

**CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, OCTOBER 20, 2015  
AT 6:30 P.M.**

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:
  - 1. October 6, 2015 Common Council Meeting.
  - 2. October 13, 2015 Special Common Council Meeting.
  - 3. October 13, 2015 Special Committee of the Whole Meeting.
- D. Hearings.
- E. Organizational Business.
  - Boards and Commission Appointments:
    - 1. Linda Witkowski, 7935 South 67<sup>th</sup> Street, Ald. Dist. 4 - Finance Committee (expiring 4/30/16, 1 year term).
    - 2. Marc Manthey, 7802 South Stonebrook Court, Ald. Dist. 3 - Environmental Committee (expiring 4/30/18, 3 year term).
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. An Ordinance to Amend § 15-3.0412 of the Unified Development Ordinance Planned Development District No. 7 (Franklin Industrial Park) to Remove an Approximately 3.7 Acre Area of Property and to Amend § 15-3.0423 of the Unified Development Ordinance Planned Development District No. 18 (Franklin Business Park) to add that Approximately 3.7 Acre Area of Property and to Allow for an Approximate 30,000 Square Foot Addition to the Existing Building and Approximately 75 Additional Parking Spaces and to Eliminate Required Setbacks for Interior Parcel Lines where Contiguous Parcels have been Combined by Land Combination Permit (Carlisle Interconnect Technologies, Inc., Applicant) (5300 West Franklin Drive).
  - 2. A Resolution to Release in Part a Landscape Easement Upon Lot 1 Block 3 in Franklin Business Park, to allow for off-street parking in a designated Landscape Easement area to allow for construction of an approximately 30,000 square foot addition to the existing building and approximately 75 additional parking spaces for the Carlisle Interconnect Technologies, Inc. light manufacturing operation facilities located at 5300 West Franklin Drive, Tax Key No. 931-0017-003, zoned Planned Development District No. 18, in the Franklin Business Park (Carlisle Interconnect Technologies, Inc., Applicant).
  - 3. A Resolution Amending Deed Restrictions and Protective Covenants for the City of Franklin Industrial Park (Carlisle Interconnect Technologies, Inc.).

4. Police Department Request to Purchase and Use Surveillance Cameras for Crime Prevention Purposes at Franklin Woods Nature Center.
5. A Resolution Authorizing Certain Officials to Execute an Agreement for Fire Alarm and Sprinkler Inspection and Testing in the Franklin Law Enforcement Center Services with SimplexGrinnell LP.
6. Donation from Jane Godfroy in the amount of \$1,000 to be allocated to the Police K9 Unit.
7. Future of City of Franklin Low Power FM Radio Station and Station Permit for City Use.
8. Release of Escrow Deposit for Villas of Franklin Oaks (located on 3100 and 3200 Block of W. Villa Drive).
9. A Resolution for Change Order No. 1 for BCF Construction for the Extension of W. Evergreen Street and Development of Pleasant View Park.
10. A Resolution Authorizing Staff to Execute Change Order No. 1 to Black Diamond Group, Inc. in the Amount of \$8,099.13 for 2015 Paving Bike and Hiking Trail.
11. A Resolution Approving a Contract Change Order No. 2 in the Amount of \$5,396.28 to Payne & Dolan, Inc. for the 2015 Local Street Improvement Program.
12. Release of Letter of Credit for Sendiks West Phase 2 Located on W. Rawson Avenue.
13. Cable and Wiring Installation Contract with Terminal-Andrae, Inc. for the Sewer and Water Building.
14. Authorization to Enter Into New State of Wisconsin Contracts with Time Warner Cable for Continuation of Current Internet Service for City Hall, Sewer and Water, Water Utility, DPW and Upgrade Internet Service for Fire Stations 2 and 3.
15. A Resolution Confirming the Designation of Trustees to the City of Franklin Defined Contribution Retirement Plan Held Through Principal Financial Group.

H. Licenses and Permits.  
Miscellaneous Licenses.

I. Bills.  
Vouchers and Payroll approval.

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:

October 22	Plan Commission	7:00 p.m.
October 27	Special Common Council Meeting	6:30 p.m.
October 31	Trick or Treat	4:00 p.m. to 7 p.m.
November 2	Committee of the Whole	6:30 p.m.
November 3	Common Council Meeting	6:30 pm.
November 5	Plan Commission	7:00 p.m.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
OCTOBER 6, 2015  
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on October 6, 2015 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 (arrived at 7:00 p.m.), Alderwoman Kristen Wilhelm, Alderman Steve Taylor, Alderman Doug Schmidt and Alderwoman Susanne Mayer. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

City Clerk Sandra Wesolowski administered the Oath of Office to Steve F. Taylor, Fourth District Alderman.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:36 p.m. and closed at 6:50 p.m.

MAYORAL ANNOUNCEMENTS

B.1. Mayor Olson presented a Proclamation in and of Invitation to Humanity for and to the Opening of Kayla's Playground to Shelly Runte.

B.2. Mayor Olson noted the appointment of Aaron Hertzberg as Economic Development Director.

APPROVAL OF MINUTES

C. 1. Alderman Schmidt moved to approve the minutes of the regular Common Council meeting of September 15, 2015. Seconded by Alderman Dandrea. All voted Aye; motion carried.

C.2. Alderwoman Wilhelm moved to approve the minutes of the Special Common Council meeting of September 22, 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.

BOARDS AND COMMISSION APPOINTMENTS

E.1. No action was taken to confirm the Mayoral appointment of Alderman Steve Taylor to the Board of Health, term expires 4/17/2017. [Pursuant to §62.09(2)(d), Wis. Stats., Alderman Taylor shall be ineligible for appointment to the Board of Health for one year.]

E.2. Alderwoman Wilhelm moved to confirm the Mayoral appointment of Alderman Steve Taylor to the Civic Celebration Committee, term expires 4/17/2016. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried.

- E.3. Alderman Schmidt moved to confirm the Mayoral appointment of Alderman Steve Taylor to the License Committee, term expires 4/17/2016. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye; motion carried.
- 2015 ST. MARTINS FAIR DONATIONS G.1 Alderwoman Wilhelm moved to accept donations from Max A. Sass & Sons Funeral Homes in the amount of \$250 and from M. Squared, Inc. in the amount of \$250 for advertising for St. Martins Fair. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- KAYLA'S PLAYGROUND STATUS G.2 Status of Kayla's Playground was provided by City Engineer Glenn Morrow.
- RES. 2015-7137 CONSERVATION EASEMENT FOR PLEASANT VIEW ELEMENTARY SCHOOL BASKETBALL COURT ADDITION/RELOCATION G.3 Alderwoman Wilhelm moved to adopt Resolution No. 2015-7137, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A MINOR SITE PLAN AMENDMENT AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 4601 WEST MARQUETTE AVENUE (FOR PLEASANT VIEW ELEMENTARY SCHOOL BASKETBALL COURT ADDITION/RELOCATION) (TAX KEY NO. 788-9980-000) (FRANKLIN SCHOOL DISTRICT #5, APPLICANT), subject to technical corrections by the City Attorney and subject to Department of City Development detailed review as to whether or not protected woodlands should be included within the Conservation Easement and for the Department of City Development to return that information following such review and prior to the recording of such easement. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- RES. 2015-7138 CONSERVATION EASEMENT FOR SOUTHBROOK CHURCH-11010 W. ST MARTINS RD. G.4 Alderman D. Mayer moved to adopt Resolution No. 2015-7138, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AMENDMENT, CERTIFIED SURVEY MAP AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 11010 WEST ST. MARTINS ROAD (TO ALLOW FOR A 23,600 SQUARE FOOT ADDITION TO THE REAR OF THE EXISTING SOUTHBROOK CHURCH BUILDING ALONG WITH A FIRE LANE)(SOUTHBROOK CHURCH, INC., APPLICANT). Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

RES. 2015-7139  
SPECIAL USE AT 11113  
W. FOREST HOME AVE.,  
SUITE 210 (MONDA  
SALON LLC, APPLICANT)

G.5. Alderwoman S. Mayer moved to adopt Resolution No. 2015-7139, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A BEAUTY SALON BUSINESS USE UPON PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 210 (MONDA SALON LLC, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2015-7140  
SPECIAL USE AT 7260 S.  
76TH ST. (GUARDING  
YOUR ANGELS, INC.,  
APPLICANT)

G.6. Alderman Schmidt moved to adopt Resolution No. 2015-7140, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CHILD DAY CARE SERVICES BUSINESS USE UPON PROPERTY LOCATED AT 7260 SOUTH 76TH STREET (GUARDING YOUR ANGELS, INC., APPLICANT). Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

NAMING OF TRAIL  
THROUGH  
SOUTHBROOK CHURCH  
PROPERTY

G.7. Alderman D. Mayer moved to preliminarily name the dedicated trail through the Southbrook Church property located at 11010 West St. Martins Road "Robinbrook Trail" and publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman D. Mayer moved to approve a sign to be placed following the trail naming that this is a public/private venture between the City of Franklin and Southbrook Church. Seconded by Alderman Taylor. All voted Aye; motion carried.

REPORT ON BUXTON  
COMPANY AND RETAIL  
RECRUITMENT EFFORTS

G.8. Alderwoman Wilhelm moved to renew the agreement with Buxton for retail recruitment and retention services and to authorize payment for the second year of services in the amount of \$50,000 with the contract to be reviewed by the City Attorney. Seconded by Alderman Taylor.

Alderman D. Mayer moved to suspend regular order of business to allow Ernie Litynski to speak. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

Alderman Dandrea moved to return to the regular order of business. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

Alderman Taylor moved to table this item until later in the agenda. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

Following Council action on Items G.11., G.12., G.9., G.10., Alderman Taylor withdrew his second and Alderwoman Wilhelm withdrew her main motion.

Alderman Taylor moved to table the Buxton Company and retail recruitment efforts to the October 27, 2015 Special Common Council meeting. Seconded by Alderman Schmidt. All voted Aye; motion carried.

- |  |       |  |
|--|-------|--|
| RA SMITH NATIONAL AGREEMENT S. 46TH ST. WATER MAIN EXT.            | G.11. | Alderman Taylor moved to table A RESOLUTION TO SIGN PROFESSIONAL SERVICES AGREEMENT WITH RA SMITH NATIONAL FOR THE DESIGN OF WATER MAIN EXTENSION ON S. 46TH STREET FROM W. SHERWOOD DRIVE TO W. THORNCREST DRIVE. Seconded by Alderman D. Mayer. All voted Aye; motion carried.   |
| W. ST. MARTINS RD. RECONSTRUCTION PROJECT                          | G.12. | Alderwoman S. Mayer moved to modify area for utility undergrounding with regards to the Milwaukee County W. St. Martins Road (CTH MM) from W. Spring Street to Southbrook Church, and return March 2016. Seconded by Alderman D. Mayer. All voted Aye; motion carried.   |
| AREA A FINANCIAL REPORT  | G.9.  | No action was necessary at this time on the Area A Financial Report (W. Loomis Road/W. Rawson Avenue and S. 76th Street).  |
| PAY-AS-YOU-GO TIF DISTRICT REPORT                                  | G.10. | No action was necessary at this time on the report relating to Pay-As-You-Go Tax Incremental Finance Districts.  |
| RES. 2015-7141 CONTRACT TO PAYNE & DOLAN FOR BIKE AND HIKING TRAIL | G.13. | Alderwoman S. Mayer moved to adopt Resolution No. 2015-7141, A RESOLUTION AWARDED CONTRACT TO THE LOW BIDDER, PAYNE & DOLAN, INC., IN THE AMOUNT OF \$58,687.50, FOR THE PAVING FRANKLIN BIKE AND HIKING TRAIL SOUTH BRANCH 2015. Seconded by Alderman D. Mayer. All voted Aye; motion carried.  |
| AGREEMENT WITH RAPOSA DESIGN ARCHITECTURE FOR MARKET SQUARE PARK   | G.14. | Alderman D. Mayer moved to table to November 17, 2015, the design, permits and bidding for restroom facility at Market Square Park and a Resolution to sign Professional Services Agreement with Raposa Design Architecture for the design of public restrooms at Market Square Park located at 11230 W. Church Street. Seconded by Alderman Schmidt. All voted Aye; |

motion carried.

- RELEASE OF ESCROW DEPOSIT FOR RIVERWOOD VILLAGE SUBDIVISION G.15. Alderwoman Wilhelm moved to release the escrow deposit for the Riverwood Village Subdivision as recommended by the Engineering Department. Seconded by Alderman Taylor. All voted Aye; motion carried.
- RELEASE OF ESCROW DEPOSIT FOR VILLAS OF FRANKLIN OAKS G.16. Alderman Taylor moved to refer to table to October 20, 2015, the release of the escrow deposit for the Villas of Franklin Oaks as recommended by the Engineering Department. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- ORD. 2015-2195 AMEND ORD. 2014-2152 TO PROVIDE APPROPRIATIONS FOR ROOF REPAIRS AT FIRE STATION NO. 1 G.17. Alderman D. Mayer moved to adopt Ordinance No. 2015-2195, AN ORDINANCE TO AMEND ORDINANCE 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE APPROPRIATIONS FOR ROOF REPAIRS AT FIRE STATION #1. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. (See Minutes of Special Common Council meeting held October 13, 2015 for adoption of corrected Ordinance No. 2015-2195.)
- RES. 2015-7142 AWARD CONTRACT TO CUDAHY ROOFING & SUPPLY, INC. FOR FIRE STATION NO. 1 G.18. Alderman D. Mayer moved to adopt Resolution No. 2015-7142, A RESOLUTION TO AWARD THE CONTRACT FOR THE ROOF REPLACEMENT OF FIRE STATION NO. 1 TO CUDAHY ROOFING & SUPPLY, INC. IN THE AMOUNT OF \$78,500. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- MONTHLY FINANCIAL REPORT G.19. Alderman Schmidt moved to place on file the August 2015 Monthly Financial Report. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- LICENSES AND PERMITS H.1. Alderman Dandrea moved to approve the following:  
Grant 2015-2016 Operator License to Katie Davis, 6814 Johnson Ct., Waterford; Corey Seekins, 4620 West Holt Ave., Greenfield; Michael Beck, 8816 W. Silverwood Ct., Franklin; Bianca Bolyn, 2747 S. Herman St., Milwaukee; Jeremy Brown, 1524 Park Ave., Racine; Kelly Dalton, 8801 W. Lake Pointe Cir., Franklin; David Goehring, 8017 S. 57th St., Franklin; Tammy May, 6700 Hill Ridge Dr., Greendale; Courtney Murray, 5541 S. 43rd St., Greenfield; Antonio Tarantino, 6724 W. Bottsford Ave., Greenfield; and

Grant 2015-2016 Operator License to Vanessa Witter, 9336 S. Orchard Park Cir, #1-A, Oak Creek, subject to completion of application; and

Hold for appearance the applications for 2015-2016 Operator License to Troy Petroske, 10502 W. Cortez Cir, #13, Franklin; and Margaret Pieper, 2925 S. Superior St., Milwaukee; and

Grant 2015-2016 Change of Agent for Pick N Save (S. 76<sup>th</sup> Street), Gordon Graf.

Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderman Taylor moved to divide the question and remove the Class B Combination Reserve License Application for the Grant by Mount Kunt LLC, Sudeep Mann, Agent, 7107 S. 76<sup>th</sup> Street (d/b/a Indian Buffet). Upon voice vote, five Ayes; one No (Alderwoman Wilhelm). Motion carried.

Alderman Dandrea moved to approve the \$9,500 Grant for Class B Combination Reserve License for Mount Kunt LLC, Sudeep Mann, Agent, 7107 S. 76<sup>th</sup> Street. Seconded by Alderwoman Wilhelm. Upon voice vote, five Ayes; one Abstention (Alderman Taylor). Motion carried.

VOUCHERS AND  
PAYROLL

I.1. Alderman Taylor was excused from the meeting at 8:38 p.m.

Alderman D. Mayer moved to approve net general checking account City vouchers in the range of Nos. 157968 through 158191 in the amount of \$2,783,431.29 dated September 11, 2015 through October 1, 2015. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to approve net payroll dated September 18, 2015 in the amount of \$357,369.69 and payments of the various payroll deductions in the amount of \$368,209.00 plus any City matching payments where required. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried.

Alderman Schmidt moved to approve net payroll dated October 2, 2015 in the amount of \$345,987.76 and payments of the various payroll deductions in the amount of \$195,162.22 plus any City matching payments where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated October 16, 2015 estimated at \$350,000.00 and payments of the various payroll deductions estimated at \$221,000.00 plus any City matching payments where required. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to approve property tax settlement in the amount of \$101.90 dated September 11, 2015 through October 1, 2015. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman D. Mayer moved to adjourn the meeting at 8:45 p.m. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

**BLANK PAGE**

CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
OCTOBER 13, 2015  
MINUTES

ROLL CALL

A. The special meeting of the Common Council was held on October 13, 2015 and called to order at 6:00 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 Taylor, Alderman Doug Schmidt and Alderwoman Susanne Mayer (arrived at 6:04 p.m.). Also present were Dir. of Administration Mark Luberda, Finance Office & Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:02 p.m. and closed at 6:02 p.m.

ORD. 2015-2195  
AMEND 2015 BUDGET  
FIRE STATION #1 ROOF  
REPAIR

C. Alderman Schmidt moved to adopt Ordinance No. 2015-2195, AN ORDINANCE TO AMEND ORDINANCE 2104-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE APPROPRIATIONS FOR ROOF REPAIRS AT FIRE STATION #1. Seconded by Alderman D. Mayer. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Wilhelm, Alderman Taylor and Alderman Schmidt voted Aye; Alderwoman S. Mayer Abstained. Motion carried. (See Minutes from Common Council meeting held October 6, 2015, Item G.17.)

ADJOURNMENT

D. Alderman D. Mayer moved to adjourn the meeting at 6:05 p.m. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

**BLANK PAGE**

C.3.

CITY OF FRANKLIN  
SPECIAL COMMITTEE OF THE WHOLE MEETING  
OCTOBER 13, 2015  
MINUTES

ROLL CALL

I. The special meeting of the Committee of the Whole was held on October 13, 2015 and called to order at 6:07 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 Taylor, Alderman Doug Schmidt and Alderwoman Susanne Mayer. Also present were Dir. of Administration Mark Luberd, Finance Office & Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Mayor Olson vacated his seat at 6:12 p.m. Council President Wilhelm then chaired the meeting, stating she will be voting as Alderwoman.

MAYOR'S  
RECOMMENDED 2016  
BUDGETS

II. Alderman Taylor moved to amend the Mayor's Recommended 2016 Budget by deleting from the Capital Improvement Fund and the Capital Improvement Plan the revenues and expenditures associated with the Tax Increment Finance District #4 projects, identified as "Area D Infrastructure" for \$15,000,000 and the Tax Increment Finance District #5 project, identified as "Area A Infrastructure Costs" for \$23,000,000; and deleting such related appropriations for the Tax Increment Fund appropriations; and reducing the General Fund "Anticipated Un-spent Appropriations" by \$10,220. Seconded by Alderman Schmidt. Upon voice vote, five Ayes; one No (Alderman Dandrea). Motion carried.

Alderman Taylor moved to amend the Mayor's Recommended 2016 Budget by deleting from the Capital Improvement Fund the following city funding: \$301,000 Salt Barn; \$100,000 Sidewalks-citizen request; \$25,746 Mini Park #3; \$25,746 Mini Park #4; \$10,260 W. Puetz Road and S. 35th Street/Franklin Woods as well as striking the overall project; \$500,000 City Hall Entrance Remodel; reducing Contingency Account to \$68,350; and an overall reduction of planned borrowing by \$1,000,000; and elimination of \$31,350 from the Christine Rathke Memorial Park Trail. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

Alderman Taylor moved to amend the Mayor's Recommended 2016 General Fund Budget by reducing Computer Aids \$296,000; increasing Transportation Aids \$37,000; and reducing General Fund Property Tax levy \$149,000; and expenditure

reductions to Police Department \$20,000; Fire Department \$7,000; Administration/other Departments \$16,000; Department of Public Works \$7,000; Salt \$20,000; Fuel \$80,000; Health Insurance rate adjustment \$40,000; Light Equipment Operator start date of October 1 \$18,000; increase under expenditures \$100,000; and revenue increases to Ambulance revenue \$25,000; Fines and Forfeitures \$20,000; Miscellaneous revenues \$20,000; Insurance Dividend \$20,000; and Building Permits \$15,000; and further that Department allocations would be consistent with the document dated 10/12/2015 titled Mayor's Recommendation to Address State Shared Revenue Shortage and other required allocations determined by the Director of Finance. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Taylor, moved to tentatively amend the Mayor's Recommended 2016 Budget by increasing the Transfers Out to the Capital Improvement Fund by \$1,200,000 and decreasing the Restricted Contingency by \$500,000. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Taylor vacated his seat at 7:51 p.m. and returned to his seat at 7:52 p.m.

Alderman D. Mayer moved to suspend the regular order of business to allow Rachel Muchin-Young, Library Director, to speak. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Taylor moved to return to the regular order of business. Seconded by Alderman Dandrea. Upon voice vote, five Ayes; one No (Alderman D. Mayer); motion carried.

Alderman Taylor vacated his seat at 8:10 p.m.

ADJOURNMENT

III.

Alderman Schmidt moved to adjourn the meeting at 8:11 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>10/20/2015</b></p>
<p><b>ORGANIZATIONAL BUSINESS</b></p>	<p><b>Board and Commission Appointments</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>E.</i></p>

The following appointments have been submitted by the Mayor for Council confirmation:

- (a) Linda Witkowski, 7935 South 67<sup>th</sup> Street, Ald. Dist. 4 - Finance Committee (expiring 4/30/16, 1 year term).
- (b) Marc Manthey, 7802 Stonebrook Ct., Ald. Dist. 3 - Environmental Committee (expiring 4/30/18, 3 year term).

**Shirley Roberts**

**From:** volunteerfactsheet@franklinwi.gov  
**Sent:** Sunday, March 08, 2015 9:22 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Linda Witkowski  
**PhoneNumber:** 414-425-7735  
**EmailAddress:** lwitkowski@att.net  
**YearsasResident:** 27 Years  
**Alderman:**  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**FinanceCommittee:** 1  
**EnvironmentalCommission:** 0  
**ForwardFranklinEconomicDevelopComm:** 0  
**FairCommission:** 0  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 0  
**LibraryBoard:** 0  
**PlanCommission:** 0  
**PersonnelCommittee:** 0  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**BoardofWaterCommissioners:** 0  
**TechnologyCommission:** 0  
**WasteFacilitySitingCommittee:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**CompleteStreetsandConnectivityCommittee:** 0  
**CompanyNameJob1:** Waukesha County  
**TelephoneJob1:** 262-548-7038  
**StartDateandPositionJob1:** May 2013 Budget Manager  
**EndDateandPositionJob1:** Current Position  
**CompanyNameJob2:** Waukesha County  
**TelephoneJob2:** 262-548-7038  
**StartDateandPositionJob2:** August 1987 Budget Management Specialist  
**EndDateandPositionJob2:** May 2013  
**CompanyNameJob3:** Milwaukee County Department of Welfare

*received waukesha  
3/10/15*

**TelephoneJob3:**  
**StartDateandPositionJob3:** 1979 Budget Analyst I  
**EndDateandPositionJob3:** 1987 Budget Analyst III  
**Signature:** Linda Witkowski  
**Date:** 3/8/2015  
**Signature2:** Linda Witkowski  
**Date2:** 3/8/2015  
**Address:** 7935 S 67th St.  
**PriorityListing:**  
  
**WhyInterested:** I have a strong interest in public service and the community I live in. This interest and my work experience in government finance will allow me to contribute to the work of the Finance Committee.  
  
**CompanyAddressJob1:** 515 W Moreland Blvd, Waukesha, WI 53188  
**DescriptionofDutiesJob1:** Develop and manage County budget in coordination with County Executive and Department heads and staff. Manage team of 4 budget analysts.  
**AddressJob2:** 515 W Moreland Blvd, Waukesha, WI 53188  
**DescriptionofDutiesJob2:** Analyze County Department budget requests and develop monitoring reports. Coordinate issuance of debt and five year capital plan. Develop budget request system. Write fiscal notes for proposed legislation.  
  
**AddressJob3:**  
**DescriptionofDutiesJob3:** Develop Department budget request. Monitor budget. Analyze program requests.  
**AdditionalExperience:** Certified Public Finance Officer, Member Government Finance Officers Association, School Board Treasurer  
**ClientIP:** 75.9.80.209  
**SessionID:** szfdj2inghhe2a55huqyxlm  
See Current Results

## Shirley Roberts

---

**From:** volunteerfactsheet@franklinwi.gov  
**ent:** Monday, June 01, 2015 12:10 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Marc Manthey  
**PhoneNumber:** 4145077262  
**EmailAddress:** [marcmanthey5@gmail.com](mailto:marcmanthey5@gmail.com)  
**YearsasResident:** 20  
**Alderman:**  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**FinanceCommittee:** 0  
**EnvironmentalCommission:** 1  
**ForwardFranklinEconomicDevelopComm:** 0  
**FairCommission:** 0  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 1  
**LibraryBoard:** 0  
**PlanCommission:** 1  
**PersonnelCommittee:** 0  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**BoardofWaterCommissioners:** 0  
**TechnologyCommission:** 0  
**WasteFacilitySitingCommittee:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**CompleteStreetsandConnectivityCommittee:** 0  
**CompanyNameJob1:** Habitat ReStore  
**TelephoneJob1:** (920) 338-1650  
**StartDateandPositionJob1:** February (Intern)  
**EndDateandPositionJob1:** May (Intern)  
**CompanyNameJob2:** Brown County Parks Department  
**TelephoneJob2:** (920) 448-6242  
**StartDateandPositionJob2:** September 2014 (Ranger Assistant)  
**ndDateandPositionJob2:** November 2014 (Ranger Assistant)  
**CompanyNameJob3:** Wise Guys

*Have  
Waiver*

**TelephoneJob3:** (414) 327-5541  
**StarDateandPositionJob3:** June 2011 (Maintenance)  
**EndDateandPositionJob3:** September 2014 (Maintenance)  
**Signature:** Marc Manthey  
**Date:** 6/1/2015  
**Signature2:** Marc Manthey  
**Date2:** 6/1/2015  
**Address:** 7802 Stonebrook Ct Franklin, WI 53132  
**PriorityListing:** Environmental Commission #1  
**WhyInterested:** To help, protect, and benefit the community and its surrounding environment.  
**CompanyAddressJob1:** 2965 Ramada Way, #B Green Bay, WI 54304  
**DescriptionofDutiesJob1:** -Pick up merchandise -Recycle Materials -Price Merchandise  
**AddressJob2:** 2801 County RK Green Bay, WI  
**DescriptionofDutiesJob2:** Patrol Security Park Maintenance  
**AddressJob3:** 3200 S 103rd St Milwaukee, WI 53227  
**DescriptionofDutiesJob3:** Party setup Party cleanup Lawn maintenance  
**AdditionalExperience:** I am interested in any opportunities available.  
**ClientIP:** 65.29.151.26  
**SessionID:** 5pk1rmjycowu11551xjeat55  
See Current Results

**BLANK PAGE**

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/15
REPORTS & RECOMMENDATIONS	<p align="center"> <b>AN ORDINANCE TO AMEND §15-3.0412 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 7 (FRANKLIN INDUSTRIAL PARK) TO REMOVE AN APPROXIMATELY 3.7 ACRE AREA OF PROPERTY AND TO AMEND §15-3.0423 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 18 (FRANKLIN BUSINESS PARK) TO ADD THAT APPROXIMATELY 3.7 ACRE AREA OF PROPERTY AND TO ALLOW FOR AN APPROXIMATE 30,000 SQUARE FOOT ADDITION TO THE EXISTING BUILDING AND APPROXIMATELY 75 ADDITIONAL PARKING SPACES AND TO ELIMINATE REQUIRED SETBACKS FOR INTERIOR PARCEL LINES WHERE CONTIGUOUS PARCELS HAVE BEEN COMBINED BY LAND COMBINATION PERMIT (CARLISLE INTERCONNECT TECHNOLOGIES, INC., APPLICANT) (5300 WEST FRANKLIN DRIVE)</b> </p>	ITEM NUMBER  <i>G.I.</i>

At their meetings on October 8, 2015, the Economic Development Commission (EDC), the Community Development Authority (CDA), and the Plan Commission each recommended approval of the subject ordinance to amend §15-3.0412 (PDD No. 7) and §15-3.0423 (PDD No. 18) of the Unified Development Ordinance, to remove an approximately 3.7 acre area of property from PDD No. 7 and to add that area to PDD No. 18 (to allow for an approximately 30,000 square foot building addition and approximately 75 additional parking spaces) and to eliminate required setbacks for interior parcel lines where contiguous parcels have been combined by land combination permit, for Carlisle Interconnect Technologies, Inc. at 5300 West Franklin Drive.

Simply for the Common Council's information, it can also be noted that at the October 8<sup>th</sup> meetings:

- The associated Site Plan amendment (for the subject building and parking lot additions) was approved by the CDA, and approved in concept by the EDC.
- The associated waiver of certain re-purchase rights and property line setbacks, as set forth within the Protective Covenants of the Franklin Business Park, was approved by the CDA.
- The associated waiver of certain first refusal and re-purchase rights and property line setbacks, as set forth within the Deed Restrictions and Protective Covenants of the Franklin Industrial Park (such matter being a separate Common Council Action item) was recommended for approval by the EDC.
- The associated release of a Landscape Easement to allow off-street parking (such matter being a separate Common Council Action item) was recommended for approval by the CDA.

**COUNCIL ACTION REQUESTED**

A motion to approve Ordinance No. 2015-\_\_\_\_\_, an ordinance to amend §15-3.0412 of the Unified Development Ordinance Planned Development District No. 7 (Franklin Industrial Park) to remove an approximately 3.7 acre area of property and to amend §15-3.0423 of the Unified Development Ordinance Planned Development District No. 18 (Franklin Business Park) to add that approximately 3.7 acre area of property and to allow for an approximate 30,000 square foot addition to the existing building and approximately 75 additional parking spaces and to eliminate required setbacks for interior parcel lines where contiguous parcels have been combined by land combination permit (Carlisle Interconnect Technologies, Inc., applicant) (5300 West Franklin Drive).

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE TO AMEND §15-3.0412 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 7 (FRANKLIN INDUSTRIAL PARK) TO REMOVE AN APPROXIMATELY 3.7 ACRE AREA OF PROPERTY AND TO AMEND §15-3.0423 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 18 (FRANKLIN BUSINESS PARK) TO ADD THAT APPROXIMATELY 3.7 ACRE AREA OF PROPERTY AND TO ALLOW FOR AN APPROXIMATE 30,000 SQUARE FOOT ADDITION TO THE EXISTING BUILDING AND APPROXIMATELY 75 ADDITIONAL PARKING SPACES AND TO ELIMINATE REQUIRED SETBACKS FOR INTERIOR PARCEL LINES WHERE CONTIGUOUS PARCELS HAVE BEEN COMBINED BY LAND COMBINATION PERMIT  
 (CARLISLE INTERCONNECT TECHNOLOGIES, INC., APPLICANT)  
 (5300 WEST FRANKLIN DRIVE)

WHEREAS, §15-3.0412 of the Unified Development Ordinance provides for and regulates Planned Development District No. 7 (Franklin Industrial Park), same having been created by Ordinance No. 85-864; and

WHEREAS, §15-3.0423 of the Unified Development Ordinance provides for and regulates Planned Development District No. 18 (Franklin Business Park), same having been created by Ordinance No. 93-1279 and later amended by Ordinance Nos. 1997-1437, 2000-1627, 2003-1743, 2005-1851 and 2012-2094; and

WHEREAS, Planned Development District No. 7 (Franklin Industrial Park) (Parcel 1) and Planned Development District No. 18 (Franklin Business Park) (Parcel 2 and Parcel 3) currently include those lands which support the Carlisle Interconnect Technologies, Inc. light manufacturing operation facilities, such lands parcels having previously been combined by land combination permit, legally described as follows:

Parcel 1: Lot 1, Block 3, in Franklin Industrial Park, recorded in the office of Milwaukee County Register of Deeds on November 20, 1985 as document No. 5866429, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin. EXCEPTING THEREFROM that part conveyed to the City of Franklin by Warranty Deed recorded September 26, 1994 as Document No. 7006131. Tax Key No. 931-0017-003.

Parcel 2: Lot 1, Block 3, in Franklin Business Park, recorded in the office of Milwaukee County Register of Deeds on October 26, 1993, as document No. 6846882, being a redivision of Certified Survey Map No. 4875, and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, as corrected by Surveyor's Affidavit of Correction recorded March 30, 1994 as Document No. 6928328 and Affidavit of Correction recorded September 19, 1994 as Document No. 7003047. Tax Key No. 931-0017-003.

Parcel 3: Lot 2, Block 3, in Franklin Business Park, recorded in the office of Milwaukee County Register of Deeds on October 26, 1993, as document No. 6846882, being a redivision of Certified Survey Map No. 4875, and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, as corrected by Surveyor's Affidavit of Correction recorded March 30, 1994 as Document No. 6928328 and Affidavit of Correction recorded September 19, 1994 as Document No. 7003047; Tax Key No. 931-0017-003; and

WHEREAS, the property which is the subject of the application for rezoning from Planned Development District No. 7 (Franklin Industrial Park) to Planned Development District No. 18 (Franklin Business Park) is more particularly described as follows:

Parcel 1: Lot 1, Block 3, in Franklin Industrial Park, recorded in the office of Milwaukee County Register of Deeds on November 20, 1985 as document No. 5866429, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin. EXCEPTING THEREFROM that part conveyed to the City of Franklin by Warranty Deed recorded September 26, 1994 as Document No. 7006131. Tax Key No. 931-0017-003; and

WHEREAS, Carlisle Interconnect Technologies, Inc., applicant, in addition to the removal of property from Planned Development District No. 7 (Franklin Industrial Park) and addition of that area to Planned Development District No. 18 (Franklin Business Park), having petitioned for an amendment to Planned Development District No. 18 (Franklin Business Park), to eliminate required setbacks for interior parcel lines where contiguous parcels have been combined by land combination permit, to allow for construction of an approximately 30,000 square foot addition to the existing building and approximately 75 additional parking spaces; and

WHEREAS, the subject petition was before the Economic Development Commission on October 8, 2015, the Commission having recommended approval thereof to the Common Council; and

WHEREAS, the subject petition was before the Community Development Authority on October 8, 2015, the Authority having recommended approval thereof to the Common Council in conjunction with the Authority's conditional approval of a Site Plan for the Carlisle Interconnect Technologies, Inc. facilities expansion project; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 8th day of October, 2015, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed Planned Development Districts amendments would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having accepted the recommendations of the Economic Development Commission, the Community Development Authority and the Plan Commission and having determined that the proposed amendments to Planned Development District No. 7 (Franklin Industrial Park) and Planned Development District No. 18 (Franklin Business Park) are consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0412 Planned Development District No. 7 (Franklin Industrial Park), §15-3.0423 Planned Development District No. 18 (Franklin Business Park), and §15-3.0102 (Zoning Map), of the Unified Development Ordinance of the City of Franklin, Wisconsin, be and the same are hereby amended to remove the property described below from Planned Development District No. 7 (Franklin Industrial Park) zoning designation and to add the property to Planned Development District No. 18 (Franklin Business Park):

Lot 1, Block 3, in Franklin Industrial Park, recorded in the office of Milwaukee County Register of Deeds on November 20, 1985 as document No. 5866429, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

EXCEPTING THEREFROM that part conveyed to the City of Franklin by Warranty Deed recorded September 26, 1994 as Document No. 7006131. Tax Key No. 931-0017-003.

SECTION 2: §15-3.0423 Planned Development District No. 18 (Franklin Business Park) of the Unified Development Ordinance of the City of Franklin is hereby amended to create a Subsection (13) to read as follows:

"(13) Multiple Parcel Sites

The building setback provisions of Subsection (9) herein and parking driveway setbacks of Subsection (10) herein shall apply only to the property lines of the boundary of any Combined Parcel and shall not apply to any interior property lines common to two or more contiguous parcels within the Combined Parcel. For the purposes of this paragraph, "Combined Parcel" shall mean any two or more contiguous parcels of land held under one ownership provided such parcels are used as one zoning lot and have been combined by Land Combination Permit as set forth in §15.9.0115 of this Ordinance."

SECTION 3: Any structure or structure installation existing prior to the effective date of this Ordinance or constructed after such date which would be nonconforming under §§15-3.0423(9) or (10), but which comply with Section 2 of this Ordinance, shall be deemed conforming for the purposes of §§15-3.1006, 15-3.1007 and 15-3.1008 of the Unified Development Ordinance.

SECTION 4: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2015-\_\_\_\_\_

Page 5

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

ATTEST:

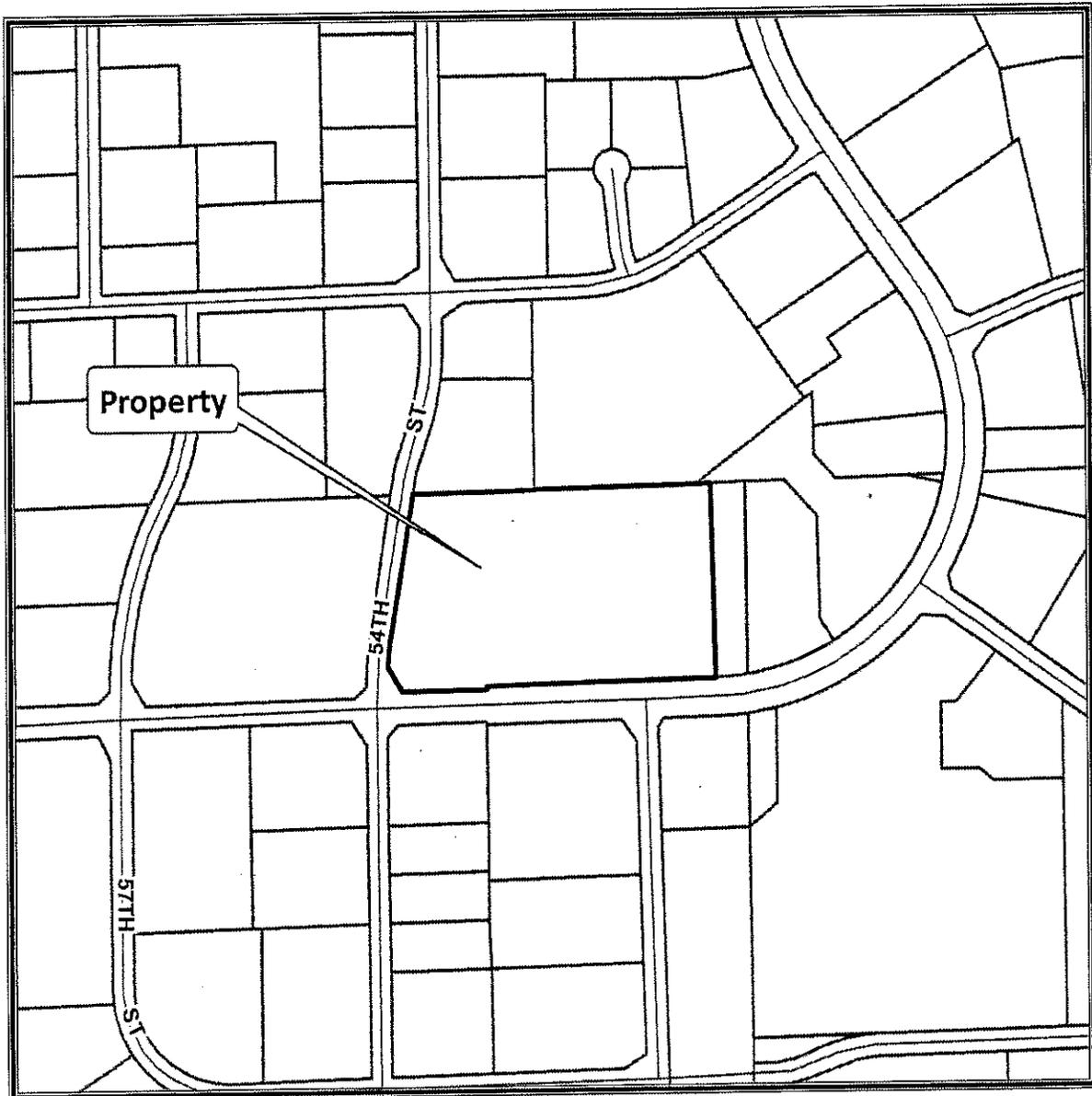
\_\_\_\_\_  
Stephen R. Olson, Mayor

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

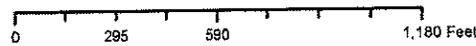
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



5300 W. Franklin Drive  
TKN 931-0017-003



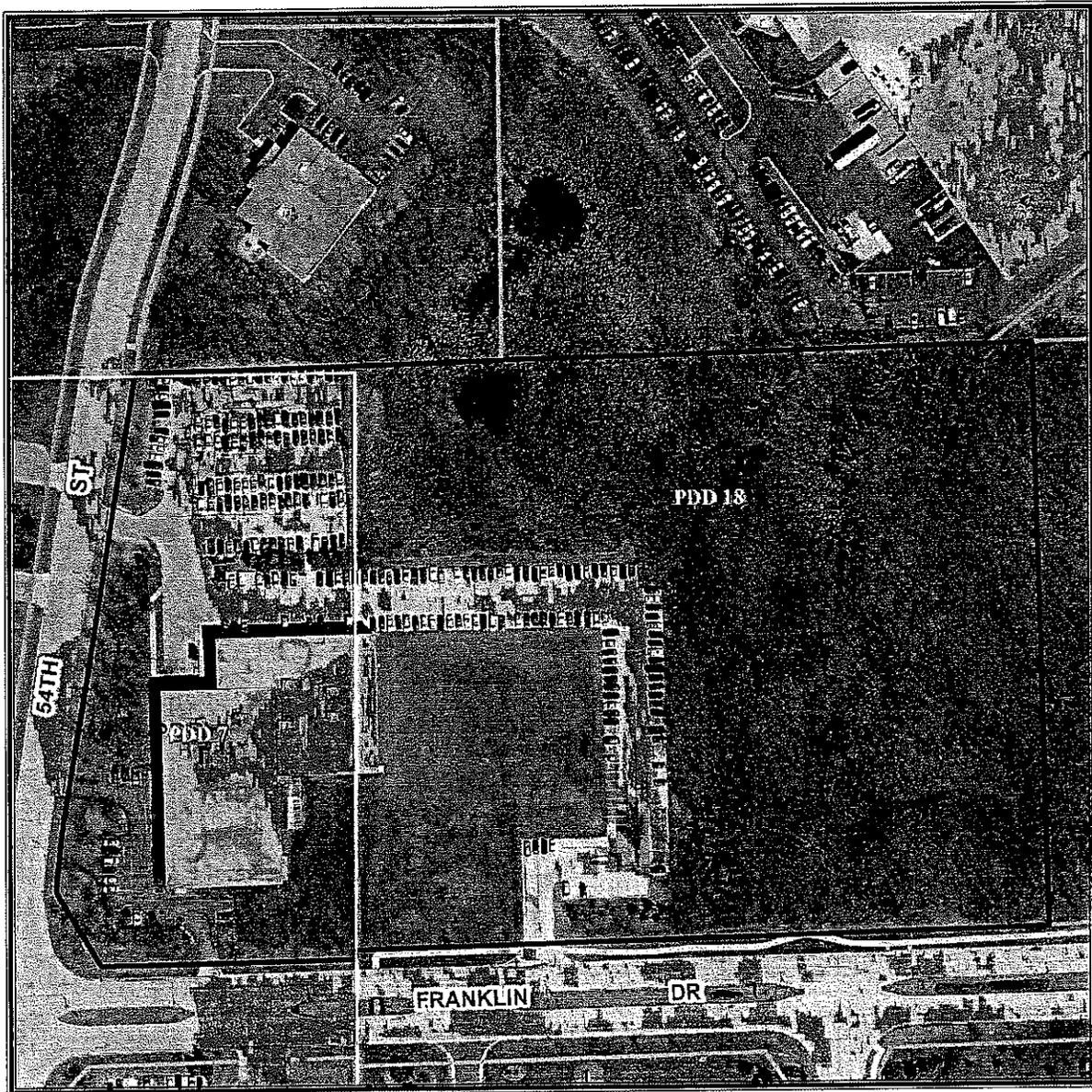
Planning Department  
(414) 425-4024



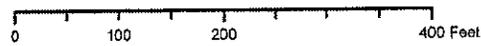
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



5300 W. Franklin Drive  
TKN 931-0017-003

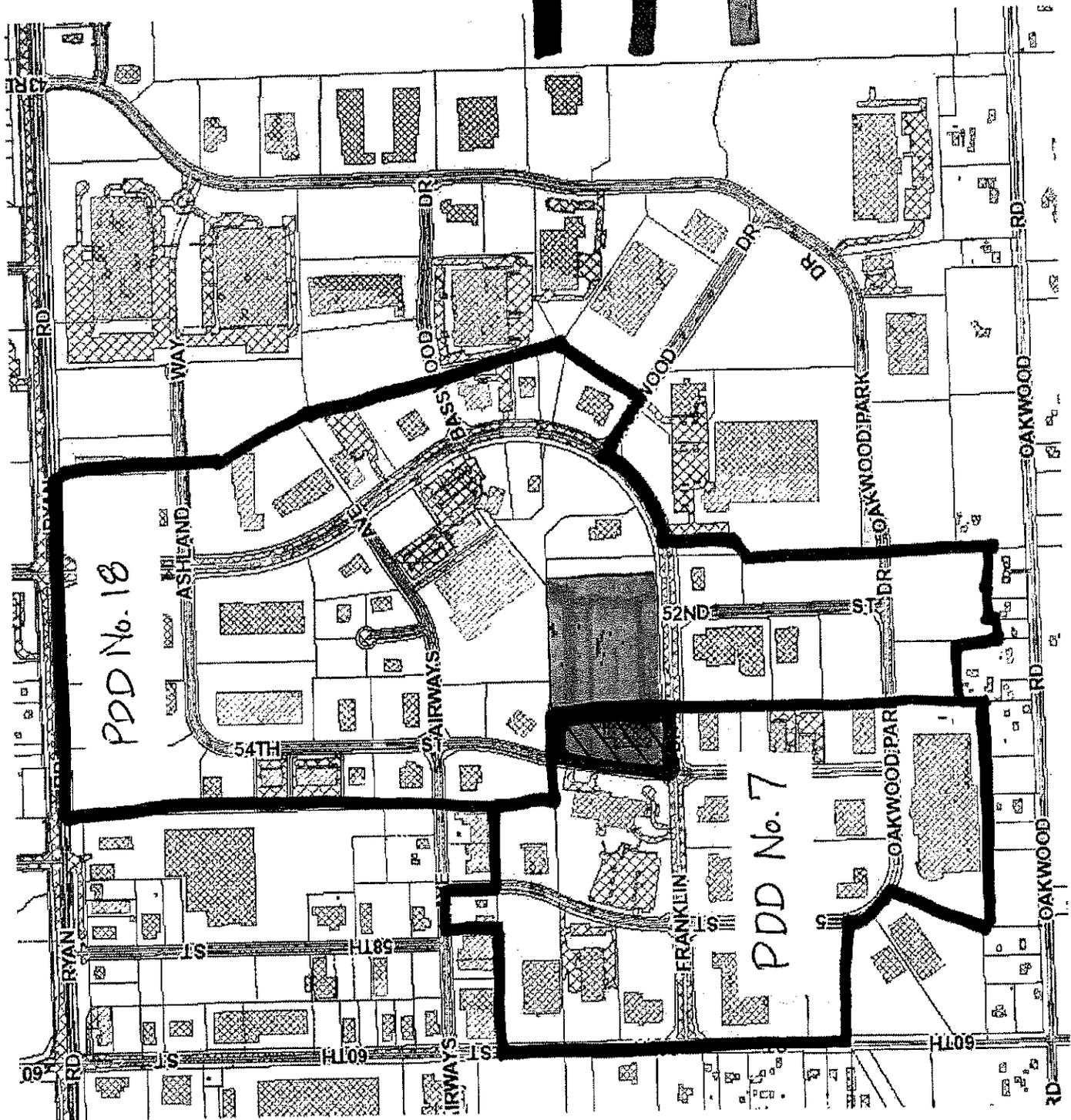


Planning Department  
(414) 425-4024



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

Existing PDD Boundary  
Proposed Change in Boundary  
Applicant's site



 **CITY OF FRANKLIN** 

**REPORT TO THE PLAN COMMISSION**

**Meeting of October 8, 2015**

**Planned Development District Amendment**

**RECOMMENDATION:** City Development Staff recommends approval of the proposed amendments of Planned Development District Nos. 7 and 18.

<b>Project Name:</b>	PDD Nos. 7 and 18 Amendment and Site Plan Amendment (Carlisle Interconnect Technologies, Inc.)
<b>Project Address:</b>	5300 W. Franklin Drive
<b>Applicants:</b>	Patrick Cusick, Carlisle Interconnect Technologies, Inc. Deborah C. Tomczyk, Reinhart Boerner Van Deuren, S.C.
<b>Property Owner:</b>	P & JF-A, LLC.
<b>Current Zoning:</b>	Planned Development District No.7 (Franklin Industrial Park Phase II) and Planned Development District No. 18 (Franklin Business Park)
<b>2025 Comprehensive Plan:</b>	Commercial and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Manufacturing and light industrial to the north, south and west, and areas of natural resource features to the east.
<b>Applicant's Action Requested:</b>	Recommendation to the Common Council for approval of the proposed Planned Development District Amendments.

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft ordinance.

**INTRODUCTION:**

On September 3, 2015, representatives of Reinhart Boerner Van Deuren, S.C. and Computerized Structural Design, S.C., on behalf of Carlisle Interconnect Technologies, Inc., submitted a Planned Development District (PDD) application for the property located at 5300 W. Franklin Drive. The applicants propose to rezone the western (approximately 3.7 acre) portion of the subject property from Planned Development District No.7 (Franklin Industrial Park Phase II) to Planned Development District No. 18 (Franklin Business Park).

Solely for the Plan Commission's information, it can be noted that the applicants are also proposing the following additional changes for Community Development Authority and Common Council review and approval:

- amend PDD No. 18 to remove certain required setbacks from internal property lines;

- waive certain repurchase rights and certain required setbacks from internal property lines as currently set forth under the Declaration of Protective Covenants for the Franklin Business Park;
- release a restriction to allow for off-street parking in a designated Landscape Easement area as set forth on the final plat for the Franklin Business Park; and
- amend the current Site Plan for Carlisle Interconnect Technologies, Inc. to allow an approximately 30,000 square foot addition to the existing building and an associated expansion of the parking lot.

**BACKGROUND:**

It can be noted that the subject 13.7 acre property was once three separate parcels, Lot 1 of Block 3 of the Franklin Industrial Park, and Lots 1 and 2 of Block 3 of the Franklin Business Park. Lot 1 of the Franklin Industrial Park (the 3.7 acre western-most portion of the subject area) is located within Planned Development District No. 7, which PDD was approved by the Common Council on June 18, 1985. Lots 1 and 2 of the Franklin Business Park (the remaining 10 acre eastern portion of the subject area) are located within Planned Development District No. 18, which PDD was approved by the Common Council on October 19, 1993.

The original building and parking lot were constructed in 1992 for Electronic Cable Specialists Inc. and were located entirely within Lot 1 of the Franklin Industrial Park (PDD No. 7).

On September 9, 1997, the Common Council approved a Land Combination of Lot 1 of the Franklin Industrial Park and Lot 1 of the Franklin Business Park. Furthermore, that Land Combination specifically stated that:

“The entirety of the combined parcel shall subject to the terms and provisions of Planned Development District No. 18 – Franklin Business Park and all recorded restrictions and protective covenants for the Franklin Business Park; excepting such structures or installations constructed or installed by Buyer on Lot 1, Block 3 in Franklin Industrial Park Addition No. 1, existing prior to the date of this land combination permit, which structures and improvements shall be deemed legal nonconforming structures and improvements, which shall only be deemed such to the extent they do not conform to the terms and provisions of Planned Development District No. 18 and the aforesaid restrictions and protective covenants for the Franklin Business Park.”

In 1998, an approximately 18,200 square foot addition to the building and an associated parking lot addition, extending into Lot 1 of the Franklin Business Park, were built.

On December 21, 1999, the Common Council approved a Land Combination of Lot 2 of the Franklin Business Park with Lot 1 of the Franklin Business Park and with Lot 1 of the Franklin Industrial Park.

On October 1, 2009, Carlisle Companies Inc. had acquired Electronic Cable Specialists Inc. and announced that it would operate as Carlisle Interconnect Technologies Inc.

Currently, all three lots have been combined into one lot pursuant to the Land Combinations noted above. However, the western portion of the subject area (and the original portion of the building and parking lot) is still zoned Planned Development District No. 7, while the eastern portion of the subject area (and the later building addition and parking lot addition), is still zoned Planned Development District No. 18.

### **PROJECT DESCRIPTION/ANALYSIS:**

In part to more clearly identify that only one zoning district and one set of zoning standards, protective covenants, easements, etc. applies to the entire subject property, the applicants have requested approval of the subject rezoning.

### **Planned Development District Amendments:**

As shown on the attached map, approximately 3.7 acres is proposed to be removed from Planned Development District No. 7 and added to Planned Development District No. 18.

The applicants are also requesting that PDD No. 18 be amended so that the building, parking and driveway setbacks at Section .02(9) and (10) not apply to interior property lines when two or more contiguous parcels under one ownership have been combined by means of a Land Combination Permit. A copy of the Site Plan (which will be reviewed by the Community Development Authority) is attached for informational purposes.

It can be noted that in all other aspects, it appears that the existing and proposed development is generally in conformance with the land use and zoning standards (such as use, setbacks, Land/Building Ratio, etc.) set forth in PDD No. 18.

Staff has therefore determined that the proposed changes comply with the Intent of Planned Development Districts, Conformance with the Adopted Comprehensive Master Plan, and Minimum Area and Use Requirements and Other Standards of planned development districts as set forth in Division 15-3.0400 of the Unified Development Ordinance.

### **Comprehensive Master Plan Amendment.**

#### **Comprehensive Master Plan Consistency**

*Consistent with, as defined by Wisconsin State Statute; means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan."*

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies existing and future land uses for both the Business Park and the Industrial Park as Commercial, and the subject property as Commercial and Areas of Natural Resource Features. In addition, the property is currently developed and the use is not envisioned to change. Therefore, there is no change to the Comprehensive Master Plan, and in all other aspects, the project appears to be consistent with the Plan.

**CONCLUSION:**

Planning Department staff recommends approval of the subject rezoning from Planned Development District No. 7 (Franklin Industrial Park Phase II) to Planned Development District No. 18 (Franklin Business Park).

**PROJECT SUMMARY FOR  
PROPOSED EXPANSION OF  
LIGHT MANUFACTURING OPERATION  
AT 5300 WEST FRANKLIN DRIVE**

Carlisle Interconnect Technologies, Inc. proposes to expand its light manufacturing operation at 5300 West Franklin Drive. The site consists of three separate parcels with a combined gross land area of approximately 13.7 acres, as legally described in the attached Exhibit A. Pursuant to City of Franklin Resolutions 97-4618 and 99-4956 the City has issued Land Combination Permits which combine the three separate parcels into a single zoning lot (collectively, the "Site"). Parcels 2 and 3 are zoned Planned Development District (PDD) No. 18 (Franklin Business Park). Parcel 1 is also zoned PDD but is not part of PDD No. 18.

Carlisle seeks a PDD amendment to change the zoning of Parcel 1 to PDD No. 18. Concurrent with this PDD amendment process Carlisle is seeking Site Plan Review for the project. Carlisle intends to proceed with construction of the expansion upon approval of the PDD amendment and Site Plan.

1. Description of Proposed Building Expansion and Site Work. Carlisle intends to construct 29,872 of additional building space along the east end of the existing building together with approximately 92 new parking spaces (the "Project"). Site Plans and Building Elevation plans depicting the proposed construction are included in the PDD application.

The proposed building expansion and site work will not require changes, additions or extensions of public facilities.

Two new catch basins will be constructed in the new parking area. They will take the storm water to an existing catch basin located near the existing drive on Franklin Drive. No new water will be conveyed to the streets. The proposed work may include an expansion of the storm water pipe that connects to the public storm water pipe in the Franklin Street.

The proposed development will be adequately served by off-street parking and truck service facilities. After expansion of the facility, there will be 349 off-street parking spaces serving the facility. An additional loading area will be constructed at the northeast corner of the proposed building expansion.

The operational character, physical plant arrangement, and architectural design of the facility will be compatible with the latest in performance standards and industrial development design and will not result in adverse effects upon the property values of the

surrounding neighborhood. As depicted on the building plans, the architecture of the proposed building expansion is compatible with the existing building. Façade treatment of the building expansion has been designed to match the existing building, including window sills and masonry accent bands. In addition, the south and west elevations of the proposed expansion have been designed with recessed masonry panels with 4" offset to match the fenestration of the existing building.

The proposed expansion is properly related to the total transportation system of the community and will not result in an adverse effect on the safety and efficiency of the public streets.

The total average intensity of development within the PDD Planned Development District will be compatible with the City of Franklin Comprehensive Master Plan, elements thereof, and the detailed planning district plans for the area.

2. Uses. Uses at the Site will be consistent with the permitted uses under PDD No. 18. The Site is currently used for light industrial and manufacturing and related ancillary and accessory uses. Expansion of the facility will expand but not change the uses at the Site.

3. Setbacks. Setbacks are depicted on the Site Plan. Existing and proposed building, parking and driveway setbacks from West Franklin Drive, 54th Street and the north and east property lines of the Site comply with PDD No. 18. PDD No. 18 requires building setbacks of 25 feet and parking and driveway setbacks of 15 feet from any property line not abutting a public right-of-way. The existing building and future expansion as well as existing and proposed parking are located across the common property lines of Parcels 1 and 2 and thus do not meet the setback requirements for property lines not abutting a public right-of-way. The proposed amendment to PDD No. 18 addresses this issue by providing that where two or more contiguous parcels of land held under one ownership have been combined pursuant to a Land Combination Permit, building setbacks shall apply only to the property lines of the boundary of such combined parcel and shall not apply to any interior property lines common to contiguous parcels within the combined parcel.

4. Fiscal Impact of the Project on the City of Franklin. Fiscal impacts of the Project on the City of Franklin will be positive and include additional building value and the anticipated creation of thirty-one full time jobs.

5. Consistency with the Comprehensive Master Plan. The City of Franklin Comprehensive Plan contemplates the 2025 land use of the Site to be Commercial. The Project will allow for an expansion of the existing uses at the Site and will not change the uses at the Site.

6. Operational Information. Carlisle designs, manufactures and integrates cable wire harnesses and metal installation support structures at the Site.

7. Building Schedule. Carlisle intends to begin construction of the Project upon approval. Construction will proceed expeditiously to allow Carlisle to expand its operations at the Site as soon as possible.

8. Estimate of Project Value including Site Improvement Costs. The total cost of the Project including site improvement costs is estimated to be \$3,033,000.



<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>October 20, 2015</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>A Resolution to Release in Part a Landscape Easement Upon Lot 1 Block 3 in Franklin Business Park, to allow for off-street parking in a designated Landscape Easement area to allow for construction of an approximately 30,000 square foot addition to the existing building and approximately 75 additional parking spaces for the Carlisle Interconnect Technologies, Inc. light manufacturing operation facilities located at 5300 West Franklin Drive, Tax Key No. 931-0017-003, zoned Planned Development District No. 18, in the Franklin Business Park (Carlisle Interconnect Technologies, Inc., Applicant)</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.2.</i></p>

The Community Development Authority unanimously adopted a motion at its meeting on October 8, 2015 to recommend approval of the above entitled Resolution. A copy of the Site Plan which was approved by the Community Development Authority at the aforesaid meeting and approved in concept by the Economic Development Commission on the same date is annexed hereto, together with a copy of the draft resolution.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution to Release in Part a Landscape Easement Upon Lot 1 Block 3 In Franklin Business Park.



RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION TO RELEASE IN PART A LANDSCAPE EASEMENT UPON LOT 1  
BLOCK 3 IN FRANKLIN BUSINESS PARK  
(5300 West Franklin Drive; Tax Key No. 931-0017-003)  
(Carlisle Interconnect Technologies, Inc., Applicant)

---

WHEREAS, the Final Plat for the Franklin Business Park provides a landscape easement upon Lot 1 Block 3; and

WHEREAS, the subject property supports the Carlisle Interconnect Technologies, Inc. light manufacturing operation facilities, which are also in the process of expansion, with such property also supporting existing landscaping and anticipating expansion project proposed additional landscaping which exceeds all applicable Unified Development Ordinance, Franklin Business Park Covenants and related other applicable landscaping requirements for the property; and

WHEREAS, the Applicant having requested a partial release of an existing landscape easement to allow for necessary additional vehicle parking required by the facilities expansion in process, the existing and proposed landscaping on the subject property to remain in excess of required landscaping standards following such release; and

WHEREAS, the Community Development Authority having approved the release subject to Common Council further approvals, and recommended the approval of the partial release of landscape easement to the Common Council at its meeting on October 8, 2015, and the Common Council having considered the request for the partial release of the landscape easement and the conditions thereof, in conjunction with the development project encompassing the subject request and the existing and proposed landscaping improvements, and having determined that such release is in the furtherance of the protection of the public health, safety and welfare; and

WHEREAS, Lot 1 Block 3, in Franklin Business Park, is more particularly described as follows:

Lot 1 Block 3, in Franklin Business Park, recorded in the office of Milwaukee County Register of Deeds on October 26, 1993, as document No. 6846882, being a redivision of Certified Survey Map No. 4875, and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, as corrected by Surveyor's Affidavit of Correction recorded March 30, 1994 as Document No. 6928328 and Affidavit of Correction recorded September 19, 1994 as

RESOLUTION NO. 2015-\_\_\_\_\_

Page 2

Document No. 7003047. Tax Key No. 931-0017-003; and

WHEREAS, the existing landscape easement upon Lot 1 as set forth on the Franklin Business Park Plat, recorded in the Office of the Register of Deeds for Milwaukee County as Document No. \_\_\_\_\_, Reel \_\_\_\_\_, Image \_\_\_\_\_, is legally described as follows:

*[add legal description]*; and

WHEREAS, the proposed triangular shaped partial release of landscape easement upon Lot 1 is depicted upon Exhibit A annexed hereto and legally described as follows:

*[add legal description]*; and

WHEREAS, the landscape easement is a restriction which was imposed by the Franklin Common Council; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having determined that the release of the landscape easement restriction is fair and reasonable under all of the circumstances and will promote the welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the landscape easement upon Lot 1 Block 3, in Franklin Business Park, recorded in the Office of the Register of Deeds for Milwaukee County as Document No. \_\_\_\_\_, Reel \_\_\_\_\_, Image \_\_\_\_\_, be and the same is hereby partially released, to remove the triangular shaped area of the landscape easement as is described above and depicted upon Exhibit A annexed hereto, and the landscape easement is hereby amended and approved, accordingly.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

RESOLUTION NO. 2015-\_\_\_\_\_

Page 3

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>October 20, 2015</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>A Resolution Amending Deed Restrictions and Protective Covenants for the City of Franklin Industrial Park (Carlisle Interconnect Technologies, Inc.)</p>	<p><b>ITEM NUMBER</b></p> <p><i>G, 3.</i></p>

The Economic Development Commission unanimously adopted a motion at its meeting on October 8, 2015 to recommend approval of the above entitled Resolution. A copy of the draft resolution, with some minor format and legal description changes from that which was presented to the Economic Development Commission, is attached.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution to Release in Part a Landscape Easement Upon Lot 1 Block 3 In Franklin Business Park.

## RESOLUTION NO. 2015-\_\_\_\_\_

**A RESOLUTION AMENDING DEED RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE CITY OF FRANKLIN INDUSTRIAL PARK**

WHEREAS, the Economic Development Commission of the City of Franklin at its meeting on October 8, 2015 recommended that the deed restrictions for the Industrial Park be amended as set forth below; and

WHEREAS, Resolution No. 88-3189, Section 18, authorizes modification and amendment of the deed restrictions and covenants by a favorable vote of 3/4ths of the Common Council and by resolution in recordable form; and

WHEREAS, said resolution and deed restriction affect the following described land: Commencing at the southwest corner of said Northwest quarter of Section 26; thence N. 00° 24' 28" W. along the west line of said Northwest quarter section, 330.64 feet; thence N. 88° 30' 22" E. along the north line of Certified Survey Map No. 3226, 1315.80 feet; thence S. 00° 30' 35" E. along the east line of said Map No. 3226, 331.06 feet; thence N. 88° 31' 30" E. along the north line of said southwest quarter of Section 26, 493.64 feet to the northeast corner of the west 30 acres of the east half of said Southwest quarter section; thence S. 00° 28' 04.5" E. along the east line of said west 30 acres, 2,348.65 feet to a point which is 290.50 feet north of the south line of said Southwest quarter section; thence S. 88° 32' 10" W. and parallel with said south quarter section line, 495.38 feet; thence N. 00° 25' 32.5" W. along the north-south eighth line of said Southwest quarter Section, 19.50 feet to the north-east corner of Certified Survey Map No. 1409; thence S. 88° 32' 10" W. and parallel with said south quarter section line, 710.95 feet to a point which is 610.00 feet east of the west line of said Southwest quarter section; thence N. 00° 18' 47" W. and parallel with said west quarter section line, 42.00 feet to a point which is 352.00 feet north of said south quarter section line; thence S. 88° 32' 10" W. and parallel with said south quarter section line, 610.00 feet; thence N. 00° 18' 47" W. along said west quarter section line, 2,286.92 feet to the northwest corner of said Southwest quarter section, being the place of commencement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 15, consisting of the amended deed restrictions and protective covenants for the City of Franklin Industrial Park, as amended, be and is amended as follows:

## Section 1.

## 4. BUILDING SETBACK REQUIREMENTS

## (c) SIDE YARD

No part or portion of any building shall be erected, constructed or extended nearer than ten (10) feet to any side lot line. The combined total of side yards for any lot

shall not be less than thirty (30) feet. Corner lots shall be deemed to have two side lot lines. Notwithstanding the foregoing, if more than one lot is developed as a single building site of adjoining lots of land and: (1) the lots are in common ownership; and (2) a record owner of such lots has been granted a Land Combination Permit pursuant to Section 15-9.0312 of the City of Franklin Unified Development Ordinance, then buildings and other improvements may be erected, constructed or extended over the interior side lot lines of the adjoining lots.

Section 2.

23. MISCELLANEOUS

The City acknowledges that its right of first refusal and option to repurchase under Section 16 has expired with regard to the following property:

Lot 1, Block 3, in Franklin Industrial Park, recorded in the office of Milwaukee County Register of Deeds on November 20, 1985 as document No. 5866429, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin. EXCEPTING THEREFROM that part conveyed to the City of Franklin by Warranty Deed recorded September 26, 1994 as Document No. 7006131.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Passed and adopted by at least 3/4 majority vote of the members of the Common Council at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

AUTHENTICATION

Signatures of Stephen R. Olson and Sandra L. Wesolowski, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jesse Wesolowski, City Attorney

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>10/20/15</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Police Department request to purchase and use surveillance cameras for crime prevention purposes at Franklin Woods Nature Center</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.4.</i></p>

**BACKGROUND AND ANALYSIS:** The City has been plagued in the past with acts of vandalism in its city parks. Graffiti and destruction of property has taken place in virtually all of the city's parks. Most recently, there have been acts of vandalism at Kayla's Playground in the Franklin Woods Nature Center.

The Police Department is requesting the purchase and use of 2 surveillance cameras to be utilized at Franklin Woods Nature Center to address potential destruction of property at the site of Kayla's Playground. There is a belief that because of some of the concerns expressed about the playground and the prior acts of vandalism, the park could be a target of future vandalism attempts. Utilizing cameras will reduce the amount of patrol time spent patrolling the park and assist in either preventing future vandalism or assisting in the apprehension of suspects committing such vandalism.

While the cameras will be fixed, they would be able to be moved to other areas of the city if determined to be better utilized for crime prevention operations to those areas.

**OPTIONS:** Purchase and use 2 surveillance cameras at Kayla's Playground for the purpose of preventing and/or solving acts of destruction of property or;

Rely on increased patrols and expended man hours to monitor the park and risk further property damage.

**FINANCING:** Fixed cameras could be charged as a capital project cost. Although it is a fixed construction mounting, it is noted that it would be possible with some effort to relocate them to enhance another park. As such, the Director of Administration and Director of Finance suggest using available Park Development appropriations within the Capital Improvement Fund. Impact fees can cover a portion of the cost due to the existing project. Operating costs that may be associated with the cameras may be donated but, if not, should not exceed \$40 per month per camera. Either way, operating costs, if any, will be absorbed in the Parks, Police, and/or Information Services appropriations for 2015 and 2016.

**RECOMMENDATIONS**

Approve the expenditure of \$25,000 for the purchase of 2 surveillance cameras for installation at Franklin Woods Nature Center.

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>October 20, 2015</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement for Fire Alarm and Sprinkler Inspection and Testing in the Franklin Law Enforcement Center Services with SimplexGrinnell LP</p>	<p><b>ITEM NUMBER</b></p> <p>G.5.</p>

SimplexGrinnell LP has been providing services and equipment to the Police Department for maintenance of the security and paging system and door entry security equipment under previously approved agreements. The subject agreement is for the purposes of fire alarm and sprinkler system inspection and testing services. The Police Chief recommends approval. Attached is a copy of the proposed contract, together with additional provisions provided by the City Attorney (which have been previously accepted by SimplexGrinnell LP for the prior contracts), and a draft resolution to approve the agreement.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement for Fire Alarm and Sprinkler Inspection and Testing in the Franklin Law Enforcement Center Services with SimplexGrinnell LP.



# Service Solution

**Customer:**  
**City Of Franklin Pd**  
**Date: 05-OCT-15**  
**Proposal #:421443**  
**Term:01-JAN-16 to 31-DEC-18**

**Billing Customer:**  
 City Of Franklin Pd  
 9455 W Loomis Rd  
 Attn Maureen  
 FRANKLIN, WI 53132-9630

**Service Location:**  
 City Of Franklin Pd  
 9455 W Loomis Rd  
 Attn Maureen  
 FRANKLIN, WI 53132-9630

**SimplexGrinnell**  
**Sales Representative:**  
 Brad Culp  
 N58W14782 Shawn Cir  
 MENOMONEE FALLS, WI 53051  
 ACulp@simplexgrinnell.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>Fire Alarm Test &amp; Inspect</b>			
SIMPLEX 4100/4020 FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Annunciator	1	Annual	
Smoke Detector Conventional	83	Annual	
Heat Detector Restorable	17	Annual	
Duct Detector Conventional	12	Annual	
Pull Station	17	Annual	
Audio-Visual Notification Conventional	78	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Waterflow Test	3	Annual	
<b>Sprinkler Test &amp; Inspect</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>Sprinkler Test &amp; Inspect</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Quarterly	

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Sprinkler Test &amp; Inspect</b>			
DRY SPRINKLER SYSTEM Dry System Test & Inspect(Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps, Full Trip Test)	1	Annual	
<b>Sprinkler Test &amp; Inspect</b>			
DRY SPRINKLER SYSTEM Dry System Test & Inspect(Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps, Full Trip Test)	1	Quarterly	
<b>Sprinkler Test &amp; Inspect</b>			
PREACTION SYSTEM Preaction System Test & Inspect (Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps Trip Test)	1	Annual	
<b>Sprinkler Test &amp; Inspect</b>			
PREACTION SYSTEM Preaction System Test & Inspect (Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps Trip Test)	1	Quarterly	
<b>Sprinkler Test &amp; Inspect</b>			
BACKFLOW SYSTEM Backflow Preventer-Domestic	1	Annual	
<b>Extinguisher Test &amp; Inspect - Parts and Labor</b>			
EXTINGUISHERS/PORTABLES SYSTEM Dry chem - stored pressure- refillable (ABC)	21	Annual	

**Total Recurring Annual Investment:**

**\$6,500.00**

**SUMMARY OF SERVICES****Sprinkler Test & Inspect - DRY SPRINKLER SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual dry pipe sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and pressure switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations provided by buyer], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves

Annual dry pipe sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and pressure switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations provided by buyer], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

**Sprinkler Test & Inspect - PREACTION SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes

and references in order to ensure that contracted Services fulfill requirements.

Annual preaction system sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations to be provided by owner], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Annual preaction system sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations to be provided by owner], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual preaction system sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly preaction system sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

### **Extinguisher Test & Inspect - Parts and Labor - EXTINGUISHERS/PORTABLES SYSTEM**

#### **TEST AND INSPECTION OVERVIEW:**

Our trained technicians will perform inspections and diagnostic tests for the accessible portable fire extinguishers listed. (See "List of Equipment" page for equipment to be tested).

#### **PARTS/COMPONENT REPLACEMENT FOR LISTED FIRE EXTINGUISHERS:**

The Platinum Plan covers replacement of moving parts including valve stems, o-rings, seals, pins, and decals. Includes six-year maintenance and hydrostatic testing - complete tear-down of the unit if applicable to inspect internally and hydrotest as required by applicable state and federal agencies (AHJ). Recharges, hydrostatic testing, internal parts, signage, along with parts and labor included at the time of service.

#### **DOCUMENTATION:**

- Any discrepancies found will be noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

### **Fire Alarm Test & Inspect - SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM**

#### **TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings

- any discrepancies found noted (individually and on a separate summary page)  
Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **Sprinkler Test & Inspect - BACKFLOW SYSTEM**

#### **TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

### **Sprinkler Test & Inspect - WET SPRINKLER SYSTEM**

#### **TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory

alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

### **Smoke Detector Cleaning - 50% of Devices Annual**

#### **DETECTOR CLEANING SMOKE DETECTORS:**

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

### **Smoke Detector Sensitivity Testing - 50% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

### **Emergency Service (Normal Working Hours)**

Emergency Service (Provided during normal working hours, Monday-Friday excluding our holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding our holidays, unless outlined in the agreement.

#### **SERVICE COVERAGE:**

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor Included on covered system



# Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to City Of Franklin Pd and is effective 01-JAN-16 to 31-DEC-18 (the "Initial Term").

**PAYMENT TERM:** *Annual In Advance*

**PAYMENT AMOUNT:** **\$6,500.00** - Proposal # : 421443

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**City Of Franklin Pd**

**SimplexGrinnell**

Signature: \_\_\_\_\_

Brad Culp

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

Phone #: 414-530-0481

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

Fax #: 262-781-3573

Phone#: \_\_\_\_\_

License #: \_\_\_\_\_  
(If Applicable)

Fax #: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Email: \_\_\_\_\_

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

PO#: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**34. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

Simplex contract proposed added terms  
10/16/15

add at the foot of the terms and conditions, the following:

"Notwithstanding anything to the contrary set forth above, the following terms, provisions and conditions shall control under this Agreement, and in the event of any conflict with the foregoing terms and conditions, the following terms, provisions and conditions shall prevail.

**Professionalism.**

The same degree of care, skill and diligence shall be exercised in the performance of the Company's services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

**Pursuant to Law.**

Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by Company under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

**Insurance.**

Company shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Customer in amounts at least equal to the minimum limits set forth below:

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

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

**Indemnification.**

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

Conflict of Interest.

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

Governing Law and Disputes.

This Agreement shall be construed pursuant to the laws of the State of Wisconsin. The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

Records.

Company shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the Customer upon request.

Assignment.

Company shall not assign any of its rights, title, interest or obligations under this Agreement without the written permission of the Customer, which permission shall not be unreasonably withheld.

Termination.

This Agreement may be terminated upon written notice at Customer's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Company shall terminate performance of services on a schedule acceptable to Customer, and Customer shall pay Company for all services performed prior to such termination.

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR FIRE ALARM AND SPRINKLER INSPECTION AND TESTING IN THE FRANKLIN LAW ENFORCEMENT CENTER SERVICES WITH SIMPLEXGRINNELL LP

WHEREAS, the Police Chief having recommended approval of an agreement proposed by SimplexGrinnell LP for fire alarm and sprinkler inspection and testing in the Franklin Law Enforcement Center; and

WHEREAS, the proposed agreement provides such services for a period of three years, with annual payments of \$6,500.00; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such needed maintenance improvement, and the benefit to the Community from the provision of same and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for fire alarm and sprinkler inspection and testing in the Franklin Law Enforcement Center services with SimplexGrinnell LP, in such form and content as presented to the Common Council at its meeting on October 20, 2015, subject to such terms changes as may be approved by the City Attorney, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk  
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>10/20/15</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>Donation / Police Canine Fund</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.6.</i></p>

The City of Franklin Police Department has received a donation from Jane Godfroy in the amount of \$1000.00 to be allocated to the Police K9 Unit.

**COUNCIL ACTION REQUESTED**

Motion to accept this \$1000 donation from Jane Godfroy to be deposited into Police Donations/K9 Account.

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>10/20/2015</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Future of Low Power FM Radio Station and Station Permit</b></p>	<p><b>ITEM NUMBER</b></p> <p><b>G.7.</b></p>

Back on November 5, 2013, the Common Council directed staff to submit an application for a Low Power FM Radio Station authorizing funding and release of checks up to a total of \$1,500 from the Information Services budget for application fees and necessary consulting and technical services.

Staff worked with FM Expansion Group, a consultant who works on such networks across the country, on submission of the application at a cost of \$800. The City was granted a construction permit by the Federal Communications Commission (FCC) for a new Low Power FM Broadcast Station on February 11, 2014 with an expiration date of August 11, 2015. The FCC permits an 18-month extension to the construction permit, so on July 27, 2015 the City requested an 18-month extension to its original construction permit which was granted this past summer. The new expiration date is February 11, 2017.

The 2015 adopted budget provides \$10,000 in the Information Services budget for equipment and installation of the City's Low Power FM Radio Station. It was the City's intent at the time to share the wavelength with the Franklin School District where high school football games, etc. could also be transmitted, and the School District would share in the cost of equipment and setup of the station. However, the Director of Administration has met with and has received confirmation from the Franklin School Superintendent that the School District is not interested in being a part of the City's Low Power FM Radio Station as the District does not want to divert resources away from or otherwise dilute their TV Broadcast project.

As mentioned at the November 5, 2013 Council meeting on this subject, the most common uses of this Low Power FM Radio Station could include public safety notices such as Amber Alerts, traffic warnings, and public service announcements (PSAs); transmission of Common Council meetings or promotion of special community events; or a broad range of public safety, tourism and events, traffic and road closures, weather, government services and meetings, and traditional PSAs could all be broadcast.

Equipment and installation runs between \$15,000 and \$20,000 for basic entry-level equipment, with the primary costs being a transmitter and an antenna. The City owns locations where an antenna could be installed, but there may be a few thousand dollars of additional costs to ensure the structural integrity of an antenna placement. Costs for operation are relatively low depending upon the nature of the programming. For example, simply running a pre-recorded PSA or messages only takes loading an MP3 file onto the memory of the transmitter. A device that would enable transmission of meetings is approximately \$1,500. Naturally, programming costs can increase if you establish regular talk shows or engage in special program development.

Sponsorship of programming is allowed; therefore, a station can generate revenue to fund its operations. "Commercials", however, are not allowed. The FCC provides definitions as to what constitutes a commercial versus sponsorship, but in very simple terms, sponsorship ads cannot mention prices or sales. A sponsorship ad is something to the effect of the following: "Today's programming brought to you by ABC Insurance, proudly serving the City of Franklin from its XYZ street location since 1995."

Since the School District is not interested in being a part of and sharing in the cost of this radio station and the City only has \$10,000 designated in the 2015 budget which would not be enough to fully fund the construction of this project, staff is looking for direction by the Common Council to either have staff come back with a budget modification to increase the funds in the Information Services budget to fully fund the construction and management of this project or direct staff to notify the FCC on its decision to no longer pursue the construction of a Low Power FM Radio Station and that the City's construction permit can be turned back over to the FCC.

Please note that there may be some additional cost of less than \$500 in surrendering the permit as we may need to pay some hourly costs to the FM radio consultant who initially obtained the extension. This cost would be absorbed in the Information Services Budget.

### **COUNCIL ACTION REQUESTED**

Option 1: Motion to direct staff to return to the Common Council with a budget modification to increase the Information Services budget in order to fully fund the construction and management of a Low Power FM Radio Station.

OR

Option 2: Direct staff to notify the Federal Communications Commission (FCC) that the City of Franklin will no longer be pursuing a Low Power FM Radio Station and that the City's current construction permit can be turned back over to the FCC.

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 10/20/15
Reports & Recommendations	<b>SUBJECT:</b> Release of Escrow Deposit for Villas of Franklin Oaks (located on 3100 and 3200 block of W. Villa Drive)	<b>ITEM NO.</b> G.8.

**BACKGROUND**

The Engineering Department has requested that the escrow deposit be reviewed and released as the development is completed. This item was tabled at the Council meeting of October 6, 2015 for aldermen's review to return to council at their meeting of October 20, 2015.

**ANALYSIS**

After reviewing the escrow deposit it was determined that a final deposit is required to be released for the work that has been recently completed as follows:

With the installation of several sections of sidewalks on the 3100 and 3200 block of W. Villa Drive in September of 2015 all the items have been completed and the final funds can be released.

**OPTIONS**

Authorize release of the escrow deposit  
or  
Table for more information

**FISCAL NOTE**

None

**RECOMMENDATION**

Motion to release the escrow deposit for the Villas of Franklin Oaks as recommended by the Engineering Department.

Department of Engineering  
RJR/db

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 10/20/2015
Reports & Recommendations	A RESOLUTION FOR CHANGE ORDER NO. 1 FOR BCF CONSTRUCTION, FOR THE EXTENSION OF W. EVERGREEN STREET AND DEVELOPMENT OF PLEASANT VIEW PARK	<b>ITEM NO.</b> <i>G.9.</i>

**BACKGROUND**

BCF Construction Corp has completed all construction and final punch list items for Pleasant View Park and W. Evergreen Street Extension (Project 2014-003).

**ANALYSIS**

The original contract cost with the plan quantities was \$923,024.20. Adjustment in quantities for sanitary sewer, water main and storm pipe, length of TV sanitary sewer, pavement removal, undercutting and pavement construction, and excavation (see "CO 1" column on attached spreadsheet of quantities) total an increase of \$6,008.00. The total project costs after this change order will be \$929,032.20.

Staff has participated in the oversight of the project. The Consultant, GRAEF, has reviewed and recommended that the final quantity adjustments are justified.

**OPTIONS**

Approve or deny.

**FISCAL NOTE**

Funding for this project will be by assessment, park impact fee and City funding match.

**RECOMMENDATION**

Motion to adopt Resolution No. 2015-\_\_\_\_\_ a resolution approving contract a Change Order No. 1 for BCF Construction, Inc. in the amount of \$6,008.00 for the Extension of W. Evergreen Street and Development of Pleasant View Park.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION AUTHORIZING STAFF TO EXECUTE CHANGE ORDER NO. 1  
TO BCF CONSTRUCTION, INC. IN THE AMOUNT OF \$6,008.00  
FOR THE EXTENSION OF W. EVERGREEN STREET AND  
DEVELOPMENT OF PLEASANT VIEW PARK.

-----  
WHEREAS, the City of Franklin has contracted for the public works construction of an extension to W. Evergreen Street and the development of Pleasant View Park; and

WHEREAS, BCF Construction, Inc was the contractor performing the work; and

WHEREAS this was a unit price contract; and

WHEREAS project is complete and an adjustment in final quantities is needed; and

WHEREAS, the City's consultant engineer, GRAEF, has reviewed and certified prices for such work;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Staff is authorized to execute a Change Order Number 1 to BCF Construction which increases the contract amount by \$6,008.00 to a total construction cost of \$929,032.20.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

**CHANGE ORDER**

No. 1

DATE OF ISSUANCE September 23, 2015

EFFECTIVE DATE September 23, 2015

OWNER City of Franklin  
 CONTRACTOR BCF Construction Corp.  
 Contract: Pleasant View Park Development and W. Evergreen Street Extension  
 Project: Pleasant View Park Development and W. Evergreen Street Extension  
 OWNER's Contract No. 2014-003 ENGINEER's Contract No. 2014-0160.01  
 ENGINEER GRAEF- USA Inc.

You are directed to make the following changes in the Contract Documents:

Description:

Revised Final Quantities.

Reason for Change Order:

Revised Final Quantities

Attachments: (List documents supporting change)

Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>923,024.20</u>
Net Increase from previous Change Orders No. <u>   </u> to <u>   </u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>923,024.20</u>
Net increase of this Change Order: \$ <u>6,008.00</u>
Contract Price with all approved Change Orders: \$ <u>929,032.20</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 26, 2014</u> (days or dates)
Net change from previous Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 26, 2014</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>363</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 23, 2015</u> (days or dates)

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: 9/23/15

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



collaborate / formulate / innovate

September 23, 2015

Mr. Glen Morrow, P.E.  
City Engineer/Director of Public Works  
9229 West Loomis Road  
Franklin, Wisconsin 53132-0160

SUBJECT: Pleasant View Park Development and W. Evergreen Street Extension  
Project No. 2014-003  
Contractor's Final Pay Request and Change Order

Dear Mr. Morrow:

GRAEF has received and reviewed the sixth and final pay request from BCF Construction Corp. for work on the above referenced project. The work includes final quantity adjustments, erosion control removal and retainage. The project has been completed and all outstanding punch list items have been satisfied. Due to this, we recommend releasing the retainage on the project.

The contractor has requested payment of \$45,669.80. GRAEF is recommending payment of \$45,669.80 according to our inspector's notes. Due to final quantity adjustments and the unsuitable material unforeseen condition, a change order is required for the project. A copy of the change order is included for your use and three original change orders have been forwarded to the contractor for signature.

In summary, GRAEF recommends final payment of \$45,669.80 to BCF Construction Corp. for work on the above referenced project. Should you have any further questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael N. Paulos".

Michael N. Paulos, P.E., LEED AP, CDT  
Municipal Market Team Leader  
Principal

MNP: mnp

L:\Jobs2014\20140160\Project\_Information\Correspondence\letter\MorrowL-ROP6.docx

cc: Bryan Fischer – BCF Construction Corp.

**RECOMMENDATION OF PAYMENT**

OWNER's Project No. 2014-003 ENGINEER's Project No. 2014-0160.01  
 Project Pleasant View Park Development and W. Evergreen Street Extension

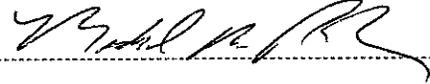
CONTRACTOR BCF Construction Corp.  
 Contract For General Contract Date July 7, 2014  
 Application Date September 21, 2015 Application Amount \$45,669.80  
 For Period Ending September 21, 2015

To City of Franklin  
 OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

GRAEF- USA Inc.  
 ENGINEER

Dated September 23, 2015 By 

**STATEMENT OF WORK**

Original Contract Price	\$ <u>923,024.20</u>	Work to Date	\$ <u>929,032.20</u>
Net Change Orders	\$ <u>6,008.00</u>	Amount Retained	\$ <u>0.00</u>
Current Contract Price	\$ <u>929,032.20</u>	Subtotal	\$ <u>929,032.20</u>
Work to be Done	\$ <u>0.00</u>	Previous Payments Recommended	\$ <u>883,362.40</u>
		Amount Due This Payment	\$ <u>45,669.80</u>

NSPE-ACEC 1910-8-C (1978 Edition)  
 1978, National Society of  
 Professional Engineers

City of Franklin  
 Contractor: BCF Construction Corp.  
 Pleasant View Park Development and W. Evergreen Street Extension  
 Project Number: 2014-0003  
 Contract Date: July 7, 2014  
 GRAEF  
 Change Order No. 1

BID ITEM	DESCRIPTION	QTY	UNIT	BCF Construction		Pay Request \$		CO 1	
				UNIT BID	ITEM TOTAL	QTY	ITEM TOTAL	QTY	ITEM TOTAL
<b>SANITARY SEWER</b>									
1	12-inch diameter PVC sanitary sewer, ASTM D-3034, SDR 26, with excavated material backfill.	15	LF	\$1,225.00	\$1,837.50	14.00	\$1,750.00	-1.00	-\$125.00
2	8-inch diameter PVC sanitary sewer, ASTM D-3034, SDR 26, with excavated material backfill.	136	LF	\$69.00	\$9,384.00	136.00	\$9,384.00	0.00	\$0.00
3	8-inch diameter PVC sanitary sewer, ASTM D-3034, SDR 26, with crushed limestone backfill.	296	LF	\$89.00	\$26,344.00	295.00	\$26,077.00	-3.00	-\$267.00
4	8-inch diameter PVC sanitary sewer, ASTM D-3034, SDR 35, with excavated material backfill.	207	LF	\$49.00	\$10,143.00	207.00	\$10,143.00	0.00	\$0.00
5	8-inch diameter PVC sanitary lateral connected to proposed sanitary sewer, ASTM D-3034, SDR 35, with crushed limestone backfill.	3	EA	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00
6	8-inch diameter PVC sanitary lateral cut into existing sanitary sewer, ASTM D-3034, SDR 35, with crushed limestone backfill.	3	EA	\$3,000.00	\$9,000.00	3.00	\$9,000.00	0.00	\$0.00
7	18-inch diameter precast concrete manhole with type R-1661 waterproof cast iron frame and lid with external frame chimney seal, with crushed limestone backfill.	3	EA	\$3,000.00	\$9,000.00	3.00	\$9,000.00	0.00	\$0.00
8	48-inch diameter precast concrete manhole with outside flap and type R-1661 waterproof cast iron frame and lid.	2	EA	\$5,000.00	\$10,000.00	2.00	\$10,000.00	0.00	\$0.00
9	Connection to existing MIS sanitary manhole with watertight pipe to manhole seal.	1	LS	\$5,500.00	\$5,500.00	1.00	\$5,500.00	0.00	\$0.00
10	Adjust existing sanitary sewer manholes including new adjusting rings, and external frame-chimney seal	1	LS	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00
11	Revision/inspection of gravity sanitary sewers.	654	LF	\$1.00	\$654.00	650.00	\$650.00	-4.00	-\$4.00
<b>TOTAL FOR SANITARY SEWER</b>					<b>\$89,400.00</b>		<b>\$89,004.00</b>		<b>-\$396.00</b>
<b>WATER MAIN</b>									
12	8-inch diameter PVC water main, AWWA C900, DR 18, Class 150, with crushed limestone backfill.	556	LF	\$64.00	\$35,594.00	576.00	\$36,864.00	20.00	\$1,280.00
13	8-inch diameter PVC water main, AWWA C900, DR 18, Class 150, with crushed stone backfill.	143	LF	\$55.00	\$7,865.00	143.00	\$7,865.00	0.00	\$0.00
14	8-inch diameter PVC water main, AWWA C900, DR 18, Class 150, with excavated material backfill.	178	LF	\$98.00	\$17,444.00	178.00	\$17,444.00	0.00	\$0.00
15	8-inch diameter PVC restrained joint hydrant branch, AWWA C-900, DR-14, Class 200, with crushed stone and excavated material backfill.	30	LF	\$65.00	\$1,950.00	30.00	\$1,950.00	0.00	\$0.00
16	Hydrant, 7'-0" bury depth, with crushed limestone backfill.	1	EA	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00
17	Hydrant, 7'-6" bury depth, with crushed limestone backfill.	2	EA	\$3,150.00	\$6,300.00	2.00	\$6,300.00	0.00	\$0.00
18	8-inch restrained resilient wedge gate valve, with valve box, cover, and adapters.	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00
19	Connection to existing 8-inch water main including 5-foot pieces, removal of existing plug and buttresses and temporary plug with 2-foot air vent.	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00
20	Trace wire including trace wire access boxes and cover at hydrants.	878	LF	\$0.50	\$439.00	879.00	\$439.00	0.00	\$0.00
21	1-1/4-inch diameter, Class 200, HDPE water lateral, with corporation stop, service box, with crushed stone and crushed limestone backfill.	B	EA	\$1,100.00	\$9,900.00	6.00	\$6,600.00	0.00	\$0.00
22	Adjust existing water valve box to final elevation.	1	LS	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00
<b>TOTAL FOR WATER MAIN</b>					<b>\$75,180.00</b>		<b>\$75,460.00</b>		<b>\$280.00</b>

City of Franklin  
 Contractor: BCF Construction Corp.  
 Pleasant View Park Development and W. Evergreen Street Extension  
 Project Number: 2014-0003  
 Contract Date: July 7, 2014  
 GRAEF  
 Change Order No. 1

BID ITEM	DESCRIPTION	QTY	UNIT	BCF Construction		Pay Request 6		CO 1	
				UNIT BID	ITEM TOTAL	QTY	ITEM TOTAL	QTY	ITEM TOTAL
<b>STORM SEWER</b>									
23	16-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	249	LF	\$28.00	\$6,972.00	249.00	\$6,972.00	0.00	\$0.00
24	12-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	286	LF	\$39.00	\$10,374.00	286.00	\$10,374.00	0.00	\$0.00
25	12-inch diameter precast concrete storm sewer, ASTM C78, Class V, with crushed limestone backfill.	180	LF	\$65.00	\$11,700.00	187.00	\$12,155.00	-3.00	-\$195.00
26	15-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	139	LF	\$41.00	\$5,699.00	143.00	\$5,863.00	4.00	\$164.00
27	18-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	455	LF	\$48.00	\$21,840.00	483.00	\$22,224.00	8.00	\$384.00
28	21-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	1,016	LF	\$84.00	\$85,024.00	1,023.00	\$85,472.00	7.00	\$448.00
29	19x30-inch diameter precast concrete horizontal elliptical storm sewer, ASTM C78, Class V, with crushed limestone backfill.	120	LF	\$89.00	\$10,680.00	120.00	\$10,680.00	0.00	\$0.00
30	4-inch diameter geotextile wrapped perforated PVC drain tile, with pea gravel backfill.	977	LF	\$21.00	\$20,517.00	977.00	\$20,517.00	0.00	\$0.00
31	48-inch diameter precast concrete inlet manhole with Neenah type R-2533 cast iron frame and lid.	9	EA	\$1,500.00	\$13,500.00	9.00	\$13,500.00	0.00	\$0.00
32	18-inch diameter precast concrete manhole with Neenah type R-3070 cast iron frame and lid.	1	EA	\$2,000.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00
33	2x3 precast concrete inlet with Neenah type R-3228 B cast iron frame and lid.	2	EA	\$1,750.00	\$3,500.00	2.00	\$3,500.00	0.00	\$0.00
34	5 PVC Cleanout with wye/light cap.	2	EA	\$500.00	\$1,000.00	2.00	\$1,000.00	0.00	\$0.00
35	3x3-inch precast concrete catch basin with Neenah type R-3220 type cast iron frame and grate with 2-foot sump.	2	EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00
36	outlet control structure with Neenah R-1883-J1 cast iron frame and lid.	1	EA	\$6,000.00	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00
37	12-inch diameter precast concrete flared end section.	1	EA	\$325.00	\$325.00	1.00	\$325.00	0.00	\$0.00
38	12-inch diameter PVC flared end section.	1	EA	\$150.00	\$150.00	1.00	\$150.00	0.00	\$0.00
39	12-inch diameter PVC flared end section with rip rap.	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00
40	18-inch diameter PVC flared end section.	1	EA	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00
41	21-inch diameter PVC flared end section with rip rap.	2	EA	\$400.00	\$800.00	2.00	\$800.00	0.00	\$0.00
42	19x20-inch diameter precast concrete flared end section.	4	EA	\$600.00	\$2,400.00	4.00	\$2,400.00	0.00	\$0.00
<b>TOTAL FOR STORM SEWER</b>					<b>\$187,481.00</b>		<b>\$187,982.00</b>		<b>\$801.00</b>
<b>ROADWAY/PROJECT</b>									
43	Cleaning, grubbing, and tree removal for entire project.	1	LS	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00
44	Topsoil stripping and stockpiling.	20,000	CY	\$3.00	\$60,000.00	20,000.00	\$60,000.00	0.00	\$0.00
45	Remove and salvage existing Type III barricade to City of Franklin.	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	\$0.00
46	Remove existing asphalt pavement.	700	SY	\$1.00	\$700.00	730.00	\$730.00	30.00	\$30.00
47	Mill existing asphalt pavement.	30	SY	\$10.00	\$300.00	0.00	\$0.00	-30.00	-\$300.00
48	Full depth sawcut of existing pavement.	40	LF	\$5.00	\$200.00	40.00	\$200.00	0.00	\$0.00
49	Erosion control system, including installation, maintenance, and removal of stone construction entrance, silt fences, wattles, diversion berms, temporary sedimentation basin, and inlet grate screens.	1	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	0.00	\$0.00
50	Crushed aggregate base course 1-1/4-inch gradation.	2,400	TON	\$12.00	\$28,800.00	3,671.00	\$44,052.00	1,271.00	\$15,252.00
51	31-inch flush portland cement concrete curb and gutter.	61	LF	\$25.00	\$1,525.00	61.00	\$1,525.00	0.00	\$0.00
52	31-inch portland cement concrete vertical face curb and gutter.	1,770	LF	\$12.90	\$22,833.00	1,770.00	\$22,833.00	0.00	\$0.00

City of Franklin  
 Contractor: BCF Construction Corp.  
 Pleasant View Park Development and W. Evergreen Street Extension  
 Project Number: 2014-0003  
 Contract Date: July 7, 2014  
 GRAEF  
 Change Order No. 1

BID ITEM	DESCRIPTION	QTY	UNIT	BCF Construction		Pay Request 6		CO 1	
				UNIT BID	ITEM TOTAL	QTY	ITEM TOTAL	QTY	ITEM TOTAL
53	31-inch highside portland cement vertical face concrete curb and gutter	385	LF	\$12.90	\$4,986.50	385.00	\$4,986.50	0.00	\$0.00
54	31-inch mountable portland cement concrete curb and gutter	78	LF	\$25.00	\$1,950.00	78.00	\$1,950.00	0.00	\$0.00
55	31-inch mountable highside portland cement concrete curb and gutter	74	LF	\$25.00	\$1,850.00	74.00	\$1,850.00	0.00	\$0.00
56	5-inch portland cement concrete sidewalk	562	SY	\$36.60	\$20,569.20	562.00	\$20,569.20	0.00	\$0.00
57	7-inch portland cement concrete sidewalk	70	SY	\$42.26	\$2,957.50	70.00	\$2,957.50	0.00	\$0.00
58	4-inch mix E-1 asphaltic concrete binder course placed in two lifts including tack coat	630	TON	\$64.00	\$40,320.00	563.50	\$36,064.00	-66.50	-\$4,256.00
59	2-inch mix E-1 asphaltic concrete binder course including tack coat	200	TON	\$67.00	\$13,400.00	149.70	\$10,029.90	-50.30	-\$3,370.10
60	2-inch mix E-1 asphaltic concrete surface course	500	TON	\$70.00	\$35,000.00	444.00	\$31,060.00	-56.00	-\$3,920.00
61	3-inch mix E-0.3 asphaltic concrete surface course	150	TON	\$83.00	\$12,450.00	149.60	\$12,416.80	-0.40	-\$32.20
62	24x24-inch truncated dome non-painted cast iron, detectable warning panels	4	EA	\$150.00	\$600.00	4.00	\$600.00	0.00	\$0.00
63	portland cement concrete parking bumper	3	EA	\$130.00	\$390.00	3.00	\$390.00	0.00	\$0.00
64	handicap sign, post, and portland cement concrete pavement striping	3	EA	\$225.00	\$675.00	3.00	\$675.00	0.00	\$0.00
65	finish and place topsoil, 6-inch depth	1	LS	\$915.00	\$915.00	1.00	\$915.00	0.00	\$0.00
66	seeding turf grass including fertilizer, erosion mat, and maintenance	58,420	SY	\$0.50	\$29,210.00	58,420.00	\$29,210.00	0.00	\$0.00
67	seeding turf grass including fertilizer, erosion mat, and maintenance	70,280	SY	\$0.25	\$17,570.00	70,280.00	\$17,570.00	0.00	\$0.00
68	infill mix	590	CY	\$30.00	\$17,700.00	590.00	\$17,700.00	0.00	\$0.00
69	chain link fence backstop with concrete post footings	1	LS	\$2,732.00	\$2,732.00	1.00	\$2,732.00	0.00	\$0.00
70	Unclassified excavation and fill including removal of topsoil and unsuitable material and stormwater feature excavation	22,600	CY	\$6.50	\$146,900.00	24,985.00	\$162,402.50	2,385.00	\$15,502.50
71	2-foot thick stormwater basin clay liner compacted in place	1	LS	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00
72	Tennis court construction including grading, paving, fencing, court marking retting and all other components related to the construction of tennis courts	1	LS	\$97,500.00	\$97,500.00	1.00	\$97,500.00	0.00	\$0.00
TOTAL FOR ROADWAY/PROJECT									
				\$571,253.25			\$550,166.45		\$18,086.80
TOTAL BASE BID NO. 1, ITEMS 1-72 INCLUSIVE				\$923,024.20			\$943,614.40		\$20,590.20
CO Tennis Court Surface Credit							-\$15,035.20	1.00	-\$15,035.20
CO Tennis Court Fence Addition							\$453.00	1.00	\$453.00
TOTAL BASE BID NO. 1, ITEMS 1-72 INCLUSIVE AND Cos				\$923,024.20			\$929,032.20		\$6,008.00

Original Contract \$223,024.20  
 CO No. 1 \$6,008.00  
 Total Revised Contract Amount \$229,032.20  
 Retainage \$0.00  
 Total Due \$229,032.20  
 Previously Paid \$223,024.40  
 Total Due This Invoice \$65,865.80  
 Work to be Completed \$0.00  
 Work Completed 100.00%

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 10/20/2015
Reports & Recommendations	A RESOLUTION AUTHORIZING STAFF TO EXECUTE CHANGE ORDER NO. 1 TO BLACK DIAMOND GROUP, INC. IN THE AMOUNT OF \$8,099.13 FOR 2015 PAVING BIKE AND HIKING TRAIL	<b>ITEM NO.</b> G.10.

**BACKGROUND**

Black Diamond Group, Inc. has completed all construction and final punch list items for 2015 Paving Bike and Hiking Trail. This section extends from W. Rawson Avenue south to W. St. Martins Road

This is a unit price contract.

**ANALYSIS**

The estimated quantity was 675 tons. An additional amount of asphalt added in the vicinity of Ken Windl Park to access S. North Cape Road. Because unlike a typical local road project where:

- items such curbs, manhole castings, and existing pavement elevations are matched; and
- barriers such as curbing constrain the foot print of new asphalt; and
- solid pavement provides an unmovable base;

This trail project used more asphalt than anticipated per foot of path because:

- the asphalt installation spread up to 6-inches wider because of unconstrained edges; and
- width depth varied between 3” and 3.5 inches depth because of no other structures to match edges; and
- some middle parts were deeper because it had to bridge some rutting caused by the asphalt delivery trucks.

The City has asphalt tickets supporting final quantity of 773.47 tons. This is 98.47 tons in excess of the bid amount. Since this is a unit price project, a final quantity adjustment change order of (98.47 tons x \$82.25/ton) \$8,099.13 is needed.

\$55,518.78	Original Contract Amount
<u>\$ 8,099.13</u>	CO # 1- Adjustment in Final Quantities
\$63,617.91	Final Project Cost

Payne and Dolan will perform the paving work for this trail south of W. St. Martin Road over to S. North Cape Road.

**OPTIONS**

Approve change order.

**FISCAL NOTE**

Funding for this project will be park impact fees and City funding match.

**RECOMMENDATION**

Motion to adopt Resolution No. 2015-\_\_\_\_\_ a resolution authorizing staff to execute Change Order No. 1 to Black Diamond Group, Inc. in the amount of \$8,099.13 for 2015 Paving Bike and Hiking Trail.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION AUTHORIZING STAFF TO EXECUTE CHANGE ORDER NO. 1  
TO BLACK DIAMOND GROUP, INC. IN THE AMOUNT OF \$8,099.13  
FOR 2015 PAVING BIKE AND HIKING TRAIL

---

WHEREAS, the City of Franklin has contracted for the public works construction of paving the 2015 Paving Bike And Hiking Trail from W. Rawson Avenue to W. St. Martins Road; and

WHEREAS, Black Diamond Group, Inc. is the contractor performing the work; and

WHEREAS this was a unit price contract; and

WHEREAS project is complete and an adjustment in final quantities is needed;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Staff is authorized to execute a Change Order Number 1 to Black Diamond Group, Inc. to increase the contract amount by \$8,099.13 for a total project cost of \$63,617.91.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

CHANGE ORDER  
CITY OF FRANKLIN  
DEPARTMENT OF ENGINEERING

Change Order No: 1

Dated: 10/20/2015

---

PROJECT NAME Paving Bike and Hiking Trail

PROJECT LOCATION Trail paralleling W. Forest Home Avenue from W. Rawson Ave. to W. St. Martins Rd.

---

CONTRACTOR: Black Diamond Group, Inc.

Contract For City of Franklin

---

You are directed to make the changes noted below:

Increase contract price.

---

Nature of the Changes:

- Add 98.47 tons of asphalt @ \$82.25/ton. Add total = \$8,099.13

Enclosures: N/A

---

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Contract price prior to this Change Order \$ 55,518.78

Net Increase resulting from this Change Order \$ 8,099.13

Current contract price including this Change Order \$ 63,617.91

Net (Increase/Decrease) resulting from this Change Order None  
(Days)

---

The above changes are Approved:

Mayor

City Clerk

Contractor – Black Diamond Group, Inc.

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: Brian Cooper

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BLANK PAGE**