

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
MONDAY, FEBRUARY 19, 2018 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) Proclamation to The Polish Heritage Alliance, Inc. – Pride in Premises Award from South Suburban Chamber of Commerce.
 - (b) Proclamation to Summit Credit Union – Business of the Year Award from South Suburban Chamber of Commerce.
- C. Approval of Minutes:
Regular Common Council Meeting of February 6, 2018.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Donation from Robert Jester in the Amount of \$100 to be Deposited into the Police Donations Account.
 - (b) A Resolution to Amend the City of Franklin Investment Policy Statement for the City of Franklin Defined Benefit Retirement Plan.
 - (c) Three-Year Agreement for Towing and Storage of Motor Vehicles with N & S Towing, Inc.
 - (d) Renewal/Extension of Current Agreement with AT&T for the Continued Provision of Long-Distance Telephone Services.
 - (e) A Resolution Urging the State of Wisconsin to Enact Legislation Protecting Location Businesses, Apartment Owners and Homeowners from Tax Shifts.
 - 2. Franklin Senior Citizens, Inc. Program Update.
 - 3. Department of Public Works Winter Operation Procedures.
 - 4. Request from the Department of Public Works to Purchase System of Tracking Fleet from Precise MRM for \$6,800.
 - 5. Request from the Director of Finance to Proceed with the Sale of Note Anticipation Notes Authorized Per Resolution 2017-7299 on September 19, 2017 Authorizing the Sale of up to \$24.5 Million in Funding Project Costs Included in the Ballpark Commons Development Agreement.

Common Council Meeting Agenda

February 19, 2018

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6. An Ordinance to Amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title No. 8661 "Religious Organizations" to Allow for Such Use as a Special Use in the M-1 Limited Industrial District (Root River Church, Inc., Applicant).
7. Update for Design of the Extension of West Marquette Avenue from Approximately South 49th Street Westerly to South 51st Street.
8. An Ordinance to Amend Ordinance 2017-2301, an Ordinance Adopting the 2018 Annual Budgets for the Capital Improvement Fund for the City of Franklin for Fiscal Year 2018 to Provide Appropriations for Engineering for a West Marquette Avenue Extension.
9. Purchase a 2018 Ford F-550 Super Duty 4WD DRW XLT Regular Cab from Ewald Automotive Group, LLC for \$45,968.00 and Purchase Dump Body and Plow Accessories from Brake and Equipment for \$20,314.00.
10. Authorization for a \$400 Monthly Vehicle Allowance for Assistant Fire Chief Patrick Hays in Lieu of Regular Use of a Take-Home Vehicle.
11. Authorize Staff to Proceed with a Project for a Public Safety Services Review, Including an Options Assessment and Citizen Survey, Relative to Fire Department Services and Some Police Services for an Amount Not-to-Exceed \$42,000, Including but not Limited to a Contract with Mueller Communications.
12. Budget Preparation Timetable for the 2019 Budget.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of February 19, 2018.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

February 20	Spring Primary	7:00 a.m.-8:00 p.m.
February 22	Plan Commission Meeting	7:00 p.m.
March 6	Common Council Meeting	6:30 p.m.
March 8	Plan Commission Meeting	7:00 p.m.

City of Franklin **Proclamation**

Whereas, the South Suburban Chamber of Commerce holds an annual awards dinner recognizing local businesses and business leaders, and

Whereas, the Pride in Premises Award is given to a company who has demonstrated great care for their physical environment, for their buildings and surroundings, and

Whereas, The Polish Heritage Alliance, Inc., a cultural and educational 501(c)(3) non-profit organization, promotes understanding and appreciation of Polish heritage and culture as embodied in traditions, history, language, current affairs, and the arts, and

Whereas, Milwaukee's Polish community organized the first Polish Fest in 1982 to celebrate Polish heritage and to begin raising funds for the building of a Polish cultural center. This led to the 1987 purchase of land in Franklin, Wisconsin, and the opening of the Polish Center of Wisconsin's doors in August 2000—a Polish cultural treasure where people can come to share in tradition, culture, food, and fun, and

Whereas, designed in the style of a Polish country manor house, the Polish Center of Wisconsin is a fitting symbol of Poland's national heritage and tradition of gracious hospitality and unique in that every banquet room has a scenic view of the lake or the patio and its many colorful plantings and flowers, and

Whereas, the Polish Center of Wisconsin is located in a picturesque park-like setting that is cared for by many volunteers who donate countless hours to maintain its beauty and where its surroundings provide a natural, breathtaking, and perfect environment for any cultural, social, or civic venue, and

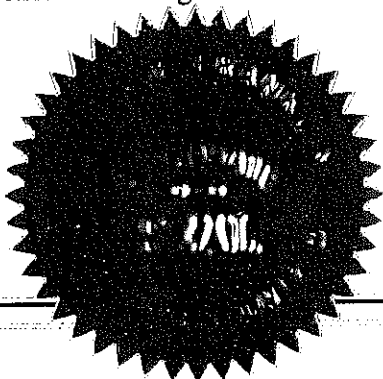
Whereas, the South Suburban Chamber of Commerce has named the Polish Heritage Alliance, Inc. and the Polish Center of Wisconsin as the winner of the 2017 Pride in Premises Award.

Now Therefore, I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, congratulate The Polish Heritage Alliance, Inc. and the Polish Center of Wisconsin for its care and pride and urge all citizens of the City of Franklin and the surrounding communities to join in commemorating and recognizing The Polish Heritage Alliance, Inc. and the Polish Center of Wisconsin for this great achievement.

Dated: February 15, 2018



Stephen R. Olson, Mayor



City of Franklin Proclamation

Whereas, the South Suburban Chamber of Commerce holds an annual awards dinner recognizing local businesses and business leaders, and

Whereas, the Business of the Year Award is given to a company for their success, their contributions to the local community, and their contributions to the community at large, and

Whereas, Summit Credit Union, located at 7750 S. Lovers Lane Road in Franklin, Wisconsin, offers the basic products like checking and savings accounts, credit cards, and loans, but also go an extra step further to provide financial guidance, education, tools, and one-on-one coaching for wherever you may be in your financial journey, and

Whereas, established in 1935, Summit Credit Union is a member-owned financial cooperative open to anyone, holds \$2.9 billion in assets, and has more than 172,000 members and 540 employees across its 34 locations throughout southcentral and southeastern Wisconsin, and

Whereas, Summit Credit Union prides itself on building relationships by providing honest advice and real solutions so that its customers can secure a bright financial future, and, since they are a not-for-profit financial cooperative, all of its earnings are redistributed right back to its members, and

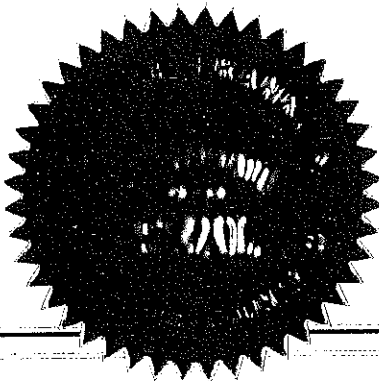
Whereas, in addition to serving its members, the Summit Credit Union employees serve in the community through volunteer efforts, partnerships with local charities, and with free financial educational events, and

Whereas, the South Suburban Chamber of Commerce has named Summit Credit Union as a finalist for the 2017 Business of the Year Award.

Now Therefore, I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, congratulate Summit Credit Union for its achievements and urge all citizens of the City of Franklin and the surrounding communities to join in commemorating and recognizing Summit Credit Union for its exemplary service to Greater Milwaukee and its support of our community.

Dated: February 15, 2018


Stephen R. Olson, Mayor



C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 6, 2018
MINUTES

- | | | |
|--|--------|---|
| ROLL CALL | A. | The regular meeting of the Common Council was held on February 6, 2018 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:32 p.m. and closed at 6:49 p.m. |
| RECOGNITION OF JOHN NELSON | B.2.a. | Police and Fire Commission Chair Robert Donohoo, presented a plaque of recognition to John Nelson for his past service on the Police and Fire Commission. |
| PROCLAMATION ARBOR DAY | B.2.b. | Mayor Olson presented a proclamation to designate May 5, 2018 as Arbor Day in the City of Franklin. |
| MINUTES
JANUARY 23, 2018 | C.1. | Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of January 23, 2018 as presented at this meeting. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| MINUTES
JANUARY 29, 2018 | C.2. | Alderman Taylor moved to approve the minutes of the special Common Council Meeting of January 29, 2018 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| DONATION | G.1. | Alderwoman Wilhelm moved to accept the donation of \$200 from the Franklin Fire Department Local 2760 Charity to the Health Department and to authorize dispensing the donation to five food pantries in the amount of \$40 each. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| RES. 2018-7346
PRELIMINARY PLAT AT
7501 S. 49TH ST. (RICK J.
PRZYBYLA, APPLICANT) | G.2. | Alderwoman Wilhelm moved to adopt Resolution No. 2018-7346, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR EVERGREEN PARK ESTATES SUBDIVISION (AT APPROXIMATELY 7501 SOUTH 49 TH STREET) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC, APPLICANT), as amended. Seconded by Alderman Dandrea. All voted Aye; motion carried. |

ENGINEERING SERVICES FOR EXTENSION OF W. MARQUETTE AVE. G.3.

Aldерwoman Wilhelm moved to direct staff to finalize a professional engineering design contract for execution by the City for the extension of W. Marquette Avenue, and report status at the 2/19/2018 Common Council meeting, using funds from the Capital Improvement Fund Contingency Account in an amount not to exceed \$34,000. Seconded by Alderman Dandrea. Alderman Dandrea withdrew his second. Motion died due to lack of a second.

Alderman Taylor moved to table the professional engineering design contract for the extension of W. Marquette Avenue and return it to the 2/19/2018 Common Council meeting. Seconded by Aldерwoman Wilhelm. Aldерwoman Wilhelm moved to call question. All voted Aye; motion carried.

On the vote to table the engineering design contract to the 2/19/2018 Common Council meeting, all voted Aye; motion carried.

ROLLUP DOOR FOR DPW SALT BARN G.4.

Alderman Taylor moved to authorize staff to purchase a roll-up door from GEIS Building Products, Inc. for \$14,165. Seconded by Alderman Mayer. Alderman Taylor withdrew his motion.

Alderman Taylor then moved to authorize staff to purchase a roll-up door from GEIS Building Products, Inc. for \$14,165 with funds to be taken from Contingency Account. Seconded by Alderman Dandrea. All voted Aye; motion carried.

2018 HIGHWAY EQUIPMENT REPLACEMENT FUND G.5.

Alderman Taylor moved to authorize staff to solicit equipment considered in the 2018 Highway Equipment Replacement Fund-Auto Equipment for the Board of Works to review and approve. Seconded by Alderman Mayer. All voted Aye; motion carried.

2018 HIGHWAY CAPITAL EXPENDITURES G.6.

Alderman Dandrea moved to authorize staff to solicit equipment considered in the 2018 Highway Capital Expenditures, Shop Equipment for the Board of Works to review and approve. Seconded by Alderman Mayer. All voted Aye; motion carried.

RECOMMENDATIONS FROM COMMITTEE OF THE WHOLE FIRE DEPT. STAFFING G.7.(a)

On a motion by Alderman Taylor, the 2/05/2018 Committee of the Whole presentation relating to current and future Fire Department staffing considerations was referred to Fire Chief and Director of Administration for consideration of a contract to be brought to the 2/19/2018 Common Council meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.

TID 5 PDD NO. 37 (THE
ROCK SPORTS
COMPLEX/BALLPARK
COMMONS)

G.7.(b) Pursuant to Wis. Stats. § 19.85(1)(e), the Committee of the Whole entered closed session on 2/5/2018, to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Development Agreement, the negotiation of agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons. (See Item G.8.)

CLAIM FROM NANCY
TOMASHEK

G.10. Alderman Taylor moved to deny the claim of Nancy Tomashek pursuant to Wisconsin Statute § 893.80(1g), based upon and in concurrence with the insurance adjuster that the investigation revealed that the City of Franklin was not negligent or liable for this accident as discussed in the Council Action Sheet. Seconded by Alderman Mayer. All voted Aye; motion carried.

LICENSES AND PERMITS

H. Alderman Taylor moved to approve the following:
Grant Operators' licenses to Dawn Klinko, 6830 W. Kathleen Ct.; Elizabeth Michuda, 3622 E. Barnard Ave., Cudahy; Melissa Murphy, 6157 S. 42nd St., Greenfield; and
Hold for appearance the Operator's license application of Deanna Umaske, 1721 Edgewood Ave., South Milwaukee.
Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve the following:
City vouchers with an ending date of February 1, 2018 in the amount of \$1,517,150.46; Payroll dated February 2, 2018 in the amount of \$371,663.57 and payments of the various payroll deductions in the amount of \$199,419.87, plus City matching payments; and Estimated Payroll dated February 16, 2018 in the amount of \$379,000.00 and payments of the various payroll deductions in the amount of \$381,000.00, plus City matching payments; and Property tax refunds and payments with an ending date of February 1, 2018 in the amount of \$5,919,261.17. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
TID 5 PDD NO. 37 (THE
ROCK SPORTS
COMPLEX/BALLPARK
COMMONS) BALLPARK
COMMONS SPORTS
ANCHORED MIXED-USE
DEV. PROJECT DEV.
AGREEMENT

G.8. Alderman Nelson moved to enter closed session at 7:25 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Development Agreement, the negotiation of agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:00 p.m., Alderman Barber moved to approve the Tax Incremental District No. 5 Development Agreement between the City of Franklin and BPC Master Developer, LLC substantially in the form as presented to the Common Council at this meeting, together with an additional municipal services cost agreement, a personal guaranty, and a disbursing agreement, as called for within the development agreement, with changes as may be approved by the Director of Administration, the City Attorney and the Director of Finance and Treasurer, in consultation with Bond Counsel and Quarles & Brady Special Counsel. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

*Lashun Gray v. City of
Franklin*
US DIST. COURT,
EASTERN DIST. OF
WISCONSIN, CASE
NO. 17-CV-1057

G.9. Alderman Barber moved to enter closed session at 8:01 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation (*Lashun Gray v. City of Franklin*, US DIST. COURT, EASTERN DIST. OF WISCONSIN, CASE NO. 17-CV-1057), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Taylor. On roll call, all voted Aye; motion carried.

Upon reentering open session at 8:12 p.m., Alderman Barber moved to instruct Litigation Counsel to secure a release that contains language that the ordinance involving sex offender location not be enforced against Mr. Lashun Gray while he lives at his current address and also to approve a settlement with monetary value not to exceed \$23,000. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 8:14 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>2/19/2018</i>
REPORTS & RECOMMENDATIONS	Police Department Donations Robert Jester	ITEM NUMBER <i>G.I.(a)</i>

The City of Franklin Police Department has received the following donation:

- 1) \$100.00 donation from Robert J. Jester in memory of late wife, Sheila.

COUNCIL ACTION REQUESTED

Motion to accept a donation of \$100 from Robert Jester to be deposited into the Police Donations Account.

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APPROVAL <i>Slw</i> <i>PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Feb 19, 2018
REPORTS & RECOMMENDATIONS	Resolution to amend the City of Franklin Investment Policy Statement for the City of Franklin Defined Benefit Retirement Plan	ITEM NUMBER <i>G.I.(b)</i>

The Finance Committee reviews the City Of Franklin Investment Policies periodically. It is a "best practice" to have established investment policies for money managed on behalf of the City or its retirement plans.

The policy was adopted in 2011 and reviewed in 2014.

The Finance Committee reviewed the investment policy changes prepared and recommended by the Director of Finance & Treasurer. The only change recognizes the fact that the Common Council has appointed the Director of Administration and Director of Finance & Treasurer as the Employer Representatives for the plan. A marked up Investment Policy is attached.

The policy will affect only funds under management by Principal Financial Advisors.

The Finance Committee recommends approval of the revised investment policy statement after reviewing it at the January 8, 2018 meeting.

Principal Financial Advisors have recommended adding a Real Estate investment to the investments in the portfolio which is concurred with by the City Representatives. This investment will likely be added in the first quarter of 2018, by reducing other Equity investments in the portfolio.

COUNCIL ACTION REQUESTED

Motion to approve Resolution 2018 _____ amending the City of Franklin Investment Policy Statement for the City of Franklin Defined Benefit Retirement Plan.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION TO AMENDING RESOLUTION 2011-6699 AN INVESTMENT POLICY
STATEMENT FOR THE CITY OF FRANKLIN DEFINED BENEFIT RETIREMENT PLAN

WHEREAS, the City of Franklin established guidelines for Principal in April of 2008 for retirement plan investments; and

WHEREAS, it is desirable, a best practice and requested by the Principal Financial Advisors investment manager to have established investment policy for these funds; and

WHEREAS, the Common Council has adopted the Investment Policy Statement dated March 1, 2011 presented by the Director of Finance & Treasurer and reviewed by the Finance Committee; and

WHEREAS, the Common Council desires to amend the policy to reflect the Director of Administration and Director of Finance & Treasurer as the City's Representatives to the plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that the City of Franklin Defined Benefit Plan Investment Policy Statement dated March 1, 2011 is amended as attached.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

**INVESTMENT POLICY FOR THE
CITY OF FRANKLIN BARGAINING EMPLOYEES (DPW)
DEFINED BENEFIT RETIREMENT PLAN**
(hereinafter referred to as "the Plan")

I. PURPOSE OF THIS POLICY

The City of Franklin, hereby establishes this investment Policy (hereafter referred to as the "Policy") for administering the Plan's investment program. The Policy sets forth the investment objectives and other policies that will be applied within the investment program to insure that the Plan is managed in a manner consistent with the Plan document, prudent-person rules and applicable law. By establishing and communicating clear investment objectives and policies, the City of Franklin can enhance the effectiveness of the Plan's investment program.

The City of Franklin reserves the right to amend this Policy at any time as deemed prudent or necessary at its sole discretion. Should any amendment to this Policy be required due to changes in the Plan document, changes in the actuarial report or a change in applicable law, the City of Franklin shall have due time to review such changes and prepare and implement an appropriate policy amendment. Because of the dynamic nature of the economic environment, developments in financial theories, and advances in technology, this Policy will be examined by the City of Franklin from time to time on a formal or informal basis and may, as a result of such examination, be revised by the City of Franklin.

II. INVESTMENT OBJECTIVES

The overall objective of this Policy is to provide guidance for the investment of contributions and other Plan assets, to help maintain adequate funding for Plan liabilities. The primary investment objectives of the Plan are as follows:

- **Return** – Obtain a reasonable long-term return consistent with the level of risk assumed. Specific return objectives may include fund performance that exceeds the rate of inflation, the assumed actuarial discount rate, and/or the total fund policy return which is typically defined as the return of a passively managed benchmark comprised of the target portfolio weights to each asset class.
- **Cost** – Seek to control the cost of funding the Plan within prudent levels of risk through the investment of Plan assets.
- **Diversification** – Provide diversification of assets in an effort to avoid the risk of large losses and maximize the investment return to the Plan consistent with market and economic risk.
- **Safety** – Preservation of principal by avoiding overly risky alternatives that may provide additional investment return but subject the portfolio to above market risk of large losses.

III. Asset Allocation Policy

The City of Franklin shall adopt and maintain an asset allocation policy that is based on several factors including:

- The projected liability stream of benefits and the costs of funding that liability stream;
- The relationship between the current and projected assets of the Plan and the projected actuarial liability stream;
- The historical performance of capital markets adjusted for the perception of future short and long-term capital market performance;
- The perception of future economic conditions, including inflation and interest rate assumptions.

The asset allocation policy identifies equity and fixed income target allocations to eligible asset classes. The Employer's representative using recommendations of the investment manager will set the target allocations as to size, style, concentration, how managed and, where appropriate, suitable ranges within which each asset class can fluctuate as a percent of the total fund. Each asset class is to remain suitably invested in permitted securities or cash equivalents as the market and the asset allocation dictates. The asset classes may be rebalanced from time to time to take advantage of tactical market conditions across major asset classes or investment styles, or to align the current asset mix with strategic targets.

The asset allocation will be 50% to 75% of total assets to be invested in domestic and international equity funds and 50% to 25% of total assets invested in fixed income securities.

IV. Investment Classes

While the Plan is not governed by the Employee Retirement Income Security Act of 1974 (ERISA), the City of Franklin may consider all asset classes that would be permitted under ERISA's "prudent person" standard (as interpreted by the various courts) as acceptable investment options, provided such investments are permitted by the Plan document and other applicable laws including but not limited to Section 881.01 of the Wisconsin Statutes. To the extent that the City of Franklin deems it appropriate and consistent with the Plan document and this Policy, the City of Franklin may select one or more customized investment portfolios and retain an investment manager to manage the assets of each such portfolio.

The following asset classes are permitted for Plan investment options:

Equities – investments through Domestic stocks, International Stocks, Real Estate or Commodities as described below. The preferred ownership would be through mutual funds though investments in individual equities would be considered based upon the strategy of the investment manager and the benefit to the Plan.

1. **Domestic Stocks** - portfolios composed primarily of the common stocks of U.S. domiciled corporations. Investment options may include different sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend). Such options may be broadly diversified or concentrated (sector funds), and may be either actively or passively managed (indexed).
Strategic Purpose: Long-term growth
The balance equity portfolio not allocated to other categories
2. **International Stocks** – portfolios composed primarily of the common stocks of corporations domiciled outside of the U.S. Investment options may include different regional and emerging markets funds, a variety of sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed).
Strategic Purpose: Long-term growth, diversification
Limit 25% of equity portfolio
3. **Real Estate** – portfolio consists primarily of owned real estate investment options including real estate investment Plans of all types and other commingled real estate equity investment options.
Strategic Purpose: Income, diversification, inflation hedge
Limit 10% of equity portfolio
4. **Commodities** – portfolio consists primarily of owned commodity investment options through commodity funds and other commingled commodity equity investment options.
Strategic Purpose: Income, diversification, inflation hedge
Limit 5% of equity portfolio
5. **High Yield Fixed Income Securities** – portfolio consists primarily of non investment grade debt securities issued by the U.S. government, U.S. government sponsored/related agencies, and U.S. domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations.
Strategic Purpose: Income, diversification, inflation hedge
Limit 5% of equity portfolio

Fixed Income – portfolios primarily composed of investment grade debt securities issued by the U.S. government, U.S. government sponsored/related agencies, and U.S. domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations. Investment options may include quality ranges (high or medium), durations (short or intermediate), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed). Cash Equivalents will be considered as part of the fixed income investments.

Strategic Purpose: Income, diversification, deflation hedge (international only), hedge for current liabilities.

V. Investment performance goals

It shall be the goal of the Plan to earn an investment return equal to the long term investment returns of the market. Over numerous long term periods the equity markets have experienced ten percent investment returns and the fixed income markets have experienced five percent investment returns. Under the above investment returns it is reasonable to project an eight percent investment return on the Plan portfolio under 65% equity allocation and 35% fixed income allocation over a long period of time.

VI. Investment measurement criteria

The investment manager shall be measured on equity investments against the investment return of the US equity market (S&P 500 index). The investment manager may also benchmark against other investment return indexes for specific portions of the equity portfolio as appropriate and agreed to by the Employer representative.

The investment manager shall be measured on fixed income investments against the investment return of the (Barclay Capital Aggregate Bond Index).

The ~~initial~~ Employer representative of the City of Franklin shall be its Director of Finance & Treasurer and Director of Administration.

This investment policy shall be reviewed each year during the first quarter.

VII. Investment restrictions

The Plan and therefore the investment manager is subject to the restrictions of Wisconsin Statutes section 881.01. In addition Fund should be structured to minimize risk levels within the approved asset allocation the likelihood of sharp declines in principal values. The possibility of moderate declines in total value is a risk the Plan accepts as necessary to achieve the desired long-term results.

The Plan is not to invest directly in private placements, letter stock, any investment without an ascertainable market value, venture capital, futures, and uncovered options. It may not directly engage in short sales, margin transactions or other specialized investment activities. However, to the extent that mutual funds or separate account managers utilize such investments and strategies, then such activity will be acceptable within the general confines of this policy provided that they are not a core attribute of such fund or manager.

VIII. Monitoring of Investment Managers and Investment Options

The objective of the investment manager monitoring process is to identify on a timely basis any adverse changes to the investment manager's organization or investment process by periodically evaluating a number of qualitative and quantitative factors. In addition, once adverse changes are identified, the monitoring process shall also dictate the timing and manner of response.

Using information provided by the investment manager the City of Franklin through its Employer representatives shall evaluate the investment managers/options at least annually, in addition to using any other factors the City of Franklin believes are appropriate to the inquiry. These factors are intended to insure that decisions to retain investment managers/options are made with a prudent degree of care and that excessive risk is avoided.

If results from the monitoring process indicate substandard investment performance or a potentially adverse change in the investment manager's organization or investment process, the City of Franklin may choose one of several courses of action including but not limited to assigning the investment manager/option a temporary probationary status, undertaking an in-depth review, reducing the size of the investment manager's portfolio by assigning a portion to a new investment manager, or terminating the investment manager/option.

Being placed on a probationary status is meant to convey the City of Franklin's increased level of concern about a particular issue or event, which if left unresolved, could endanger the future relationship with the investment managers/options. An in-depth review may be undertaken as a result of the investment manager/option failing to rectify the issues that led to their placement on a probationary status, or in response to a major adverse change in the investment manager's organization or investment process to the extent that the City of Franklin seriously questions the firm's ability to manage the portfolio going forward. The purpose of the in-depth review is to determine whether terminating the manager/option is an appropriate course of action.

IX. Elimination of Investment Managers and Investment Options

The City of Franklin may eliminate a Plan investment manager/option any time the City of Franklin deems it in the best interests of the Plan. The City of Franklin may also eliminate any existing investment manager/option for the following reasons:

- Changing investment manager or investment option practices such that they are no longer materially consistent with this Policy, or this Policy changes so that it is no longer materially consistent with the practices of an investment manager or investment option; and,
- Final recommendation of an in-depth review.

The City of Franklin may also add, eliminate, or replace any Plan investment option as the needs of the Plan change, or for any other prudent reason.

X. Selection of Investment Managers and Investment Options

The City of Franklin shall select investment managers and, where appropriate, investment options based on the evaluation of qualitative and quantitative factors. The manager selection process will focus on the following five key aspects of an investment management firm and investment option:

1. **Organization** – evaluate the key elements of an efficient and successful investment management organization such as stable firm ownership, clear business objectives, industry reputation, and experienced and talented investment staff.
2. **Investment Philosophy and Process** – evaluate the key elements of a valid and well-defined investment approach such as unique sources of information, disciplined buy/sell decisions, systematic portfolio construction, and adequate risk controls.
3. **Resources** – evaluate the state of current and proposed resources supporting the investment process including the quality and depth of research and the adequacy of information management, compliance and trading systems.
4. **Performance** – evaluate investment managers' historical returns and risks relative to passive indexes, and peer groups over longer time periods, like three and five years.
5. **Management Fees** – evaluate the proposed fee structure relative to the industry and other competing candidates to ensure fees are appropriate

These factors are chosen to insure that investment manager/option selections are made with a prudent degree of care, and that excessive risk is avoided. Notwithstanding the above, the City of Franklin may also include other factors that they believe are appropriate to a specific manager/option selection exercise.

Policy Established
Policy reviewed

March 1, 2011
January 8, 2018

Resolution 2011- 6699

4/1/2014
1/8/2018

APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 2/19/18
REPORTS AND RECOMMENDATIONS	Three-Year Agreement for Towing and Storage of Motor Vehicles with N & S Towing, Inc.	ITEM NUMBER <i>G.I.(a)</i>

The current 3-year vehicle towing and storage of motor vehicle agreement with N & S Towing, Inc., including three 1-year extensions, will expire on February 28, 2018. Proposals were solicited, and one proposal from N & S Towing, Inc. was received and opened on January 30, 2018.

Upon review by the Police Chief and City Clerk, and in consideration of the high quality of prior service provided and the reasonableness of the proposal submitted, it is recommended that the Common Council approve the 3-year vehicle towing and storage of motor vehicles with N & S Towing, Inc., subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

Motion to approve the agreement with N & S Towing, Inc. for vehicle towing and storage of motor vehicles for the period March 1, 2018 through February 28, 2021.

AGREEMENT FOR TOWING AND STORAGE
OF MOTOR VEHICLES
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.
MARCH 1, 2018 THROUGH FEBRUARY 28, 2021

SECTION 1 SERVICE POLICY

The Contractor shall provide prompt, efficient and courteous towing and storage of stolen, disabled, abandoned and illegally parked motor vehicles and vehicles needed for evidence upon request from the Police Department, or Fire Department under the authority of the Police Department, as set forth under the terms of the Towing and Storage of Motor Vehicles Agreement. The public department of the Contractor, having been called to a scene by a representative of the City of Franklin, is considered to be a reflection upon the City and therefore, the parties agree that quality service, at a fair price, including prompt, efficient and courteous services are a substantial consideration required by this agreement and must be provided by Contractor.

SECTION 2 CHARGES

- A. Contractor may charge the owner of a vehicle for services requested by the City of Franklin only as set forth in the schedule of prices below.

SCHEDULE OF PRICES TO BE PAID BY OWNER

DISABLED OR ABANDONED VEHICLES

ITEM

- | | |
|---|---------------------------|
| 1) Towing Disabled or Abandoned Vehicle to Contractor's Shop or within Five Miles Distance of towing location | |
| Up to 10,000 GVW | \$ 75.00 per vehicle |
| Over 10,000 GVW | \$275.00 per vehicle |
| 2) Towing Rate Per Mile After First Five – Destination Other Than Contractor's Shop | |
| Up to 10,000 GVW | \$ 3.50 per vehicle |
| Over 10,000 GVW | \$ 4.50 per vehicle |
| 3) Roadside Service Charge | |
| Up to 10,000 GVW | \$ 50.00 per service call |
| Over 10,000 GVW | \$125.00 per service call |
| 4) Flatbed Use – only when needed | \$125.00 per use |
| 5) Winching Service Charge | |
| Up to 10,000 GVW | \$ 75.00 per call |
| Over 10,000 GVW | \$200.00 per call |
| 6) Winching Rate Per Hour | |
| Up to 10,000 GVW | \$125.00 per hour |
| Over 10,000 GVW | \$300.00 per hour |

- 7) Outside Storage Per Day

Up to 10,000 GVW	\$ 25.00 per day
Over 10,000 GVW	\$ 75.00 per day

- 8) Inside Storage Per Day

Up to 10,000 GVW	\$ 30.00 per day
Over 10,000 GVW	\$100.00 per day

- 9) Other

After hours release fee	\$30.00
Motorcycle, low riders, boats, trailers and other miscellaneous recreational vehicles or Machinery	\$50.00
Specialized equipment such as skis, ramps, tie down straps used to facilitate a tow	\$50.00
Tarping of vehicle	\$50.00 per tarp used
Extra Truck	\$120 per hour
Bagging a Window	\$5.00 per bag
Use of Enclosed Trailer	\$150.00 per hour
Vehicles over 10,000 GVW:	
Per additional truck	\$200.00 per hour
Service truck	\$200.00 per hour

Leasing, renting, or subcontracting specialty equipment will be the cost plus 10% mark up.

N & S Towing Inc. will not charge the City of Franklin for the towing of Police Department vehicles into and out of the Police Department/D.P.W. up to 15 miles which are owned by the City and assigned to the Police Department.

N & S Towing Inc. will discount any invoices billed to the City of Franklin, for vehicles towed to their Police Department, not owned by the City of Franklin at the time of tow, if the City of Franklin seizes that vehicle for the purpose of sale at a city auction. N & S Towing Inc. will reduce the invoice fifty percent.

Any vehicle towed to the City of Franklin Police Department and returned to the owner/representative of the owner or to the insurance company/representative of the insurance company for the vehicle owner shall be paid in full by said person prior to the release of the vehicle to the owner/representative of the owner or to the insurance company/representative if the insurance company for the vehicle owner.

B. Explanation of Charges

1) Tow Rates

Round trip flat towing rates shall apply to either a tow to the Contractor's shop regardless of the distance or to any other location at the option of the vehicle owner up to a distance of five miles. The rate shall apply regardless of the location, position, or condition of the vehicle to be towed. The same rate shall apply to day, night or holiday towing. No extra charge shall be made for hookup to turn vehicle around.

2) Mileage Rates

The mileage rate will apply to up to 20 additional miles towed after the first five miles and will be added to the flat rate where the destination is other than the Contractor's shop. Any charges to a customer for towing to a destination more than 25 miles from vehicle pickup shall only be made upon the customer's signed acceptance of the Contractor's written proposed charges for same.

3) Roadside Service

Roadside service is changing a tire, jump starting a vehicle, lock out services and/or providing gasoline reasonably necessary to reach a proximate gasoline service station, at cost.

4) Flatbed Use

Contractor shall dispatch a flatbed truck upon a Police Department request for such equipment.

5) Winching or Uprighting Service Charge

The service charge price shall cover the charge for providing a vehicle to the scene and shall cover the first 15 minutes of winching or uprighting service.

6) Winching Rate Per Hour

In the event winching or uprighting service is necessary, after the first 15 minutes, the charge for time shall be at the hourly rate, but such charge shall be made in 6 minute increments of time actually used in such operations at 1/10th of the hourly rate.

The rate for this item shall be charged for all other unusual services required to be performed by the Contractor which are not otherwise covered by these specifications such as, but not limited to, disconnecting the drive shaft and unlocking air brakes where necessary to prepare the vehicle for towing.

7) Outside Storage

Outside storage shall be the flat rate per vehicle per calendar day.

8) Inside Storage

Inside storage shall be the flat rate per vehicle per calendar day.

The rates quoted herein are for each tow truck with operators necessary to perform the service required. No charge shall be made for extra vehicles and equipment which in the opinion of the City are not necessary for the performance of service required.

C. Contractor shall make no charges for display of vehicle as set forth in Section 8 of the Agreement.

D. No charge shall be made to the City of Franklin for the services provided under the Agreement unless services are provided to a vehicle owned by the City, or unless the City agrees to pay for such services under a written request for same prior to the performance of the services. Services for which the City may be charged shall be requested by the City and shall be evidenced by a written invoice delivered from the truck operator at the scene to the City representative at the scene, which shall set forth the charges for such services. Additionally, Contractor shall send a copy of such invoice for such services to the Police Chief by mail or fax within 30 days of rendering such service. Such timely invoicing is a precondition to any City obligation for the payment of such charges.

E. Contractor shall conspicuously display the authorized automobile towing and storage charges and have available for immediate customer review upon request all charges authorized by this agreement at the place of storage.

F. Contractor shall give a numbered receipt to the owner of each vehicle serviced under the Agreement itemizing all services performed. Contractor shall maintain a copy of each receipt for the duration of this Agreement and for a period of three (3) years thereafter. Contractor's copies shall be available for inspections and copying by the City during normal business hours. Contractor shall accept personal checks, provided that the payor provides a picture I.D., and provided that the customer's check has a check number higher than 500. No business checks shall be accepted unless the payor is an individual "doing business as". Contractor shall accept Visa, Mastercard or Discover credit cards for all services, including services performed on the road, unless at the time of presentation by the customer and entry by Contractor to the subject charge card company for transaction validation and acceptance, the charge card company, due to its operations, is inaccessible, under which circumstances the Contractor shall transport the customer to an automatic teller machine proximate to the scene so the customer may pay in cash, without additional charge by the Contractor for such transportation service.

SECTION 3 NOTIFICATION OF TOWING SERVICE

When service is required, the Police Department or Fire Department under the authority of the Police Department, will call for service unless the driver of the vehicle requests his own towing service, which will be called if, in the opinion of the Police Department or Fire Department under the authority of the Police Department, the vehicle will be removed expeditiously.

The City will notify the towing contractor directly. No mechanical answering service or intermediary will be called. Contractor must be available to respond to calls and provide towing service 24 hours per day.

Upon notification by the City, Contractor shall promptly send a tow vehicle to the designated destination and shall provide roadside service or remove the vehicle(s) if so designated by the Police or Fire Department or the vehicle owner. After such notification to report to the scene, only the Contractor will be permitted to do the winching and towing or servicing; provided, however, that upon any notification or call for services by the City, the response time to arrive at the scene from time of call for a tow truck or flatbed truck shall be no more than 30 minutes, unless there are adverse weather conditions in the sole judgment of the Police Department. Upon any call or notification by the City, the Contractor shall provide an estimated time of arrival in minutes, in order to assist the City in any activities it may be undertaking at the scene. In the event the Contractor does not arrive at the scene within 30 minutes from City call, if the Contractor does not provide an estimated time of arrival in minutes upon City call, or if no person answers (human response) a City call for service for any reason, the City may request any necessary vehicle towing or removal services from any other person or entity and under such circumstances, no charge, fee or compensation whatsoever shall be due to Contractor for any reason upon such call for alternate services. Upon a Police Department notification simultaneously requesting more than one tow truck for more than one tow at a single location and where, in the judgment of the Police Department, any traffic obstruction at such location may be cleared by way of removing all vehicles from traffic lanes with a single tow truck and where Police or City emergency service personnel may thereupon leave the location with the cleared vehicles in the custody of the Contractor, the 30 minute response time shall not apply to the arrival of subsequent tow trucks to the initial responding tow truck.

The City shall not be responsible if the vehicle owner performs his own service and drives from the scene. Costs of responding in this situation shall be absorbed by the Contractor. There is no cost recovery for the Contractor if a service call is canceled after a truck is dispatched.

There shall be no charges assessed by the Contractor to anyone for canceled calls or where no one is present at the scene of the call. No charges whatsoever may be made by the Contractor for items not quoted on above, such as "delays".

The Contractor shall maintain a daily log of town, roadside or other service calls received during the duration of this agreement. This log shall include the time the call was received and the number of the invoice for service performed issued to the party towed or serviced. Contractor shall maintain in its files copies of all such invoices and all records pertaining to this agreement during the duration of this agreement and for a period of three (3) years thereafter. Contractor agrees to maintain and make available for inspection and audit by the City Clerk or any authorized representative of the City, its daily logs and copies of all invoices and all records pertaining to this agreement at its office upon written notice by the City.

SECTION 4 EQUIPMENT

A. Contractor must provide to the City Clerk evidence of ownership or lease, a minimum of two trucks; at least one with a GVW rating of not less than 12,500 pounds and a lift boom having a minimum capacity of 6 tons.

All trucks shall be equipped with necessary safety devices, lights meeting ICC Regulations, safety gasoline cans and a reasonable supply of tools to provide roadside service as "roadside service" is defined in this agreement.

B. Contractor must provide to the City Clerk evidence of ownership, lease, or subcontract of a minimum of one extra heavy duty wrecker tow truck, with a capacity of no less than 60,000 pounds, capable of lifting on its boom and traveling with a suspended dead weight of 18,000 pounds.

C. All trucks shall be equipped with emergency lighting as required by §347.26(6)(a) and (b), Wis. Stats.

D. Inspection. Equipment and operating condition of each wrecker and tow truck will be subject to inspection and approval by the City at any time after award of contract. Any change of equipment during the term of the contract shall be brought to the attention of the City Clerk, unless equipment equal to or better than that replaced from a service-enhancement standpoint is provided, and will be subject to re-examination for approval or rejection.

SECTION 5 DEBRIS AND CLEANING

Whenever the Contractor is called to an accident scene, Contractor shall, before leaving the scene, remove all large debris such as bumpers, windshields, doors, body panels and the like, provided that such removal and cleaning may be accomplished without unreasonable delay to the

Contractor at the scene. Oil and gasoline spills, hydrant breaks, signal and lamp outages, tree damage and the like shall be reported by the Police to the proper agency for barricading and cleanup as conditions warrant.

SECTION 6 STORAGE FACILITIES

- A. Storage facilities must be located within 13 miles of the City so as to be convenient for supplying the safe and prompt service required by the Agreement.
- B. Storage facilities may be owned or under lease for the duration of this contract. Contractor shall furnish evidence of ownership or lease of required storage facilities to the City Clerk prior to the effective date of this Agreement.
- C. Stored vehicles shall be protected in a fenced-in well lit and locked yard.
- D. Storage facilities must conform to all laws, ordinances and regulations applicable where located.
- E. Storage facilities shall be of sufficient size to accommodate at least 40 motor vehicles at one time.
- F. Personal property may be removed from a motor vehicle pursuant to Section 349.13(5), Wis. Stats. The written agreement to pay the full charges for towing and storage upon a removal of personal property by the owner pursuant to Sec. 349.13(5) (b) (4), Wis. Stats., shall be in the form and pursuant to the terms approved by the City.

SECTION 7 DISPLAY AND REMOVAL OF VEHICLE

- A. Upon request of the towed vehicle owner, insurance company, authorized salvage buyer or the City, Contractor shall, at no charge, promptly move the vehicle to a space where an inspection may be made or pictures taken.
- B. No charge to the towed vehicle owner by virtue of this contract shall be made for any estimate or appraisal as to costs of repairs. No repairs shall be made without the written consent of the towed vehicle owner.
- C. The towed vehicle owner or representative shall have the privilege of removing the owner's vehicle from the custody of Contractor at any time within 30 days of storage (unless contrary to the City's orders) by paying towing and storage charges to Contractor in accordance with the schedule established by this proposal.
- D. An attendant shall be in attendance at the place of storage during the following hours as a minimum:
 - Monday through Friday Inclusive - 8:00 a.m. - 5:00 p.m.
 - Saturday - 8:00 a.m. - 12:00 noon
 - (Exclusive of those Holidays on which City Hall is closed)
- E. In case of emergency, as determined by the Franklin Police Department, Contractor shall provide access to storage areas during hours other than those listed herein. If the towing Contractor has to make an extra trip to open his place of business after hours, he may charge the vehicle owner a service fee of \$20.00.

SECTION 8 RETENTION TIME AND NOTIFICATION

A. SALE OF VEHICLE

When a vehicle is not claimed by the Owner or Owner's representative within ten days after towing, the Contractor may proceed to sell or junk the vehicle under the provisions of Section 779.415, Wis. Stats. Contractor shall notify the Police Department before proceeding under this provision. Should a deficit occur after such proceedings, such deficit shall not be paid by the City, and shall be absorbed by the Contractor.

B. NOTIFICATION TO POLICE

When a report is required under Section 342.31(2), Wis. Stats., for vehicles stored as a result of this contract, a copy of such report shall be submitted to the Police Chief.

C. POLICE DEPARTMENT HOLDS.

The Police Department in its discretion may place a hold upon any vehicle at the scene or while in the custody of Contractor by the execution of a hold/release form utilized by the Police Department for such purposes. Such hold form shall be executed by a member of the Police Department and shall bind the Contractor to hold such vehicle until Contractor receives a release direction in writing signed by the Police Department. If such hold is placed on the vehicle at the scene of vehicle removal services, the Police Department shall deliver a copy to the Contractor's truck operator responding to the scene, who shall sign the hold form as received. Should the Police Department place a hold on a vehicle subsequent to its removal from the scene, such hold shall be binding upon the Contractor upon fax of same to Contractor. The Police Department will courtesy call Contractor to advise of such fax upon same and Contractor shall immediately sign and return fax the hold form acknowledging receipt thereof. Contractor shall maintain its fax machine so that it is operational 24 hours per day. Without in any way intending to waive or excuse Contractor's duty to maintain an operational fax machine, in the event that fax service is unavailable, any notification of hold or hold release to Contractor under this subsection may be made by personal delivery of the notice to Contractor's place of business or by telephone call and mail to Contractor. Holds shall be released in the same method of form execution, delivery and return by the City and Contractor, respectively, as set forth above for the placing of holds.

SECTION 9 SERVICE STANDARDS

The Contractor shall provide courteous, polite, prompt and efficient services. Operators of the towing vehicles shall be courteous, clean, and neatly dressed in coveralls or uniform, and shall at all times conduct themselves in a workmanlike manner when carrying out the terms of the contract. A Contractor who cannot immediately dispatch trucks to calls, particularly in sub-zero weather, is not providing adequate service. Contractor shall meet the standards and terms of the Agreement. In the event Contractor disagrees with any direction given by Police or Fire Department personnel pertaining to Contractor's current services, Contractor or Contractors representative may state such objection to such City representative at the time of such direction for consideration by such City representative, but shall not further contest or fail to follow such directive if it remains unchanged, except by subsequent written complaint to the Chief of Police specifying the particulars of such objection.

SECTION 10 RULES AND REGULATIONS

A. Safety precautions shall be foremost in the operator's mind so that Contractor and the lives of others can be protected. Contractor shall operate Contractor's vehicles and towing equipment in accordance with the Motor Vehicle laws and all applicable federal, state and local laws.

B. Contractor shall comply with all required federal, state and local laws to provide towing service and provide current copies of all licenses, permits and authorizations required to perform this contract to the City Clerk.

SECTION 11 INDEMNIFICATION AND INSURANCE

A. Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation of the foregoing, Worker's Compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with the performance of the Agreement, regardless of whether such injury loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault (a) of Contractor, or (b) sublet work of Contractor hereunder; or by any agent(s) or employee(s) of any of the foregoing; or by accident; or otherwise.

B. Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands, and actions. Contractor shall secure, at its own cost and expense, insurance in amounts and with a Company licensed to do business in Wisconsin which is acceptable to and approved by the City Clerk against the liability assumed in this paragraph by the Contractor.

C. 1) Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Wisconsin, insurance of the kinds described in Paragraph 3, to protect against claims which may arise out of or result from Contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The City shall be named as an additional insured on policies under 3.b.-e.

2) The insurance required shall be written for not less than the limits of liability specified in Paragraph 3, or required by law, whichever is greater.

3) The types of insurance required by Paragraph 1 and the limits of liability required by Paragraph 2 shall be as follows:

Types of Insurance	Limits of Liability
Unemployment and Social	As required by Federal and State Security Laws.
Worker's Compensation	As required by applicable Worker's Compensation Laws
Employer's Liability	\$500,000 per occurrence

Automobile Liability	Bodily Injury \$1,000,000 each person each occurrence. Property damage \$500,000 each occurrence.
Garagekeeper's Legal	\$500,000 Liability for Customer's property for fires, theft, collision, riot, civil commotion, malicious mischief, and vandalism

SECTION 12 TERM AND TERMINATION

This agreement shall be for a period of three years, commencing March 1, 2018. The City reserves the right to interpret the agreement language, to determine finally all performance of this agreement and to evaluate the performance of the work specified herein. Notwithstanding any other provisions of this agreement, the City shall have the absolute right to terminate this agreement without cause upon giving 60 days written notice to Contractor. This agreement may be extended upon the mutual agreement of the parties for up to three additional one-year terms.

The City may terminate this agreement forthwith for cause. The term "cause" as used herein shall be any default by the Contractor; any assignment of the Agreement by the Contractor without the written consent of the City; if the Contractor is adjudged bankrupt; if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed; that the Contractor is violating any of the conditions of this contract or that he is executing the same in bad faith or otherwise not in accordance with the terms of this contract. Any employee of the Contractor who willfully, negligently or ignorantly fails to perform his duties or assignment or is disobedient or abusive to the public, a fellow employee or to representatives of the City, shall upon written order from the City Clerk be discharge from the work.

SECTION 13 SUSPENSION AND SANCTIONS

A. SUSPENSION

If during the term of this contract, the Contractor, or any of its duly elected officers if it be a corporation, is charged with a crime, the City Clerk shall have the right to suspend the operation of the Contractor, pending the determination of such criminal action. The Contractor, by its acceptance of this contract, hereby waives the right to any challenge of such suspension, excepting where no such criminal charge was made, and any and all claims for damages due to such suspension regardless of the outcome of such criminal action.

B. SANCTIONS

Any written complaint received by the office of the City Clerk pertaining to any services or work performed by Contractor under this Agreement shall be forwarded to Contractor within 10 days of receipt and Contractor shall respond to such complaint in writing within 10 days of the date of mailing or fax of same to Contractor. Such response shall be returned to the City Clerk, shall be in writing and shall set forth whether the Contractor agrees, disagrees or otherwise holds any position with regard to the subject matter of the complaint. The City Clerk shall review such complaint and any response received from Contractor to determine whether such complaint constitutes a violation of this agreement and whether, if there are any monetary charges by Contractor pertaining to such violation, such charges shall then be forfeited and not due and owing to the Contractor. Such determination by the City Clerk shall be a determination as described pursuant to §68.07, Stats. The terms and provisions of §§68.08 and 68.09 Stats., shall apply to any review of such initial determination. In the event the Contractor requests and is entitled to an administrative appeal from such initial determination pursuant to the terms and provisions of §68.10, Stats., the hearing thereon shall proceed pursuant to the terms and provisions of §68.11, Stats., and the Municipal Court Judge shall be the decision maker who shall make the decision on such administrative appeal. Upon any claim that the Municipal Court Judge is unable or should not hear such

Vehicle Towing and Storage Contract appeal for any reason, which claim must be made in writing and filed concurrent with any notice of appeal or be forever barred and waived, or should the Municipal Court Judge recuse himself for any reason, the City Engineer shall be the decision maker upon such administrative appeal. The final determination upon the aforesaid determination or administrative appeal shall be final pursuant to the terms and provisions of §68.12, Stats. If any charges specified to be forfeited under a final determination have been previously paid, Contractor shall refund such amount to the payor within 10 days of the final determination. Notwithstanding the above terms, provisions and references to provisions of Chapter 68, Stats., the parties agree that the terms and provisions of this subsection constitute a contractual provision specifying a method of resolving disputes pursuant to §68.15, Stats. The terms and provisions of this subsection 13.B. shall survive the expiration of this Agreement on February 28, 2021.

SECTION 14 PERFORMANCE

Contractor guarantees that it has the ability and equipment to perform the terms of the Agreement, including continuously holding all state, federal and local licenses and approvals to enable contractor to perform the services called for in the agreement. This includes, but is not limited to, licenses to perform roadside service and to tow and store vehicles at the direction of law enforcement officials.

SECTION 15 ABANDONMENT LAW

Contractor agrees that the agreement shall be performed in accordance with the time limitations and procedures set forth in Section 342.40, Wis. Stats. Contractor shall undertake all acts pursuant to Section 342.40, Wis. Stats. Contractor waives any right to obtain payment or reimbursement from the City as set forth in Section 342.40, Wis. Stats. Contractor's sole source of revenue shall be from the motor vehicle owner(s) or person(s) who otherwise dispose of the motor vehicle.

N & S TOWING

BY: _____

TITLE: _____

BY: _____

TITLE: _____

STATE OF WISCONSIN)

)

MILWAUKEE COUNTY)

_____, known to me to be _____ and _____, respectively of N & S Towing, Inc. (Contractor), personally came before me this ____ day of February, 2018, who by its authority and on its behalf executed the foregoing instrument and acknowledged same.

Notary Public, State of Wisconsin

My commission _____

CITY OF FRANKLIN

BY: _____
Stephen R. Olson, Mayor

BY: _____
Sandra L. Wesolowski, City Clerk


STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Stephen R. Olson and Sandra L. Wesolowski, known to be the Mayor and City Clerk respectively, of the City of Franklin personally came before me this _____ day of February, 2018 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2018
REPORTS & RECOMMENDATIONS	Renewal/Extension of Current Agreement with AT&T for the Continued Provision of Long-Distance Telephone Services	ITEM NUMBER G.1.(d)

The City's current agreement for long-distance telephone services will expire at the end of February 2018. AT&T is our current provider, and they also currently provide City Hall's PRI, ISDN, and Centrex services and lines, both digital and analog. There is administrative convenience to staying with one provider, and there are administrative costs and productivity associated with switching carriers. The City's other AT&T service contracts do not expire until 2019.

The City's average monthly bill for long distance services is only about \$90-\$100. AT&T has informed us that they will renew our current long distance plan at the end of February at the exact same pricing for another year. Although it is scheduled as an automatic renewal, it is possible that a signature may be required. AT&T informed the City back in mid-2016 that certain out-of-term rates for long distance services would increase by approximately 20 percent; if we are currently under contract, this rate increase would not be applied until the term agreement expired. Since AT&T will be renewing our contract for the same exact pricing as our current agreement, the City will again remain unexposed to the increased rates.

As you are aware, the City is currently looking into upgrading its phone system. During this process, the City will be looking at all its options for its various PRI, ISDN, and Centrex service lines. Until this upgrade is configured and implemented, the Director of Administration recommends renewing the City's long distance contractual relationship with AT&T for another year at the rate of \$.044 per minute. Again, it is not cost-effective to continue the City's long distance service at a non-contracted rate as it would probably more than double the cost per minute.

COUNCIL ACTION REQUESTED

Motion to authorize the automatic renewal of the current City of Franklin long distance service agreement with AT&T for another year at the same pricing, and authorize the Director of Administration to execute such agreement as may be necessary.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/18
REPORTS AND RECOMMENDATIONS	A RESOLUTION URGING THE STATE OF WISCONSIN TO ENACT LEGISLATION PROTECTING LOCATION BUSINESSES, APARTMENT OWNERS AND HOMEOWNERS FROM TAX SHIFTS	ITEM NUMBER <i>G. I. (e)</i>

Mayor Olson has requested the Resolution Urging the State of Wisconsin to Enact Legislation Protecting Location Businesses, Apartment Owners and Homeowners From Tax Shifts be placed on the Council agenda.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018-____, A Resolution Urging the State of Wisconsin to Enact Legislation Protecting Location Businesses, Apartment Owners and Homeowners From Tax Shifts.

RESOLUTION NO. 2018-____

A RESOLUTION URGING THE STATE OF WISCONSIN
TO ENACT LEGISLATION PROTECTING LOCATION BUSINESSES,
APARTMENT OWNERS AND HOMEOWNERS FROM TAX SHIFTS

WHEREAS, homeowners in Wisconsin pay nearly 70% of the total statewide property tax levy; and

WHEREAS, the disproportionate burden of property taxes on homeowners will worsen unless legislators take action to close loopholes in property tax law that some national chain stores use to gain substantial reductions in property taxes; and

WHEREAS, lawsuits in Wisconsin are forcing local governments to lower the market value of thriving national chain stores, shifting the tax burden to local businesses, apartment owners and homeowners; and

WHEREAS, some national chain stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be only half of its actual value on the open market; and

WHEREAS, some national chain stores are using what is known as a "Dark Store" strategy to argue that the assessed value of a new, thriving store should be based on comparing their buildings to vacant or abandoned stores from a different market segment; and

WHEREAS, legislation to close these tax loopholes has been drafted, introduced and subject to public hearings by the Wisconsin legislature; and

WHEREAS, this legislation has sufficient bipartisan support in both houses of the Wisconsin Legislature to pass with wide margins; and

WHEREAS, there is only one more legislative session day remaining in the current legislative calendar;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does hereby urge the Governor and the Legislature to protect local businesses, apartment owners and homeowners from tax shifts by passing legislation to close the Dark Store and Walgreens property tax loopholes.

BE IT FURTHER RESOLVED that the Common Council directs the City Clerk to immediately send a copy of this resolution to Governor Scott Walker and the City of Franklin's legislative delegation.

RESOLUTION NO. 2018-_____

PAGE 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2018.

APPROVED:

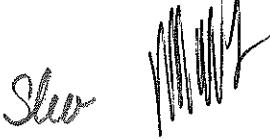
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2018
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens, Inc. Program Update	ITEM NUMBER <i>G. 2.</i>

At their February 17, 2015 meeting, the Common Council directed that the Franklin Senior Citizens, Inc. organization attend and give a status update on the organization semi-annually (January and July). Attached is correspondence on 2017 statistics and activities of the Franklin Senior Citizens, Inc. organization.

Their activities are funded through the City's general "Recreation" operating fund. For 2017 (and several past budget years), \$10,000 was adopted for supporting the Franklin Senior Citizens, Inc. activities; which include funding a portion of the cost of their monthly business meeting luncheon at Root River Center, a monthly social luncheon at Brenwood Park Senior Apartments (minus the Seniors co-pay of \$2 each), and miscellaneous operating supply costs and IT tech room support services. Per Common Council action of 2/21/2017, unexpended 2016 funds in the amount of \$1,121 were carried over to 2017 making the total operating 2017 budget for the Senior Citizens activities to be \$11,121.

For 2017, \$8,501.25 was expended from the \$11,121 City adopted budget for Senior Citizen Activities. A general breakout is as follows: Monthly Business Luncheon, \$6,137.52; Monthly Social Luncheon, \$1,131.02; Supplies, IT Tech Support Services, and Other Expenses, \$1,232.71. (Note: As the December senior expenditure invoice for \$744.61 was not received until February 2018, it had to be charged to the 2018 operating budget as the 2017 year-end was already closed out. These costs, however, are included in the totals above so that the actual costs for the 2017 program year reflect the full 12-month period.)

Mr. Fred Knueppel, President of the Franklin Senior Citizens, Inc., will be in attendance at the February 19, 2018 Common Council meeting.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

2017 Franklin Senior Citizens, Inc. Activities

Breakdown of Reported Expenditures and Reimbursement by City

Franklin Seniors Social					Business Luncheon				Annual Appropriation	
Month	Combined Program Cost	Participant Co-Pay (\$2 Each)	Program Cost Reimbursement	Seniors Attendance	Combined Program Cost	Participant Cost (Approx. \$5 Each)	Program Cost Reimbursement (\$4.50 Each)	Seniors Attendance	Office, Misc., and Computer Center Costs	Total Program Cost Reimbursement (01.0521.5723)
January	146.69	(46.00)	100.69	23	1,025.89	(539.89)	486.00	108	111.78	698.47
Feb.	122.36	(42.00)	80.36	21	1,051.39	(551.89)	499.50	111	86.14	666.00
March	139.51	(50.00)	89.51	25	1,054.39	(554.89)	499.50	111	98.44	687.45
April	135.76	(52.00)	83.76	26	1,059.35	(559.85)	499.50	111	98.44	681.70
May	-	-	-	0	1,044.89	(549.89)	495.00	110	98.44	593.44
June	151.71	(44.00)	107.71	22	1,092.39	(574.89)	517.50	115	110.75	735.96
July	237.97	(44.00)	193.97	22	997.40	(524.90)	472.50	105	110.75	777.22
August	157.11	(52.00)	105.11	26	1,488.50	(856.47)	632.03	120	86.14	823.28
Sept.	126.85	(38.00)	88.85	19	1,101.88	(579.88)	522.00	116	98.44	709.29
October	138.69	(42.00)	96.69	21	968.90	(510.00)	458.90	102	110.75	666.34
November	139.16	(48.00)	91.16	24	1,297.89	(770.00)	527.89	110	98.44	717.49
Dec.	141.21	(48.00)	93.21	24	1,297.20	(770.00)	527.20	110	124.20	744.61
TOTALS	\$1,637.02	-\$506.00	\$1,131.02	229	\$13,480.07	-\$7,342.55	\$6,137.52	1,329	\$1,232.71	\$8,501.25
Avg / Event	\$136.42	-\$42.17	\$94.25	19.1	\$1,123.34	-\$611.88	\$511.46	110.8		\$2,619.75
									Remaining Balance for 2017	

<

Tailgate party luncheon - City portion Approx. \$5.26/person

Thanksgiving-about \$4.80/meal

Chgd to 2018 as invoice was rec'd in Feb. (Christmas-\$4.80/meal)

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/19/2018
Reports & Recommendations	DPW Snow Operations	ITEM NO. <i>G.3.</i>

BACKGROUND

There are some Common Council unfamiliar with DPW snow operations and Staff has been asked to provide a brief summary of operations and be available to answer questions.

ANALYSIS

Staff will give a brief overview of the following items and are open to further questions.

1. Anti-icing operations
 - a. Salt Use
 - b. Salt brine / beet juice
 - c. Prewetting
2. Procedures for deploying DPW drivers
3. Policy on mailboxes and other property damage
4. Ordinance on private individuals clearing snow into road
5. Ordinance on winter parking
6. Procedures for clearing sidewalks
7. Plow Routes
8. Overtime status
9. Salt barn construction

RECOMMENDATION

Place on File

Engineering Department: GEM

Milwaukee County Communities	Mileage	Rank	06-07 Salt Purchased	07-08 Salt Purchased	08-09 Salt Purchased	09-10 Salt Purchased	10-11 Salt Purchased	11-12 Salt Purchased	13-14 Salt Purchased	15-16 Salt Purchased	16-17 Salt Purchased	Average Annual Salt Use (tons)	Rank	Tons Salt /Mileage	Rank
Bayside	22.83	18	750	810	700	518	600	500	437	360	240	521	16	22.80	14
Brown Deer	54.9	11	1,550	1,150	1,310	1,290	1,200	1,010	1,080	1,000	1,000	1,130	12	20.58	15
Cudahy	55.38	10	600	1,260	1,330	2,010	1,250	2,000	2,000	960	1,200	1,501	9	27.11	12
Fox Point	34.62	13	1,050	1,210	1,230	1,200	1,000	1,375	1,250	1,080	960	1,163	11	33.60	6
Franklin	167.07	3	1,500	1,500	4,060	1,725	2,000	2,250	2,250	600	2,450	2,104	7	12.60	17
Glendale	62.12	8	9,130	3,130	2,900	3,665	3,000	2,875	2,375	2,880	1,680	2,801	5	45.08	1
Greendale	60.75	9	1,400	1,500	1,630	1,840	1,600	1,825	2,000	2,000	1,650	1,756	8	28.90	11
Greenfield	113.93	6	3,730	5,000	4,640	4,025	3,125	3,125	4,850	2,400	2,400	3,696	4	32.44	8
Hales Corners	34.11	14	720	660	810	784	865	865	862	1,080	720	831	15	24.36	13
Milwaukee	1349.47	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15	24.36	13
Oak Creek	140.56	5	5,000	6,000	6,960	5,750	5,000	6,000	6,250	5,400	4,800	5,770	2	41.05	2
River Hills	23.15	17	510	500	630	518	250	500	530	360	300	449	17	19.37	16
Shorewood	28.16	15	1,000	1,000	1,200	940	800	1,000	1,000	720	720	923	14	32.76	7
South Milwaukee	64.87	7	2,100	2,500	2,500	2,320	1,700	2,500	2,875	2,460	2,040	2,362	6	36.41	5
St. Francis	26.81	16	1,000	1,000	1,000	1,000	1,000	1,050	1,250	1,200	500	1,000	13	37.30	4
Wauwatosa	159.39	4	6,650	5,430	6,850	5,750	5,000	5,000	5,500	3,840	3,840	5,151	3	32.32	9
West Allis	175.48	2	6,250	7,500	9,280	5,750	6,250	7,500	6,875	7,200	3,000	6,669	1	38.01	3
West Milwaukee	11.14	19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	38.01	3
Whitefish Bay	38.46	12	1,200	1,260	1,210	1,380	1,100	1,310	1,125	1,200	1,020	1,201	10	31.22	10

Notes:

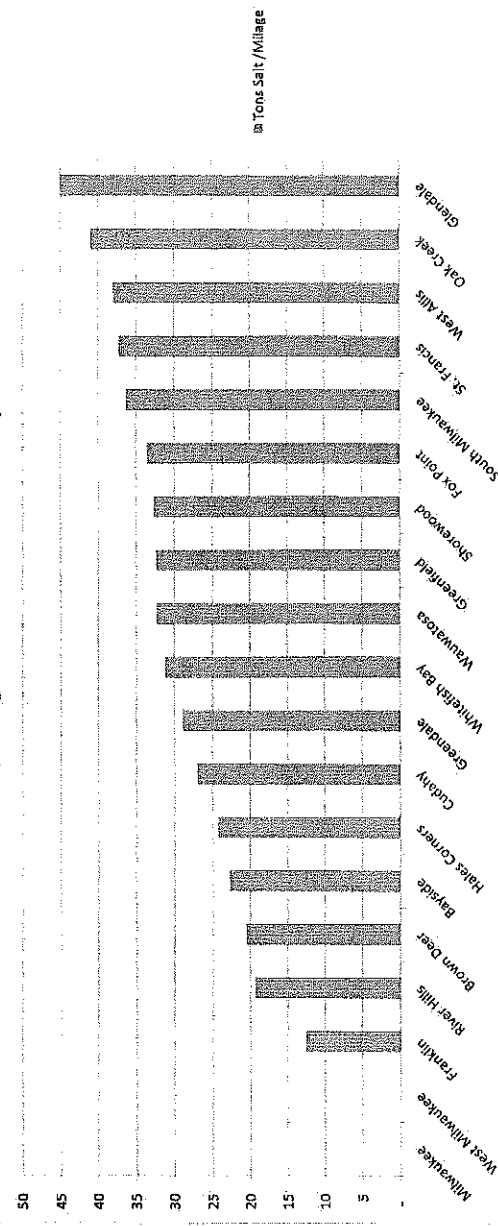
Mileage for Local Roads/Streets as of 4-1-2016 (Provided by WISDOT)

Salt Purchase in 2016 (tons) per State Bid Purchase

Milwaukee and West Milwaukee do not purchase from State Bid

12-13 and 14-15 Data is missing from files

Historic Tons Salt /Mileage for Milwaukee County Communities



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/19/2018
Reports & Recommendations	PURCHASE DPW SYSTEM OF TRACKING FLEET FROM PRECISE MRM FOR \$6,800.00	ITEM NO. <i>G. 4.</i>

BACKGROUND

Fleet tracking systems have greatly advanced for public works operations.

DPW has been investigating these systems primarily so vehicles may be tracked. Among other useful features, this system can be used to corroborate claims by residents that their street was not plowed after a certain snow event. Such a system could confirm the complaint or provide information as to when and how many times the section of road was addressed.

ANALYSIS

Staff proposes that the City purchase a PreCise MRM fleet tracking system. This system includes features to track the location of our front line plow trucks, as well as the ability of several users to access the locations, as well as prior locations, of the vehicles that this equipment is mounted.

The cost for this system includes an initial cost to purchase of \$6,800.00 for 16 vehicles and approximately \$20.00 per unit, per month, fee, on average.

OPTIONS

Authorize staff to make purchase of equipment from PreCise MRM at a cost of \$6,800.00 [\$425@ for 16 trucks], as well as monthly data charges of approximately \$20.00 per unit, per month, on average for a 2018 total of \$3,200 [10 months of 2018]. The annual budget would be \$3,840 (\$20 x 16 trucks x 12 months).

FISCAL NOTE

Purchase from the Contingency appropriation in the Capital Outlay Fund.

RECOMMENDATION

Authoize staff to purchase DPW system of tracking fleet from PreCise MRM for \$6,800.00 for 16 vehicles and approximately \$3,200 operating costs in 2018.

Engineering Department: GEM



PreCise MRM LLC.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

E-Mail

Date: 1/23/18

Total Pages (including cover):3

To: City of Franklin - WI
9229 W Loomis Rd
Franklin WI 53132
USA

Attn: Bill Dudash
Email: blowe@precisemrm.com

From: PreCise MRM LLC
1601 Airport Road
Waukesha WI 53188
USA
sales@precisemrm.com

Phone Number: 888-449-0357
FAX Number: 952-252-3740

Subject: PreCise quote: City of Franklin, WI
Message:



PreCise MRM LLC.
A subsidiary of FORCE America, Inc.
801 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE

QT200-1002424-1

DATE

1/23/2018

PAGE

2 OF 3

679885
City of Franklin - WI
9229 W Loomis Rd
Franklin WI 53132
USA

190856
City of Franklin - WI
7979 W Ryan Rd
Franklin WI 53132
USA

Expiration Date: 4/23/2018

Customer Ref.:

Customer P/O:

Customer Contact: Bill Dudash

Payment Terms: Net 30 days

Created By: Bob Lowe

Sales Rep: Braovac, Robert Z

F.O.B.: Meridian, ID

Ship From: PreCise MRM LLC

Site 180

1601 Airport Road

Waukesha WI 53188

USA

NOTES

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	1101047 Rev. D IX-50, US SIM IX-50 US	1	EA	200.00	200.00
2	1015282 Rev. E Finassy - IX101-H - US-SIM 6950065	1	EA	310.00	310.00
3	1015263 Rev. D Finassy - IX403-H Kit - US-SIM 6950413	1	EA	625.00	625.00
4	1015333 Rev. B Antenna, Magnet/Adhesive, Cell, GPS 5M cable, RPSMA/SMA 2260040	1	EA	60.00	60.00

Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____

Date: _____

MERCHANDISE TOTAL: \$1,195.00

MISC CHARGE: \$0.00

TAX: \$0.00

QUOTE TOTAL: \$1,195.00

Questions about your order? Contact us by phone at 888-449-0357 or email us at sales@precisemrm.com

www.forceamerica.com

**PRECISE MRM LLC
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by PreCise MRM LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.

FEATURES

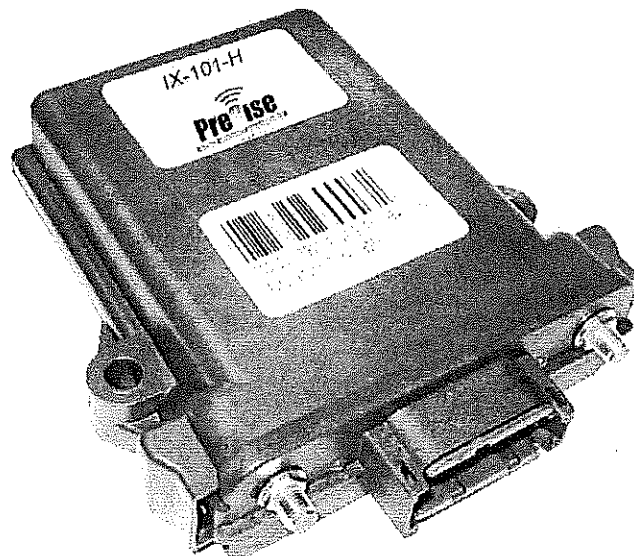
The IX-101-H is a rugged, waterproof mobile resource management solution designed specifically for the severe duty needs of on- and off-road commercial fleets. Combining a GPS receiver and a 3G cellular radio communicating on the largest, most pervasive network in the world, you will always know where your mobile assets are and how they are performing.

The IX-101-H enables owners, fleet managers, equipment maintenance personnel and finance staff to have an accurate account of which assets are driving productivity and which are adversely affecting the bottom line.

- 3G GPRS/EDGE/UMTS/HSDPA Wireless Connectivity
- Designed to withstand the rigors of the heavy equipment environment
 - Watertight and dust-tight
 - Operating temperature -30°C to +60°C
 - Shock ± 25 g
- 2 MB onboard flash memory
- Modular Connectivity
 - Two isolated discrete inputs plus ignition
 - CAN Bus J1939 interface
- Simplified installation with flexible in-vehicle mounting options
- Web-based device management
- Configurable exception-based alerts
- Over-the-air unit configuration and firmware download
- Voltage monitoring and low battery notification
- Made in the USA

APPLICATIONS

- Designed for use with off road heavy equipment such as excavators, back-hoes, graders and rollers, yet well suited for light to medium duty vehicles as well
- Collection of IFTA and other mileage data for vehicles frequently crossing state lines
- Provides discrete, easy to install tracking for work trucks, delivery vans and other commercial vehicles

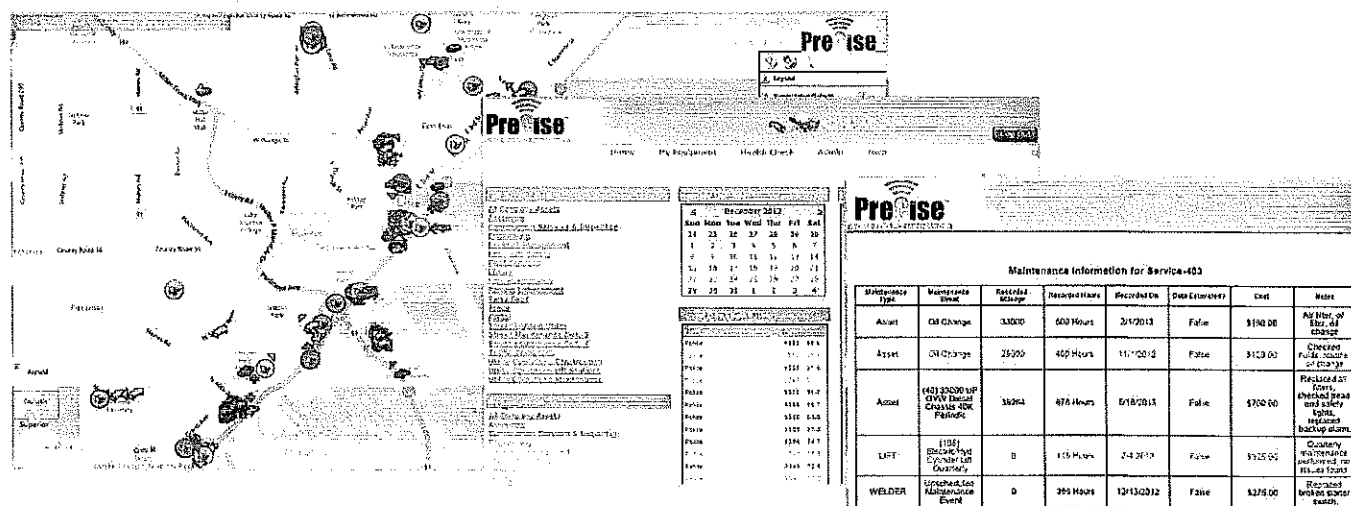


\$ 310

PRODUCT SPECIFICATIONS

IX-101-H

The IX-101-H is a compact device installed in the cab of your vehicle which gathers equipment activity information such as engine hours, mileage, location history, idle time and battery voltage. This information is then securely transmitted and stored in an enterprise-class data center where it is accessible from anywhere in the world via standard web browsers. You can view comprehensive reports and set automated alerts to be emailed to you if your fleet is operating during off hours, speeding, violating user defined geofences, or if there is a maintenance issue.



TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: 3G GPRS/EDGE/UMTS/HSDPA and SMS
Operating Voltage: 12 - 32 volt vehicle systems

GPS

Location Technology: 12 channel GPS
Location Accuracy: <2.5 meter (50%)
<5.0 meter (90%)
Tracking Sensitivity: -160dBm
Acquisition Sensitivity: -142dBm

CELLULAR

Data Support: SMS, TCP Packet Data
Operating Bands (Mhz (band)):
- GSM/GPRS 850/900/1800/1900
- HSPA/UMTS 850/1900

COMPREHENSIVE I/O

Inputs:
2 isolated discrete inputs plus ignition
CAN Bus J1939 Interface
Outputs: None
Status LEDs: GPS and cellular

CERTIFICATIONS

Fully Certified FCC, R&TTE, UL, IC, GCF, PTCRB

ENVIRONMENTAL

Temperature: -30° to +60° C (operating)
-40° to +85° C (storage)
Humidity: 5% - 95%RH non-condensing at +40°C
Vibration: SAE J1455
Shock: ±25g
Electrical Protection: SAE 1455 (12V & 24V)
- Over voltage, load dump, reverse polarity and ESD protected

ELECTRICAL

Operating Voltage: 9.8 - 32V dc
Power Consumption: 20 mA @ 12V dc (sleep)
160 mA @ 12V dc (operating)
15 mA @ 24V dc (sleep)
90 mA @ 24V dc (operating)

PHYSICAL

Dimensions: 4.7 x 5.3 x 1.5" (120 x 135 x 38 mm)
Weight: .6 lbs (.3 kg)

MOUNTING

Two integrated 1/4" or 6 mm fastener mounting flanges

Sales and Service Centers

Atlanta, GA	1-800-451-1000	Atlanta, GA	1-800-451-1000
Baltimore, MD	1-800-451-1000	Baltimore, MD	1-800-451-1000
Boston, MA	1-800-451-1000	Boston, MA	1-800-451-1000
Chicago, IL	1-800-451-1000	Chicago, IL	1-800-451-1000
Columbus, OH	1-800-451-1000	Columbus, OH	1-800-451-1000
Dallas, TX	1-800-451-1000	Dallas, TX	1-800-451-1000
Denver, CO	1-800-451-1000	Denver, CO	1-800-451-1000
Detroit, MI	1-800-451-1000	Detroit, MI	1-800-451-1000
Houston, TX	1-800-451-1000	Houston, TX	1-800-451-1000
Los Angeles, CA	1-800-451-1000	Los Angeles, CA	1-800-451-1000
Memphis, TN	1-800-451-1000	Memphis, TN	1-800-451-1000
Minneapolis, MN	1-800-451-1000	Minneapolis, MN	1-800-451-1000
Miami, FL	1-800-451-1000	Miami, FL	1-800-451-1000
Phoenix, AZ	1-800-451-1000	Phoenix, AZ	1-800-451-1000
Pittsburgh, PA	1-800-451-1000	Pittsburgh, PA	1-800-451-1000
Portland, ME	1-800-451-1000	Portland, ME	1-800-451-1000
San Antonio, TX	1-800-451-1000	San Antonio, TX	1-800-451-1000
San Diego, CA	1-800-451-1000	San Diego, CA	1-800-451-1000
Seattle, WA	1-800-451-1000	Seattle, WA	1-800-451-1000
St. Louis, MO	1-800-451-1000	St. Louis, MO	1-800-451-1000
Tampa, FL	1-800-451-1000	Tampa, FL	1-800-451-1000
Wash. DC	1-800-451-1000	Wash. DC	1-800-451-1000

Bill Dudash

From: Bob Lowe [BLowe@PreciseMRM.com]
Sent: Wednesday, February 07, 2018 2:56 PM
To: Bill Dudash
Subject: PreCise quote - City of Franklin, WI
Attachments: SalesQuotation.pdf, SalesQuotation.pdf

Bill,

Here are the two (2) hardware quotes. Quick note, for quote "B" add about \$150.00 to the quote. We have to add a part for the auger output on the 6100 controller. It isn't included because I don't have that part # on my side to quote but if you go that route I will have it included. It isn't something I have ever sold because if customers have 5100/5100ex/6100 controllers then buy the IX-403-H which gives you all the spreader data. But, council may decide to go simple tracking which is just fine.

Quote A is what I would recommend and is more expensive.
Quote B is the least expensive option.

Questions:

Monthly fees:

Real time = \$24.00/month

30 minute reporting = \$20.00 per/month

Data pooling = \$10-\$17.00 per month. This one is the plan that your vehicles could go on during the non-seasonal months. There is a variance in cost because you pay for what you use in regards to data. If the truck/equipment sits for a month, then the charge is the \$10.00 flat fee. If it is used a little it might be a few bucks for data (with power up/power down settings).

Who has access and what are permissions? Limit to the number of users?

Anyone that the City determines can have access...will have access. There is not any limitation to the number of users that City can add to PreCise. The users who have access to PreCise are set up with "permissions" that the City determines. You can lock it down or give as much access as you want to each individual user.

Contract:

PreCise does not require a contract.

Installation:

City can install, we will provide technical assistance and have a local person come on site for a few hours for guidance. We have a local Field Service Technician who can assist your techs for a few hours.

That about covers it...let me know how the meeting goes.

Thanks,

Bob

From: Bill Dudash [mailto:BDudash@franklinwi.gov]
Sent: Wednesday, January 24, 2018 6:41 AM

To: Bob Lowe; Kevin Schlueter
Cc: Bob Braovac
Subject: RE: PreCise - City of Franklin, WI

Bob,
I'm open next week. Let me know what time and day would work for you. We are here Monday thru Friday 7am to 330 pm. We do have to worry about snow or ice events, but I'm not seeing anything in the near future.
Thanks,
Bill

From: Bob Lowe [<mailto:BLowe@PreciseMRM.com>]
Sent: Tuesday, January 23, 2018 2:18 PM
To: Bill Dudash; Kevin Schlueter
Cc: Bob Braovac
Subject: RE: PreCise - City of Franklin, WI

Bill/Kevin,

Keep in mind...we have different plans available that can be less expensive but would need to see how you would intend to use the application. Data pooling is a very cost conscious approach (pay for what you use) and we can set them up to report in just a few times a day to really drive the costs down. We can talk specifics later if you wish.

Thanks, Bob

From: Bob Lowe
Sent: Tuesday, January 23, 2018 11:40 AM
To: 'bdudash@franklinwi.gov'; 'kschlueter@franklinwi.gov'
Cc: Bob Braovac
Subject: PreCise - City of Franklin, WI
Importance: High

Good afternoon Bill/Kevin,

I think you and I have spoken at some point in time over the last few years about PreCise and GPS/AVL within the City of Franklin. Whether it be face to face at a show or maybe by conference call? Anyway, I was speaking to Bob Braovac and made reference to the City wanting to pick up the conversations again. In the short term you wanted pricing for hardware. I have attached "general" pricing just keep in mind I can get you an accurate quote when I get a better idea of the equipment you are looking to add GPS.

Monthly fees can range from \$20-\$25.00/month pending what you are looking to do (can be even less expensive pending reporting).

I am on the road now...I would have time Friday of this week to discuss or pretty much anytime next week if you want to discuss? We also have lots of WI references.

Thanks all and I look forward to future discussions,

Bob Lowe
PreCise MRM National Sales Manager
Phone: (208) 323-7141
Cell: (208) 850-7739
Fax: (952) 252-3731
E-mail: blowe@precisemrm.com
Technical Support: (888) 254-1634

PreCise MRM

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APPROVAL <i>Slw</i> <i>pal</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Feb 19, 2018
REPORTS & RECOMMENDATIONS	Request from the Director of Finance to proceed with the Sale of Note Anticipation Notes authorized per Resolution 2017-7299 on Sept. 19, 2017 authorizing the Sale of up to \$24.5 million in funding project costs included in the Ballpark Commons Developers Agreement	ITEM NUMBER <i>G.5.</i>

Background

The Common Council authorized the sale of Note Anticipation Notes on Sept 19, 2017 to fund project costs in TID 5. Note Anticipation Notes are intended to be temporary funding for a project, which once completed, are refunded at an amount actually needed for the project as long term financing.

With the approval of the Developers Agreement for Ballpark Commons on February, 6, 2018, the City has made certain financial commitments for \$22,521,484 of project costs. Those costs will be funded by the above borrowing resolution.

Options

The Director of Finance is working with our Financial Advisor, Ehlers & Associates, to structure financing to capture opportunities and mitigate risks in the Developer's agreement. The opportunities include the ability to capture any savings from contingencies which are not needed and prepayment of funds that become available when the 'reserve' becomes available. Risks include interest rate risk in a rising interest rate environment.

We are exploring opportunities for a private placement for a portion of the Note Anticipation Note and the a earlier refunding of the Note Anticipation Note to lock in current long term interest rates for the portion of the project costs which are committed early in the project's life while retaining the ability to retire un-needed funds with a final refunding.

Fiscal Impact

Updated financial modeling is being developed to consider these options and understand the impacts on the overall project plan.

Within the next 30 to 60 days, the Director of Finance and Treasurer will bring a debt sale resolution for the Common Council's consideration for the issuance and sale of up to \$24.5 million of Note Anticipation Notes.

COUNCIL ACTION REQUESTED

Motion directing the Director of Finance to proceed with the solicitation of Note Anticipation Notes per Resolution 2017-7299.

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