with the Acceptance Testing period as herein modified
- 20 Severability  
If any provision of this PA is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the PA shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
- 21 Product Installation & Invoicing Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.
- Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.
- Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.
- 22 Not Specifically Priced ("NSP") Open Market Items Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include
- i) Interactive White boards,
  - ii) Computers, monitors, or other related items,
  - iii) Fax machines,
  - iv) Overhead Projectors, and
  - v) Cameras
- NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- 23 Showroom Equipment Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met
- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined), and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined),

- b The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device, and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model

24 Managed Print Services (“MPS”) Purchasing Entities are subject to the Contractor “Managed Print Service Level Agreement” Contractor’s service level agreements and scope of services is provided in Master Agreement **Exhibit B** (This Exhibit B is also found in the Master Agreement as Attachment F) Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work template, like the format provided in the NASPO ValuePoint RFP Exhibit F “MPS Statement of Work”

This Participating Addendum and the Master Agreement number 140604 (administered by the State of Colorado) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Contractor as stated in Section 7 of this PA The terms and conditions of this Participating Addendum and its Exhibits and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms introduced by the Buyer

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below

Participating Entity	Contractor Toshiba America Business Solutions, Inc
Signature	Signature
Name	Name
Title	Title
Date	Date

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact  
NASPO ValuePoint

Cooperative Development Coordinator	Ted Fosket
Telephone	(907) 723-3360
Email	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.***

**MEMORANDUM OF INSURANCE**

**DATE OF ISSUE: 03/28/2019**

**PRODUCER:**

AON RISK INSURANCE SERVICES WEST, INC  
707 WILSHIRE BLVD SUITE 2600  
LOS ANGELES, CA 90017  
PHONE (213) 630-3200

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A	MITSUI SUMITOMO INS CO OF AMERICA
COMPANY LETTER	B	SOMPO JAPAN NIPPONKOA INSURANCE
COMPANY LETTER	C	SOMPO INSURANCE COMPANY OF AMERICA
COMPANY LETTER	D	INDIAN HARBOR INSURANCE COMPANY
COMPANY LETTER	E	

**INSURED:**

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC  
25530 COMMERCENTRE DRIVE  
LAKE FOREST, CA 92630

**COVERAGES**

This memorandum verifies that the following coverages are in force General Liability, Business Automobile Liability, Commercial Umbrella & Excess Liability, Workers' Compensation & Employers' Liability  
This memorandum is furnished to you as a matter of information for your convenience It is not intended to reflect all the terms and conditions or exclusions of such policies This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies

CO LTR	TYPE OF INSURANCE <input checked="" type="checkbox"/>	POLICY NUMBER	EFF DATE	EXP DATE	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> COM GEN LIABILITY <input type="checkbox"/> CLAIM OCCUR <input type="checkbox"/> OWN & CONT PROT <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY	GL 2121604	04/01/2019	04/01/2020	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 10,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any fire)	\$ 1,000,000
					MED EXPENSE (Any one person)	\$ 10,000
B	<input checked="" type="checkbox"/> PRODUCTS / COMPLETED OPERATIONS	R002801768*	04/01/2019	04/01/2020		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> SELF INSURED <input type="checkbox"/> PHYSICAL DAMAGE	BVR8405728 (AOS) BVM8803033 (MA)	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					TOTAL BOTH POLICIES	
					EACH OCCURRENCE	\$ 10,000,000
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> FOLLOW FORM EXCESS <input checked="" type="checkbox"/> OTHER THAN UMB	UMB5306478	04/01/2019	04/01/2020	AGGREGATE	\$ 10,000,000
					<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
C	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WCN40975X0	04/01/2019	04/01/2020	EACH ACCIDENT	\$ 1,000,000
					DISEASE POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
					AGGREGATE	\$8,000,000
D	<input type="checkbox"/> PROFESSIONAL E&O/PRIVACY <input type="checkbox"/> CYBER SECURITY	MTP903068704	04/03/2019	04/03/2020	EACH OCCURRENCE	\$8,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

EVIDENCE OF COVERAGE AS RESPECTS ALL OPERATIONS LOCATIONS AND PRODUCYS SOLD OR MANUFACTURED BY THE INSURED ALL VENDORS ARE INCLUDED AS ADDITIONAL INSUREDS AS PER BROAD FORM VENDORS ENDORSEMENT BROAD FORM ADDITIONAL INSUREDS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT BROAD FORM WAIVERS OF SUBROGATION / TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS BY WRITTEN CONTRACT OR AGREEMENT

\*\* PRODUCTS / COMPLETED OPERATIONS LIABILITY POLICY #R002801768\* ISSUED BY SOMPO JAPAN NIPPONKOA INSURANCE IS ON CLAIMS-MADE BASIS and Excludes Contractual Liability THIS IS A GLOBAL CONSOLIDATED POLICY FOR ALL TOSHIBA TEC OPERATING COMPANIES WORLDWIDE AND THE TERMS & CONDITIONS OF THIS POLICY SHOULD BE VERIFIED BY THE SEPARATELY ISSUED CERTIFICATE OF INSURANCE FROM NIPPONKOA INS CO

**Exhibit A To Participating Addendum  
For the City of Franklin, WI**

NASPO-ValuePoint  
CONTRACT #3091

**CITY MASTER LEASE AGREEMENT**

a Contract Between

The City of Franklin, Wisconsin

and

Toshiba America Business Solutions, Inc

WHEREAS, the City of Franklin, Wisconsin ("Lessee") is authorized to lease under the above referenced NASPO-ValuePoint Master Agreement (formerly "WSCA-NASPO Master Agreement") and the City of Franklin, WI Participating Addendum ("PA") thereto, and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee,

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows

1 **LEASE TERM** This Agreement shall be effective from the date of last signature below ("Effective Date") and shall continue until the end of the last Order Lease Period applicable under the NASPO Lease Order Forms executed under this Agreement, unless sooner terminated by either party as set forth in this Agreement in Section 6 The Order Lease Period for orders placed under this Agreement after the Effective Date shall continue in full force and effect under the terms of this Agreement until the expiration of such Order Lease Period and shall survive the expiration of the Participating Addendum

2 **DEFINITIONS.** "Lease Order" shall mean an order from an Authorized Buyer (as defined in the PA) for the lease of equipment under the terms and conditions of this Agreement as set forth in Section 4 of the PA "Leased Equipment" means the equipment described in the Lease Order and the NASPO Lease Order Form and Schedule, which is attached to and incorporated into the Lease Order, and any replacement equipment provided by Lessor during the term of this Agreement "Lessor" means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee

3 **CONSIDERATION (RENT)** The parties agree that Lessor leases to Lessee the equipment described in and for the lease payments set forth in the NASPO Lease Order Form and Schedule, excluding meter charges, late fees and applicable taxes Except as provided in section 6(c) or as may mutually result as allowed by section 6(a), lessee's payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents Any intervening end to a fiscal period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required

4 **POSSESSION, TITLE AND RETURN**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term set forth in Section 1 above, unless this Agreement is earlier terminated in accordance with Section 6 below, and shall keep such Leased Equipment at the location specified in the NASPO Lease Order Form and Schedule or such other location as Lessor may agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any If the NASPO Lease Order Form and Schedule indicates that this lease is a Capital Lease and if this Agreement is deemed to be a secured transaction, Lessee grants Lessor a first priority security interest in the Leased Equipment to secure all of Lessee's obligations under this Agreement, agrees not to permit any other liens on the Leased Equipment, and shall own such Leased Equipment as of the acceptance date. At the end of the Lease Term, if Lessee is not in default, Lessor will release any security interest it may have in the Leased Equipment subject to such Capital Lease, which will be retained by Lessee

(c) At the expiration of the term of this Agreement and provided that the NASPO Lease Order Form and Schedule does not indicate this lease is a Capital Lease, Lessee shall securely remove all data from any and all disk drives or magnetic media of the Leased Equipment and make the Leased Equipment available to Lessor for pickup at Lessee's premises. If Lessee is not in breach of this Agreement, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor until the Leased Equipment is delivered to Lessee's designated location and delivery is accepted by Lessee, at which time risk of loss passes to Lessee

(e) If the NASPO Lease Order Form and Schedule indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes, if any.

5 **TAXES** The CITY and its Authorized Buyer(s) are exempt from payment of federal tax and Wisconsin state and local taxes on its purchases, including property, sales or use taxes (except certain Wisconsin excise taxes that do not apply in the instance of copiers) The CITY and its Authorized Buyer(s) will provide appropriate tax exemption certification upon request and shall not be responsible for additional charges related to property, sales or use taxes above the pricing in the Toshiba Group A pricing schedule.

## 6 **TERMINATION**

(a) **Termination By Mutual Consent.** Any discretionary or vested right of renewal notwithstanding, this Agreement or a Lease Order issued under this Agreement and the PA may be terminated upon written notice by mutual consent of both parties.

(b) **Termination for Default or Breach.** A default or breach may be declared with or without termination This Agreement or a Lease Order issued under this Agreement and the PA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which may not exceed the balance of lease payments for leases and may not exceed more than two (2) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges

(c) **Termination for Nonappropriation.** The continued application of this Agreement to any Lease Order beyond the current fiscal period and/or each subsequent fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources If for any reason Lessee's funding applicable to any Lease Order is not appropriated or is withdrawn, limited, or impaired, Lessee may terminate said Lease Order, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation, withdrawal, limitation or impairment is provided by Lessee to Lessor If Lessee terminates a Lease Order because of non-appropriation, withdrawal, limitation or impairment of funds, Lessee will not purchase, lease or rent replacement equipment performing the same functions for the Lessee's operating unit as the Leased Equipment for a period of twelve (12) months.

7 **INSURANCE.** At Lessor's request, Lessee shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in Lessee's possession by Lessee's program of self-insurance or a policy of property insurance from a qualified insurer

8 **LOSS OR DAMAGE** If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessee's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 6% per annum, and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor No such loss or damage shall relieve Lessee of payment obligations hereunder.

9 **PERFORMANCE AND WARRANTY AND MAINTENANCE OF EQUIPMENT** All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty Lessor shall be responsible for ongoing service and maintenance of the Leased

Equipment for the duration of the Lease Term. The terms of this Agreement do not preclude the potential requirement for Lessor to replace a piece of equipment that fails to meet the service level requirement or Toshiba's Total Quality Commitment as more further set forth in Exhibit B of the PA and, furthermore, any such replacement that may occur shall not extend the applicable Lease Order term.

10. **LESSOR REMEDIES** If Lessee default, Lessor may do one or more of the following (a) recover from Lessee, as liquidated damages for loss of bargain and not as a penalty, the sum of (i) all past due and current lease payments and other amounts due under this Agreement, (ii) the present value of all remaining lease payments, discounted at the rate of 6% per annum, and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment; (b) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4) and to pay all costs of removing and transporting the Leased Equipment; (c) charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

11. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. **LESSEE REPRESENTATIONS.** Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations, (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function, (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term, (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law, (f) unless this lease is a Capital Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law, (g) this Agreement is binding on Lessee and Lessee's successors and assigns, and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. **ASSIGNMENT** Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the WSCA-NASPO Master Agreement and the City of Franklin, WI Participating Addendum. Lessor's assignee shall have Lessor's rights under this Agreement, but none of Lessor's obligations.

14. **AGREEMENT AND MODIFICATION.** This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the City of Franklin, WI Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. In the event of conflict between the Master Agreement or the City of Franklin, WI Participating Addendum and this City Master Lease Agreement, this City Master Lease Agreement shall govern and control. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. **TIME PRICE** If the NASPO Lease Order Form and Schedule indicates the lease is a Capital Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for a Time Price equal to the amount of each Lease Payment times the number of Lease Payments, all as set forth on the NASPO Lease Order Form and Schedule and this Agreement, plus the Purchase Option amount stated on the NASPO Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that Time Price. The Product Cost may be determined by dividing the Lease

Payment by the lease rate factor set forth on the NASPO Lease Order Form and Schedule. Each Lease Payment under a Capital Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the Capital Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

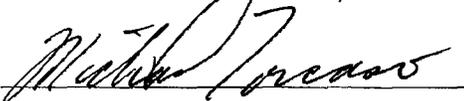
16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Wisconsin, as more fully described in the Participating Agreement. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery, notices that are mailed shall be effective on the third calendar day following the date of mailing.

18. ELECTRONIC DOCUMENTATION. This Agreement may be executed in counterparts and signed by the parties manually or electronically. The executed counterpart that has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. If Lessee transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. Neither party may raise as a defense to the enforcement of this Agreement that it was signed or transmitted electronically.

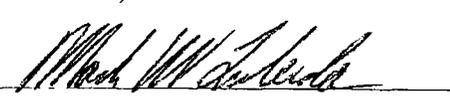
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

LESSOR:  
Toshiba America Business Solutions, Inc.

By: 

Name Michael Torcaso  
Title Senior Vice President & CFO  
Date 06/27/2018

LESSEE:  
City of Franklin, Wisconsin

By: 

Name Mark W. Lubarda  
Title Director of Administration  
Date 6-27-18

**SERVICE LEVEL AGREEMENT (SLA)  
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091  
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Nevada (“Lead State”)**

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**1. Customer Level SLA**

**1.1. Purpose**

The purpose of this Exhibit B is to outline service levels; as well as provide Customer with a defined process for equipment replacement or loan as set forth herein.

**1.2. Customer Service Level Agreement**

Contractor agrees to maintain the following service levels defined below as targets:

<b>Performance Criteria</b>	<b>Target Level</b>	<b>Measurement Basis</b>
<b>Average Uptime</b>	<b>96% or Better</b>	<b>Each Machine</b>
<b>Average On-Site Response Time</b>	<b>4 Hours or Less</b>	<b>City Wide</b>

These service levels will be measured on a quarterly basis. Within the first 35 days of each quarter the Contractor will produce and provide the Customer a report on service levels for the prior quarter which will then be measured against the Service Level Agreement Performance Criteria Target Levels. Uptime is measured as a percentage of the hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding Customer Holidays. Contractor is to maintain a service log for each machine serviced describing maintenance and repair services provided for all calls received. The Customer will not be charged for copies of the service log.

Downtime is calculated from the time the Purchasing Entity places the call for service and receives a service confirmation ticket (or similar indicator) and ends when the machine is up and running, and is based on whether the machine inoperative, the copies/pages made are unusable, or, a major feature is not useable (i.e. document feeder, auto duplexing, finisher, etc.). Calculations are based on whole hours with periods less than 45 minutes dropped and periods greater than 45 minutes rounded up (Examples: Call placed at 10:00 a.m. and repaired at 12:15 pm equals 2 hours downtime, but if repaired at 12:46 it equals 3 hours downtime..)

**1.3. Total Quality Commitment (TQC)**

**1.3.1. Free Replacement -** If Buyer's Toshiba MFD, Facsimile or its accessories, do not operate within Toshiba's product specifications (which includes a failure to meet any of the Performance Criteria Target Levels in 1.2 above for any two consecutive quarterly periods) during the term of its lease or if purchased its maintenance service term, and if the equipment cannot be repaired to perform within product specifications,

**SERVICE LEVEL AGREEMENT (SLA)  
COPIERS, PRINTERS & RELATED DEVICES 14-19**

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Contractor will replace the MFD, facsimile or accessory at no charge with a model of equal or better features and specifications.

**1.3.2. Free Loaner:**

1.3.2.1. If Customer’s Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying a Contractor’s Authorized Servicing Provider or requires off-site service, a loaner MFD will be provided by the Contractor Authorized Servicing Provider at no additional charge.

1.3.2.2. All loaned equipment is the property of Contractor or the Contractor’s Authorized Servicing Provider and must be returned to Contractor or the Contractor’s Authorized Servicing Provider at the time the repaired or replaced equipment is tendered.

**1.3.3. Term of Program.**

The term of this program is (i) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or, (ii) for leased or rented equipment, the length of the original lease or rental term starting from the equipment installation date or the maximum number of copies as stated in the product specifications, whichever occurs first.

**1.3.4. Terms & Conditions Of TQC**

This program applies only to new Toshiba MFD and/or accessories acquired by customers from Toshiba or an Contractor Authorized Servicing Provider on or after April 1, 1996, on condition that the equipment: (i) was continuously maintained under a full service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and (ii) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the equipment. This program is non-transferable. Product damaged or destroyed because of Buyer’s negligence, misuse or abuse, improper electrical power, or an act of God are not covered under this program.

If a Contractor Authorized Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

**1.3.5. How To Exercise This Guarantee**

First, notify your Authorized Toshiba Servicing Provider of the problem. If you do not obtain resolution to your satisfaction via your Authorized Toshiba Servicing

**EXHIBIT B**

**SERVICE LEVEL AGREEMENT (SLA)  
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091  
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Nevada (“Lead State”)**

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Provider, send a certified letter documenting your problem and a copy of the NASPO Lease Order Form to:

**Toshiba America Business Solutions, Inc.  
Director of Field Service  
25530 Commercentre Drive  
Lake Forest, California 92630**

These maintenance terms are pursuant to a Participating Addendum under NASPO ValuePoint Cooperative Purchasing Organization Master Agreement administered by the State of Nevada RFP 3091 (the "Contract"). By accepting this Exhibit, Customer agrees to purchase the services as set forth in the Contract for the equipment identified on the Maintenance Order Form. Contractor agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed in the Maintenance Agreement Order Form in accordance with the terms and conditions of the Contract and the Maintenance Agreement Terms below.

**MAINTENANCE AGREEMENT TERMS**

- 1 **TERM:** Each asset shall be annually renewable on each yearly anniversary date for an additional one (1) year period. Contractor shall notify Customer in writing of any such pending anniversary date no later than ninety (90) days prior to such date, and Customer shall have until forty-five (45) days prior to such date to notify Contractor in writing that it wishes to renew the term for an additional year in order for such renewal to take effect.
- 2 For each piece of equipment under this Maintenance Agreement there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Maintenance Agreement is terminated or the equipment is withdrawn from service.
- 3 **REMOVAL FROM SERVICE.** Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 4 **INVOICING CHARGES.** Customer will pay the charges set forth in the Contract. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Maintenance Agreement whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense or counterclaim for any reason whatsoever unless the result of the application of a superseding document. Excess click charges or Overage Charges, as applicable, will be invoiced monthly for the period selected on the Maintenance Order Form.
- 5 If any part of a payment is not made by the Customer when due, Customer agrees to pay Contractor a Late Charge pursuant to the terms of the Contract.
- 6 Contractor may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. Contractor will adjust the estimated charge for overage clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. Contractor may charge a fee to recover the cost of meter collections if meters are not received.
- 7 **CONSUMABLE SUPPLIES.** All supplies delivered as part of this Maintenance Agreement remain the property of Contractor until and unless they are consumed by the equipment in the performance of this Agreement. Any supplies not consumed as specified and not surrendered to Contractor upon expiration or termination of the Maintenance Services for an asset will be invoiced to the Customer at Contractor's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from Contractor to Customer if such consumable supplies are stored at Customer's facility.
- 8 **TAXES.** Unless Tax Exempt (as evidenced by certificate or in the case of exempt sales to federal, state, and local government entities a seller may also document the exemption by retaining a copy of a government issued purchase order, government check or voucher in place of the exemption certificate), in addition to the charges due under this Maintenance Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Maintenance Agreement, or any activities hereunder, exclusive of taxes based upon net income.
- 9 **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriated electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If Contractor has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from Contractor immediately. Contractor shall have full and free access to the equipment to provide service thereon.
- 10 If persons other than Contractor representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by Contractor is required, such repairs shall be made at Contractor's applicable Time and Material rates and terms then in effect. If such additional repair is required, Contractor may immediately withdraw the equipment from this Maintenance Agreement.
- 11 **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operations Manual and for training additional end-user. If the Key Operator assignment changes, Customer agrees to designate a new Key Operator immediately. Contractor agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at Contractor normal hourly rates.
- 12 **EXCLUSIONS.** Service under this Maintenance Agreement does not include
  - a. Furnishing paper, staples (unless purchased by the Customer), replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following.
  - b. Service of equipment if moved outside of Contractor's designated service area.
  - c. Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster.
  - d. Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment.
  - e. Painting or refinishing of the equipment.
  - f. Making specification changes.
  - g. Performing key operator functions as described in the operator manual.
  - h. Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed.
  - i. Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a Contractor supplied power filter/surge protector repairs will be included.
  - j. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer with all the facilities prescribed by Contractor including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
  - k. Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
  - l. Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 13 This Maintenance Agreement is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of Contractor. Any attempt to assign or transfer any of the rights, duties or obligations of this Maintenance Agreement without such consent is void. Contractor's service provided outside the scope of this Maintenance Agreement will be furnished at Contractor's applicable time and material rates and terms then in effect. Contractor is not responsible for failure to render service due to causes beyond its control.

**Exhibit D To Participating Addendum  
For the City of Franklin, WI**

**Authorized Buyers**

- 1 The City of Franklin employee in each of the positions listed below are Authorized Buyers under the Participating Addendum for the City of Franklin
  - a. Police Chief
  - b. Fire Chief
  - c. City Engineer
  - d. Library Director
  - e. Information Technology Director
  - f. Director of Administration
  
- 2 Modifications to the names of the individuals holding these positions are authorized by the Director of Administration for the City of Franklin, Wisconsin.

## NASPO VALUEPOINT LEASE FOR EQUIPMENT AND MAINTENANCE ORDER FORM

Agreement # \_\_\_\_\_

### LESSEE - BILLING CONTACT INFORMATION

(Separate Order Form must be completed for each billing locations.)

Lessee Legal Name		Department Name		FEN#
Street Address I P O Box			Bldg/Room/Suite	
City	State	Zip	Billing Contact Name	
Bill-To Phone Number	Email		Fax Number	

### LESSEE INSTALLATION LOCATION

Lessee Legal Name		Department Name		
Street Address I P O Box		Bldg/Room/Suite		
City	State	Zip	Contact Name	
Phone Number	Email		Fax Number	

### EQUIPMENT LEASE WITH SEPARATE MAINTENANCE PLAN

ITEM DESCRIPTION (If insufficient space, use Schedule A to this Lease Order form and enter below "See Order Form Schedule")	EQUIPMENT LEASE TYPE		LEASE TERM						
	<input type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1 Buyout <input type="checkbox"/> Straight Lease		<input type="checkbox"/> 24 Mo <input type="checkbox"/> 36 Mo <input type="checkbox"/> 48 Mo <input type="checkbox"/> 60 Mo						
	EQUIPMENT LEASE		MAINTENANCE & SERVICES (M&S) PLAN					<input type="checkbox"/> Include Staples	
	EQUIPMENT LEASE % or RATE- FOR \$OUT LEASES ONLY	EQUIPMENT LEASE PAYMENT	ZERO BASE B&W CPC	ZERO BASE COLOR CPC	MAINT OPTION NUMBER 1, 2, 3	MONTHLY VOLUME (BW)	MONTHLY BASE CHARGE (BW)	BW OVERAGE RATE	COLOR OVERAGE RATE
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
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Sum of Monthly Equipment Lease Payments: \$ _____	Sum of Monthly Base Charges: \$ _____
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<b>TOTAL MONTHLY PAYMENT</b> Equipment Lease Payment + Monthly Base Charge (If Applicable)      \$ _____	Personal Property Tax Required <input type="checkbox"/>
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**NASPO VALUEPOINT ADMIN FEE RATE: 0.25%    STATE ADMIN FEE RATE (If Applicable):**

**Special Instructions/Additional Information (e.g. equipment models upgraded; Buyout details; etc.):**

### TERM & PAYMENT SCHEDULE (All Payments are exclusive of sales and use tax)

Sales/Use Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax-Exempt No      [Attach Tax Exemption]	PO Issued <input type="checkbox"/> yes <input type="checkbox"/> No PO # _____
Payment Cycle Monthly Billing		Document Fee \$75 00 Included in the 1st invoice

**THIS ORDER FORM INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT**

LESSOR: Toshiba America Business Solutions, Inc.	Title: _____	Date: _____
SIGNATURE: _____		
LESSEE:	Title: _____	Date: _____
SIGNATURE _____		

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/17/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization for Renewal of a Contract with Inspiron Logistics for the Emergency Notification System</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>6.13.</i></p>

The City has contracted with Inspiron Logistics LLC since 2010 for its Emergency Notification System. The current term of the City's Emergency Notification System is set to expire April 21, 2020. The Health Director confirms that the service is an integral and important component of her public communication strategy and requirements and further confirms that \$6,400 was budgeted in the Health Department's Preparedness Grant for this ENS program. Although we did have the one service issue in 2013 and one other limited unique service issue where a glitch in the programming caused sporadic issues in receiving text responses in special user group notifications, those issues were fully resolved some time ago and the City has not experienced any other issues since. Inspiron Logistics has continued to improve their software and any such software upgrades are extended to us with the basic service.

Attached is a copy of the new contract which mirrors exactly the City's current contract except for changes to dates and the addition of "electronic mail" and email addresses as another option for delivery of notices (see underlined area of Section 8.5 Notices). This new contract will again cover a two-year term, April 22, 2020 through April 21, 2022, with the ability for an additional year renewal. The annual cost is \$9,600, the same cost as the current contract, and was anticipated in the budget. \$6,400 of the cost is covered by the Health Department "Public Health Emergency Preparedness" Grant (25.0411.5410.7034), and the other \$3,200 is a cost anticipated in the Information Services budget.

Request for approval authorizing the Mayor and City Clerk to execute the attached contract since it is identical to the current agreement already in place, except for changes as mentioned above.

**COUNCIL ACTION REQUESTED**

Motion to authorize the Mayor and City Clerk to execute the attached contract renewing the WENS Service Agreement with Inspiron Logistics for the Emergency Notification System for the same annual rate of \$9,600 and to authorize release of payment for the first year period of 4/22/2020 through 4/21/2021.



# **SERVICE AGREEMENT**

This WENS Service Agreement (this “Agreement”) is entered into, by and between Inspiron Logistics, LLC, an Ohio Corporation with its principal office located at 4000 Embassy Pkwy, Suite 100, Akron OH 44333 (“Inspiron Logistics”) and City of Franklin (“Customer”) with its principal office located at 9229 W Loomis Road, Franklin, WI 53132 effective as of the 21<sup>st</sup> Day of April 2020 (“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 whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters,

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

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

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

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

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

customer must comply with all Wisconsin 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 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 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 following the end of that year's contract period. 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. 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.

**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 the 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 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 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 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 a time as the complaint has been 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 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, interrupted 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 or served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at either their respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt. Electronic mail notices shall be sent to the following for each Party  
**City of Franklin:** JMatelski@Franklinwi.gov,  
LHuenig@Franklinwi.gov  
**Inspiron Logistics:** SDetting@InspironLogistics.com

**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 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 the 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 interests 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 LLC**

**CITY OF FRANKLIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott Dettling \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Partner \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## SCHEDULE A

**1. Contract Term Date:**

**Start Date: 4/22/2020 – End Date: 4/21/22**

**2. Account Set-up Fee: (waived)**

**3. 24 Hour/365 Day Client Support (included)**

**4. Total Combined Account Maintenance Fee and Payment Due Dates**

<b>Year 1:</b>	<b>\$9,600.00</b>	<b>DUE: 4/22/2020</b>
<b>Year 2:</b>	<b>\$9,600.00</b>	<b>DUE: 4/22/2021</b>

- ***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

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

**WENS SERVICES AGREEMENT**  
**Attachment A System Functionality and Support**

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 standard 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

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

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



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<b>APPROVAL</b> <i>slw PA</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> March 17, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS TO MOVE \$250,000 OF RESTRICTED CONTINGENCY TO UNRESTRICTED CONTINGENCY TO ADDRESS THE CORVID-19 HEALTH EMERGENCY</b>	<b>ITEM NUMBER</b> <i>6.14.</i>

**Background**

The 2020 General Fund budget includes \$1,335,000 of Restricted Contingency held in reserve for major unforeseen events. The covid-19 virus has reached Wisconsin and the Wisconsin Governor declared a Public Health Emergency on March 12, 2020. State and national events are happening very rapidly.

This is the exact reason the 2020 Budget contains a restricted contingency, so that in an emergency, the Common Council can adopt a budget amendment to release all or a portion of the Restricted Contingency to address the emergency.

**Analysis**

The City ended 2019 with approximately \$8.3 million of Unassigned General Fund Balance.

The use of the Restricted Contingency will cause the General Fund to operate at a deficit for 2020, however the purpose of the Restricted Contingency was to provide an appropriation to address just such an emergency without violating the State's Expenditure Restraint program. The existence of the 2019 General Fund Unassigned Fund Balance can provide the resources necessary to address the Public Health Crisis.

It is un-known at this time how the resources are to be utilized, however requests are being made for testing kits for the virus, overtime and sick time expenditures for City employees placed in quarantine, additional equipment to permit quarantined City employees to work from home, educational outreach for at risk citizens, to name a few.

**Recommendation**

Staff recommends adoption of the proposed 2020 Budget Amendment which makes 19% of the Restricted Contingency available in the immediate future to address the Public Health crisis.

**COUNCIL ACTION REQUESTED**

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to move \$250,000 of Restricted Contingency to Unrestricted Contingency to address the covid-19 health emergency

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO MOVE \$250,000 OF RESTRICTED CONTINGENCY TO UNRESTRICTED CONTINGENCY TO ADDRESS THE CORVID-19 HEALTH EMMERGENCY

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, \$1,335,000 was appropriated as Restricted Contingency requiring a budget amendment to release the funds; and

WHEREAS, the Wisconsin Governor has declared a Public Health Emergency related to the corvid-19 virus; and

WHEREAS, the City of Franklin provides public health services to the Community involving infectious diseases; and

WHEREAS, the Common Council believes it prudent to move \$250,000 of Restricted Contingency to Unrestricted Contingency to free up resources to address the Public Health Emergency enabling the Health Department to respond to the rapidly changing conditions.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund

Restricted Contingency	Decrease	\$250,000
Unrestricted Contingency	Increase	250,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

<b>APPROVAL</b> <i>slw pdk</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> March 17, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$77,630 OF ROAD SALT APPROPRIATIONS</b>	<b>ITEM NUMBER</b> <i>G.15.</i>

**Background**

The 2020 Highway Department budget includes the purchase of 1,700 tons of road salt for \$133,000. The Highway Department participates in the State road salt purchasing program annually, reducing the per ton cost of road salt to all participating Communities from what road salt might otherwise cost. The state requires that the City express its participation in the 2020-21 program in the next several weeks, with little advance notice.

There are 1,100 tons of remaining salt from the 2019-20 salt purchase as of March 12, 2020. In 2014, the City used 3,700 tons, the highest usage in the last ten years.

The City Engineer is recommending the purchase of 2,750 tons in the 2020-21 program, bringing the total available road salt for the 2020-21 season to 3,850 tons less any additional needs for the 2019-20 season which does not end for several more weeks.

The 2,750 tons is estimated to cost \$211,750, which exceeds the 2020 salt purchase budget of \$133,000. There is a need for an additional \$78,750 to support the recommended purchase.

**Analysis**

The current General Fund Unrestricted Contingency available appropriation is \$77,630.

**Recommendation**

The Director of Finance & Treasurer recommends a 2020 Budget Amendment not to exceed \$77,630 transfer from Unrestricted Contingency to Highway Salt purchases in the Non-Personnel appropriation. This will exhaust the General Fund Unrestricted Contingency for 2020.

**COUNCIL ACTION REQUESTED**

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to provide additional \$77,630 of road salt appropriations

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$77,630 OF ROAD SALT APPROPRIATIONS

---

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the 2020 Highway Budget provided for 1,700 tons of road; and

WHEREAS, as of March 12, 2020 only 1,100 tons of road salt remain providing for the balance of the 2019-2020 winter season; and

WHEREAS, the state of Wisconsin road salt purchasing program will seek the City's participation in the 2020-21 road salt purchasing program within the next several weeks; and

WHEREAS, the City Engineer recommends that the City purchase 2,750 tons of road salt for the 2020-21 winter season costing an estimated \$78,750; and

WHEREAS, the 2020 General Fund Unrestricted Contingency has \$77,630 of unused Unrestricted Contingency; and

WHEREAS, the Common Council believes that adequate road salt is necessary for the safety and wellbeing of the Citizens of Franklin.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund

Highway	Road Salt	Increase	\$77,630
Contingency	Unrestricted	Decrease	77,630

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

---

Sandra L. Wesolowski, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 17, 2020
Reports & Recommendations	<b>REQUEST TO PARTICIPATE IN STATE CONTRACT          FOR PURCHASE OF 2,750 TONS OF SALT</b>	<b>ITEM NO.</b> <i>G116.</i>

**BACKGROUND**

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount, an additional 20 percent can be placed in reserve, which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets.

**ANALYSIS**

In 2019, the price of salt was \$72.59/ton. Staff is expecting the 2020 prices to be approximately \$77/ton. Staff is expecting a request to participate in the State Contract in the next 2-3 weeks.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand, used "normal price salt", and saved a significant amount. History indicates that DPW has needed an average of 1,700 to 2,000 tons for a "normal season". Considering the amount and type of streets being added to the system with the increased use of brine solution, the average need is now considered 2,100 tons. Two times a normal season is approximately 4,200 tons.

At the end of the 2018-2019 season, DPW had approximately 2,500 tons in storage. We purchased 1,500 tons in the 2019-2020 season. The new salt storage dome along with the older salt barn have a total capacity of 7,300 tons. In the 2019-2020 winter season, DPW has used 2,900 tons and is anticipating that approximately 1,100 tons will be on hand in the storage facilities.

After another delivery from the last order is received, the 2020 budget will have approximately \$133,000 for salt. At \$77/ton, this would purchase just over 1,700 tons.

4,200 tons needed  
 (1,100) tons on hand now  
 (1,700) tons in 2020 budget  
 1,400 additional tons needed for 2020-2021 season

At \$77 per ton, the 1,400 tons would require a budget amendment of an additional \$107,800. Staff understands that the current budget and fund balance is tight and recommends that the 20% reserve be considered. Note that we do not have to purchase this reserve amount but it is available for the bid amount if needed.

Staff recommends the following strategy for a 2020-2021 salt order:

2,750 tons regular order (@\$77/ton = \$211,750)  
 550 tons for 20% reserve order (@77/ton = \$42,350)  
 3,300 tons needed = 4,200 tons needed – 1,100 tons on hand

So, Franklin could place an order for 2,750 tons with an expected cost of \$211,750. Subtracting Franklin's current budget of \$133,000, an additional appropriation of \$78,750 is needed.

**OPTIONS**

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

**FISCAL NOTES**

The finance implications are described in detail above. A budget amendment is needed.

**RECOMMENDATION**

Motion to direct Staff to participate in State contract for purchase of 2,750 tons of salt.  
 Engineering Department: GEM

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">03/17/2020</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend the Municipal Code, §10-19. Quarry Monitoring Committee, as it Pertains to Committee Membership; Amendment to the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as they Pertains to Committee Membership</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>6.17</i></p>

At the October 30, 2019 meeting of the Quarry Monitoring Committee (QMC), the QMC reviewed and discussed on the Administrative Rules and Procedures of the Quarry Monitoring Committee, and approved the following motion:

*A motion to recommend an amendment to the Rules and Procedures of the Quarry Monitoring Committee, to add a non-voting member selected by the Quarry Monitoring Committee and confirmed by the Common Council and that the Quarry Monitoring Committee ask the Mayor to appoint his citizen member by the first meeting of January 2020*

Alderswoman Wilhelm asked staff to draft the amendment text for the November 14, QMC meeting. The QMC reviewed the proposed amendments and approved the following motion:

*A motion to recommend the amendments to the Administrative Rules and Procedures of the Quarry Monitoring Committee, as presented in the November 14, 2019, meeting packet.*

The amendments to Administrative Rules and Procedures of the Quarry Monitoring Committee include:

- To add a citizen non-voting member selected by the QMC and confirmed by the Common Council, for a term of 3 years.
- To change the Aldermen service term from 2 years to 3 years, consistent with the Aldermanic term of 3 years. Additionally, the service term shall begin on May 1 instead of June 1, in the year of his or her appointment.

Annexed hereto are the above entitled ordinance amendment and an amendment to the Administrative Rules and Procedures for the Quarry Monitoring Committee, as recommended by the Committee at its meeting on February 27, 2020. The amendments provide for the addition of a non-voting citizen member to the Committee membership.

**COUNCIL ACTION REQUESTED**

A motion to adopt an Ordinance to Amend the Municipal Code, §10-19. Quarry Monitoring Committee, as it Pertains to Committee Membership;

and

A motion to approve the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as amended to provide for the addition of a non-voting citizen member to the Committee membership.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE, §10-19. QUARRY MONITORING COMMITTEE, AS IT PERTAINS TO COMMITTEE MEMBERSHIP

---

WHEREAS, the Quarry Monitoring Committee having review the Municipal Code as it pertains to the membership of the Committee and having recommended its amendment to provide for an additional non-voting citizen member; and

WHEREAS, the Common Council having determined the recommendation to be reasonable.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §10-19. of the Municipal Code of Franklin, Wisconsin, is hereby created to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text; unchanged text is not highlighted]*:

“§10-19. Quarry Monitoring Committee.

A. Composition. The Quarry Monitoring Committee shall consist of ~~six~~five members, two of whom shall be Aldermen and ~~four~~three of whom shall be citizens. One of the four citizen members will be a non-voting member.

B. Appointment. The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council, ~~and each of the other~~ ~~two~~ citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission or committee.

C. Term. The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~one citizen members shall serve for three years; the Aldermen members shall serve for ~~three~~two years and only during his

or her tenure in office, from ~~May~~June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~two years.

D. Duties. The Committee shall undertake all actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

E. Common Council retains jurisdiction. The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

F. The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ORDINANCE NO. 2020-\_\_\_\_\_

Page 3

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

§ 10-19 Quarry Monitoring Committee. <sup>(1)</sup>

[Added 6-4-2012 by Ord. No. 2012-2077]

**A.**

Composition. The Quarry Monitoring Committee shall consist of ~~six~~ five members, two of who shall be Aldermen and ~~four~~ three of who shall be citizens. One of the four citizen members will be a non-voting member.

**B.**

Appointment. The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council, ~~and each of the other~~ two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission, or committee.

**C.**

Term. The initial appointment shall be made as follows: ~~one~~ citizen member shall serve for one year; ~~one~~ citizen member shall serve for two years; and ~~two~~ one citizen members shall serve for three years; the Aldermen members shall serve for ~~three~~ two years and only during his or her tenure in office, from ~~May~~ June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~ two years.

**D.**

Duties. The Committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

**E.**

Common Council retains jurisdiction. The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

**F.**

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

[1]

*Editor's Note: Former § 10-19, Board of Electrical Examiners, added 3-6-2001 by Ord. No. 2001-1639, was repealed 4-5-2004 by Ord. No. 2004-1787.*

**THE QUARRRY MONITORING COMMITTEE**

**OF THE CITY OF FRANKLIN, WISCONSIN**

**ADMINISTRATIVE RULES AND PROCEDURES**

Adopted by the Quarry Monitoring Committee October 11, 2012

Revised and Approved by the Common Council December 4, 2012

The City of Franklin Quarry Monitoring Committee

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## ADMINISTRATIVE RULES AND PROCEDURES

### ARTICLE I

#### Name of Committee

The name of this operation shall be the "Quarry Monitoring Committee" of the City of Franklin, Wisconsin, hereinafter referred to as the "Committee".

### ARTICLE II

#### Duties and Expectations

The committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

Committee members are expected to notify the Committee Chair or staff representative if they are unable to attend a meeting, and come prepared and ready to participate in discussion.

### ARTICLE III

#### Authorization

The authorization for the establishment of this Committee is pursuant to the June 4, 2012, meeting of the Common Council under Ordinance No. 2012-2077.

### ARTICLE IV

#### Membership and Quorum

#### Section 1

The Quarry Monitoring Committee shall consist of ~~six~~ five members, two of who shall be Aldermen and ~~four~~ three of who shall be citizens. One of the four citizen members will be a non-voting member

The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council. ~~T~~and each of the other two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years At least one of the citizen members shall not be a member of any other City board, commission or committee.

One Staff member, assigned by the Mayor, will assume the duties of secretary to the Commission and perform the duties under Section 5.

Section 2 A quorum shall be three (3) members. All actions and decisions of the Committee shall be passed by simple majority except a motion to adjourn. A record of all Committee votes shall be kept as a part of its minutes. Each of the appointed members shall be entitled to one (1) vote, with the exception of the Committee selected citizen who will be a non-voting member. The Chair is a voting member and votes according to Roberts Rules of Order. Voting by proxy is not permitted. On a tie vote, the motion is lost.

Section 3 All citizen members shall serve without compensation. The Aldermanic positions are served in their official capacity.

Section 4 The Staff member assigned to the Committee by the Mayor and with the assistance of the Chair, shall prepare agendas for regular and special meetings and reports of Committee action. The Staff member shall be responsible for keeping the official minutes and records of the Committee and provide notice to all Committee members, arrange proper and legal notice of hearings, attend to correspondence of the Committee, as approved by same, and have such other duties as may, from time to time, be assigned by the Committee.

Section 5 The Committee Chair is to be elected at the first meeting of the Committee following the adoption of the Administration Rules and Procedures. The Chair shall be elected by the voting members present by majority voice vote and shall serve for one year. The Chair shall preside at all meetings and hearings of the Committee, having the duties normally conferred by parliamentary usage to such office.

Section 6 The Committee members shall select the Vice-Chair by majority voice vote during the first meeting after the adoption of the Administrative Rules and Procedures and shall serve for 1-year. The Vice-Chair shall preside at all Committee functions in the absence of the Committee Chair, and shall have the duties normally conferred by parliamentary usage to such office, including the signing of approved Committee reports and all other documents requiring the Committee signature pursuant to state and local law.

When the Committee Chair and Vice-Chair are unable to preside or fulfill the duties of the Chair and a quorum of the Committee is present for a properly noticed and scheduled Committee meeting or hearing, the staff assigned to the Committee may call the Committee to order and shall temporarily preside solely to allow the selection of a Chair Pro Tempore by and from the Committee members present. Upon selection, the Chair Pro Tempore shall preside and assume the duties of the Chair until the Chair or the Vice-Chair is able to preside or until re-appointments are confirmed by the Common Council.

## ARTICLE V

### Terms and Vacancies

The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~<sup>one</sup> citizen members shall serve for three years; the Aldermen members shall serve ~~three~~<sup>two</sup> years and only during his or her tenure in office, from ~~May~~<sup>June</sup> 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~<sup>two</sup> years.

**ARTICLE VI**

**Meetings**

- Section 1 Meetings of the Committee shall be subject to the call of the Chairman.
- Section 2 Any member of the Committee may, upon consultation with the Chair or in the absence, the Vice-Chair or acting Chair, place on a Committee agenda for consideration, discussion, action, etc. any matter that is properly within or related to the duties, rules, procedures, activities, etc. of the Committee.
- Section 3 Special meetings may be called by the Committee Chair. It shall be the duty of the Committee Chair to call a special meeting when requested to do so by a majority of the members of the Committee. Special meetings may be held at such times and places as shall be determined by the Committee.
- Section 4 All meetings of the Committee shall be open to the general public in accordance with the Statutes of Wisconsin (Open Meetings Act).
- Section 5 Unless otherwise specified, Robert's Rules of Order newly revised, shall govern the proceedings at the meetings of the Committee.

**ARTICLE VII**

**Order of Business**

- Section 1 The order of business at regular meeting and administrative sessions of the Committee shall be:
- a. Call to Order & Roll Call
  - b. Approval of Minutes of previous meeting(s).
  - c. Citizen Comment Period
  - d. Hearings
  - e. Business Items
  - f. Schedule next meeting
  - g. Adjournment
- Section 2 Agendas and other documents for all meetings shall, whenever possible, be delivered to the members of the Committee no later than the Monday preceding the regular meeting. In general, order of business shall follow the printed agendas. The order of business may vary from the printed agenda by consensus of the Committee members present.

**ARTICLE VIII**

**Public Meetings, Special Meetings, Workshops**

The Committee may from time to time hold public meetings, workshops and policy sessions which are required pursuant to state and local law, or which the Committee

deems to be in the public interest.

## ARTICLE IX

### Staff

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

Staff shall assist the Committee Chair or acting Chair in the preparation and distribution of Committee minutes, reports, agendas, and other materials.

## ARTICLE X

### Non-member Participation

#### Section 1

Letters, documents and other records relevant to matters before the Committee or within Committee duties are welcome at any time by submission to the Chair, subject to timing requirements established elsewhere herein. Submissions related to a specific matter before the Committee will be considered when the specific matter is considered. Submissions related to other matters within the Committee duties will be considered in the Business section of the agenda or as otherwise deemed applicable by the Committee.

#### Section 2

Except for properly noticed and scheduled public hearings, non-member testimony during Committee meetings shall be limited to 1) applicants with matters before the Committee, 2) persons with knowledge or expertise relevant to matters before the Committee or within Committee duties and 3) the mayor and aldermen of the City of Franklin. Such non-member testimony shall be permitted during the Citizen Comment period or at the discretion of and upon recognition by the Chair or on consensus of the Commission members present, and upon statement of name, address and basis for testimony.

#### Section 3

At a properly noticed and scheduled public hearing of the Committee, any person may speak on the specified subject of the hearing upon recognition by the Chair and statement of name and primary residence address.

## ARTICLE XI

### Amendments

Revisions or amendments to these Administrative Rules and Procedures (except items established in the statutes and regulations of the State of Wisconsin or the Municipal Code of the City of Franklin, Wisconsin, which shall be as adopted by the applicable authoritative body) shall require approval of a majority of the Committee membership.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	<b>MODIFY EMPLOYEE HANDBOOK SECTION III CLOTHING ALLOWANCE FROM \$250 TO \$350 FOR DEPARTMENT OF PUBLIC WORKS, AND SEWER AND WATER EMPLOYEES</b>	ITEM NUMBER  <i>G.18.</i>

**BACKGROUND**

The current Employee Handbook- Section III discusses clothing allowance (page 34) *[emphasis added]*.

- 1 *Department of Public Works [DPW], Sewer and Water [Utility], Custodial, and Inspection employees. Each employee shall be entitled to a clothing allowance of up to \$250.00 for coveralls, work shirts, work pants, gloves, overboots, safety glasses, and safety shoes. Public Works employees shall be reimbursed on the presentation of a receipt for safety shoes and uniforms which meet the City's standards. A payment will be made to an individual employee up to twice per year within approximately 3 weeks following a reimbursement request by the employee. Balances remaining after the second submission shall be forfeited. If the City requires employees to have identification patches (employee's name or City's name) on uniforms, the City shall provide the patches. Employees shall be permitted to purchase prescription safety glasses out of the money allotted for their clothing allowances subject to the approval of their supervisor.*
- 2 *Police Department clerical employees, Municipal Court employees, and Dispatchers who are required to wear a uniform shall be entitled to an annual clothing allowance of \$300 per calendar year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*
- 3 *Each Fire Department commander shall receive a uniform allowance in the amount of \$425 00 per year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*
- 4 *The Police Chief, Police Captains, and Police Inspector shall receive \$400 00 clothing allowance each year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*

DPW and Utility clothing allowance was changed from \$200 to \$250 in 2003. Staff would like the City to raise the DPW and Utility clothing allowance for their personnel to \$350 in 2020.

**ANALYSIS**

It is noted that with the exception of steel-toed work boots, the above list has not been interpreted as including articles needed for Personal Protective Equipment (PPE). PPE is required and provided by the Departments.

Unlike office employees, these staff are asked to work in the full gauntlet of weather conditions and dress accordingly with clothing that is subject to harsh conditions and needs replacement on a regular basis. Some employees will state that they typically purchase more than one pair of boots per year. A quick review of 2019 reimbursed receipts for DPW and Utility personnel indicates that almost all of the employees turned in receipts that justified a minimum of \$250 for clothing reimbursement. Looking at the list, it is obvious that \$250 only covers a portion of quality clothing needed to come to work and stay dry, clean and warm.

UTILITY DEPARTMENT	
Receipt Amount	Items on Receipt per Employee in 2019
\$232.31	Boots
\$250.00	Boots
\$254.38	Boots & Sweatshirt
\$254.47	Sweatshirts & Shirts
\$255.52	Jeans, Shirts, Sweatshirt & Socks
\$256.69	Pants & Shirts
\$257.48	Pants, Jacket, Knee Pads & Safety Clothing
\$261.67	Vest, Jeans & Socks
\$300.00	Jeans & Socks
\$326.23	Pants & Bibs

DPW DEPARTMENT	
Receipt Amount	Items on Receipt per Employee in 2019
\$251.59	Sweatshirts (2), Pocket Tees (2), Pants (2), Thermal Shirt
\$254.45	Work Boots, Underclothing & Socks
\$254.96	Sweatshirt, Pants, Boots, Jeans
\$255.97	Steel Toe Boots, Winter Boots, Facemask/Scarf
\$256.44	Hat, Shirt, Sweatshirts, Belt, Pants
\$257.22	T-shirts, Jeans, Pants, Belt, Socks
\$257.45	Pants/Jeans, Shirts/Pullovers, Socks
\$257.48	Rain pants jackets, kneeling pad, safety clothing, ear plugs, knee pads
\$258.44	Thermal Shirts, Work Boots, Socks
\$258.69	Jeans, Boots (2)
\$259.18	Long-Sleeve Shirt, Pants (2), Jacket (2), Boots - Steel Toe Rubber
\$264.95	Boots, Fleece Pants, Denim Overalls, Shirts
\$273.82	Pants (2), Thermal Socks, Bibs, Work Pants
\$274.55	Boots
\$287.21	Boots & Tuff Toe
\$300.56	Safety Glasses, 8 pair, lined jeans
\$320.45	Sweatshirt, Coat, bibs, Sweatshirt
\$326.23	5 pair work pants, Bib Overalls
\$374.98	Boots (2)
\$375.75	Insulated Shirts & Long Johns

Note that this paragraph of the Employee Handbook includes Custodial, and Inspection Staff. This topic is on the agenda for the March 16, 2020, personnel committee and their recommendation to Common Council may/may not include Inspection and Janitorial Staff.

**OPTIONS**

- A. Recommend to Common Council that the clothing allowance for DPW and Utility staff be increased from \$250 to \$350, or
- B Refer back to Staff with additional direction.

**FISCAL NOTE**

Both Departments have ability to adjust the accepted budgets for accommodating a change from \$250 to \$350.

**COMMITTEE ACTION REQUESTED**

(OPTION A) Direct Staff to modify the Employee Handbook Section III Clothing Allowance from \$250 to \$350 for Department of Public Works, and Sewer and Water employees.

Engineering. GEM

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>3/17/20</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.</b>

See attached listing from meeting of March 17, 2020.

**COUNCIL ACTION REQUESTED**



414-425-7500

**License Committee  
Agenda\*  
Aldermen's Room  
March 17, 2020 – 6:00 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>	
<b>License Applications Reviewed</b>		<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Class B Beer Class C Wine 2019-2020 New 6:05 PM</b>	<b>Asian Bistro LLC</b> Dba Sweet Basil 6509B S 27 <sup>th</sup> St, Kenneth Sithy, Agent			
<b>Operator 2019-2020</b>	<b>Evans, Destanie M</b> 726 Marquette Ave #2 South Milwaukee, WI 53172 Iron Mike's			
<b>Operator 2019-2020</b>	<b>Hintz, Robin A</b> 4334 W Howard Ave Milwaukee, WI 53220 Kwik Trip #857			
<b>Operator 2019-2020</b>	<b>Janiszewski, Frank J</b> 12301 W Ryan Rd Franklin, WI 53132 Xaverian Festival			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Franklin Public Schools – 4K</b> Fee Waivers: Park Permits Date of Event: 05/11/2020 or 05/12/2020 Location: Lions Legend Park			
<b>3.</b>	<b>Adjournment</b>			
		<b>Time</b>		

\*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.

<b>APPROVAL</b> <i>slw</i> <i>JK</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 3/17/2020
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>I.</i>

Attached are vouchers dated March 2, 2020 through March 12, 2020 Nos. 177604 through Nos. 177778 in the amount of \$ 2,686,317.58. Included in this listing are EFT's Nos. 4240 through Nos. 4251, Library vouchers totaling \$ 1,727.46, Water Utility vouchers totaling \$ 19,540.02 and Property Tax refunds totaling \$ 12,492.56. Voided checks in the amount of \$ (11,925.92) are separately listed.

Early release disbursements dated March 2, 2020 through March 11, 2020 in the amount of \$ 1,561,219.48 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

Vouchers approved at prior Council meetings that are included in this distribution.

Knight Barry	Velo Village	\$ 674,250.18
Title 100 Inc	Land purchase	\$ 340,798.60
<b>TOTAL</b>		<b>\$1,015,048.78</b>

The net payroll dated March 13, 2020 is \$ 387,407.03 previously estimated at \$ 389,000.00. Payroll deductions dated March 13, 2020 are \$ 209,468.32 previously estimated at \$ 213,000.00.

The estimated payroll for March 27 2020 is \$ 384,000.00 with estimated deductions and matching payments of \$ 423,000.00.

Attached is a list of property tax refund reimbursements EFT's Nos. 312 dated February 29, 2020 through March 12, 2020 in the amount of \$ 5,566.64.

Approval to release payment to Knight Barry for TID 7 infrastructure in the amount of \$ 166,662.74.

Approval to release payment to Knight Barry for TID 7 mortgage draw the amount of \$ 1,788,986.11

Approval to release payment to Selzer Ornst for City Hall Roof, HVAC and Fascia in the amount of \$ 168,965.40.

Approval to release payment to Geographical Marketing for GIS services in the amount of \$ 10,346.04

Approval to release payment to Chicago Title Company in the amount of \$248,243.89 for the purchase of land in the Corporate Park on S 27<sup>th</sup> Street.

The Library Board has not approved March 2020 vouchers for payment as of this writing.

Approval of Library vouchers will be considered at the March 23, 2020 meeting. Upon their approval, request is made to authorize the release of these payments not to exceed \$15,000.00.

**COUNCIL ACTION REQUESTED**

Motion approving the following.

- City vouchers with an ending date of March 12, 2020 in the amount of \$ 2,686,317.58 and
- Payroll dated March 13, 2020 in the amount of \$ 387,407.03 and payments of the various payroll deductions in the amount of \$ 209,468.32 plus City matching payments and
- Estimated payroll dated March 27, 2020 in the amount of \$ 384,000.00 and payments of the various payroll deductions in the amount of \$ 423,000.00, plus City matching payments and
- Property tax refund reimbursements with an ending date of March 12, 2020 in the amount of \$ 5,566.64 and
- Approval to release payment to Knight Barry in the amount of \$ 166,662.74 and
- Approval to release payment to Knight Barry in the amount of \$ 1,788,986 11 and
- Approval to release payment to Selzer Ornst in the amount of \$ 168,965.40 and
- Approval to release payment to Geographical Marketing in the amount of \$ 10,346 04 and
- Approval to release payment to Chicago Title in the amount of \$248,243.89
- Approval to release Library vouchers upon approval by the Library Board not to exceed \$15,000 00

**ROLL CALL VOTE NEEDED**