

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9-23-14</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Contract Approval for Time Warner Cable's Installation and Maintenance of Fiber Optic line</p>	<p>ITEM NUMBER</p> <p><i>6.9.</i></p>
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The Police Department is requesting approval of a contract with Time Warner Cable to install and maintain a fiber optic line from the police department to the City of Waukesha's Communication Center needed for connection to the Milwaukee County radio system.

The cost of the project is as follows:

Installation of line: \$750.00

Line maintenance: \$544.00 per month for a 5 year contract.

Funding exists for this contract as this service will replace existing service for T-1 lines provided by AT&T which would increase to \$785.70 per month if the current contract would be renewed.

A copy of the contract is attached.

COUNCIL ACTION REQUEST

A motion to approve the contract between the City of Franklin and Time Warner Cable for the installation and maintenance of a fiber optic line.



Account Executive: Anthony Fargo
Phone: (414) 908-4745 ext:
Cell Phone:
Fax:
Email: anthony.fargo@twcable.com

Order # 4584314

Business Name	CITY OF FRANKLIN POLICE DEPT	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
****5897	Federal/State/Local	ES 42219
Billing Address		
Attention To:		Account Number
9455 W LOOMIS RD OFC FRANKLIN WI 53132		702654201
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Maureen Schick	(414) 858-2613	mschick@franklinwi.gov
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Cindy Manke	(414) 858-2670	cmanke@franklinwi.gov

Internet and Video Order Information For 9455 W Loomis Rd SERVER RM Franklin WI 53132

Service Type

Ethernet (Fiber)

Internet and Video Order Information For 2120 Davidson Rd STOP 2 Waukesha WI 53186

Service Type

Ethernet (Fiber)

New and Revised Services and Monthly Charges At 2120 Davidson Rd Unit STOP 2, Waukesha WI 53186

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Mbps	1	\$0.00	\$0.00	60 Months
Ethernet EPL HUB	1	\$0.00	\$0.00	60 Months
*Total			\$0.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 9455 W Loomis Rd Unit SERVER RM, Franklin WI 53132

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Mbps	1	\$544.00	\$544.00	60 Months
Ethernet Spoke	1	\$0.00	\$0.00	60 Months
*Total			\$544.00	

*Prices do not include taxes and fees.

One Time fees At 9455 W Loomis Rd Unit SERVER RM, Franklin WI 53132

Description	Quantity	Sales Price	Total
Installation	1	\$750.00	\$750.00
Total			\$750.00

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Street:	Contact:
City:	Telephone: ext:
State:	Facsimile:
Zip Code:	

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

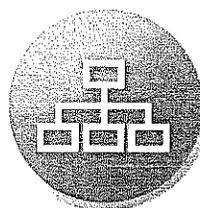
Attached

~~THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.~~

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:



Ethernet Service Level Agreement



This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not any portion that is provided by a third

party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the “Affected Service”).

I. SLA Targets for On-Net Services:

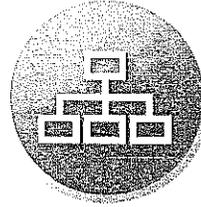
Service Availability	Mean Time to Restore (MTTR)	Latency / Frame Delay (Round Trip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Area Market – 10ms Intra-Region – 25ms Inter-Region and Intra-Region Exceptions – 45ms	Metro Area Market – <2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer’s A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



Ethernet Service Level Agreement

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service, or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

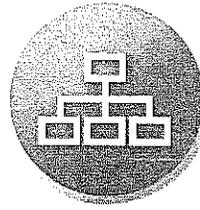
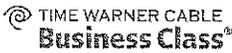
Percentage of Days Per Month	Total Minutes / Month	Downtime / Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$MTTR = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$



Ethernet Service Level Agreement

V. Latency / Frame Delay

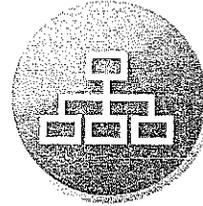
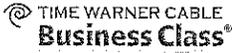
Latency or Frame Delay is the average round trip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The round trip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64-byte ping between the closest TWC network hubs to corresponding Customer A and Z Locations in a round trip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the round trip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

Latency / Frame Delay Targets for Services in defined Metro Area Markets, Intra-Region Markets, and Inter-Region / Intra-Region Exceptions are as follows:

Metro Area Market - 10ms Latency	Intra-Region - 20ms Latency	Inter-Region / Intra-Region Exceptions - 10ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same Region	Round Trip <i>between</i> any Metro Area Market and Intra-Region Exception within the same Region, except that where both sites A and Z are within the same Intra-Region Exception, the Latency target is 10ms.
<ul style="list-style-type: none"> • Austin, TX • Beaumont, TX • Corpus Christi, TX • Laredo, TX • San Antonio, TX • Dallas, TX 	Texas Region	<ul style="list-style-type: none"> • El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS, Kansas City, MO • Lincoln, NE
<ul style="list-style-type: none"> • North Los Angeles, CA • South Los Angeles, CA • San Diego, CA • Desert Cities, CA • Palm Springs, CA • Yuma, AZ 	PacWest Region	<ul style="list-style-type: none"> • Coeur d' Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT • Honolulu, HI



Ethernet Service Level Agreement

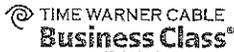
Metro Area Market - 10ms Latency	Intra-Region - 10ms Latency	Inter-Region / Intra-Region Exception - 10ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same Region	Round Trip <i>between</i> any Metro Area Market and Intra-Region Exception within the same Region, except that where both sites A and Z are within the same Intra-Region Exception, the Latency target is 10ms.
<ul style="list-style-type: none"> • Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH • Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI 	Mid-West Region	<ul style="list-style-type: none"> • Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN
<ul style="list-style-type: none"> • New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) • Hudson Valley, NY • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY 	Northeast/ NYC Region	<ul style="list-style-type: none"> • Portland, ME
<ul style="list-style-type: none"> • Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC • Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC 	Carolinas	<ul style="list-style-type: none"> • Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN

VI. Packet Loss / Frame Loss Ratio

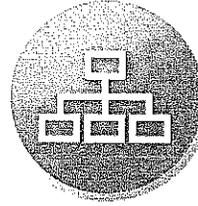
Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$



Ethernet Service Level Agreement



VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). Jitter metric is only available within an individual Metro Area Market. TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

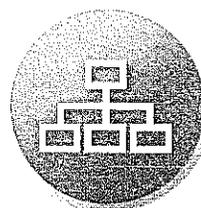
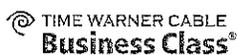
Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket; and (ii) confirmed by TWCBG engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.



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Service Availability	Mean Time to Resume Service (MTTR)	Latency/ Jitter/ Delay/Round Trip	Jitter/ Frame Delay/ Variation	Packets Lost/ Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

Comprehensive Solutions Working Together for Your Business

At Time Warner Cable Business Class we know the path to success begins with a deep understanding of your business challenges and requirements. That's why we have a dedicated account team that will work with you to carefully assess your needs – then recommend customizable, scalable and cost-effective solutions that fit your budget and help meet your growing demands.

Our complete suite of enterprise-class business solutions include **INTERNET, VOICE, TELEVISION, NETWORK SERVICES** and **CLOUD SERVICES** – enabling you to work with a single-source provider for all your needs. Backed by our fiber-rich network and competitive SLAs – you can count on reliable connectivity from a trusted partner.

LEARN MORE | business.twc.com

Ranked #1 in Customer Loyalty



INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD SERVICES

Customer Loyalty claim based on 2012 United States Business Connectivity Services User Survey, Frost & Sullivan. Products and services not available in all areas. Subject to change without notice. Some restrictions apply. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. ©2014 Time Warner Cable Enterprise LLC. All Rights Reserved.



Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

Authorized Signature

Printed Name and Title

Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

Property Owner/Manager Name and Title

Property Owner/Manager Phone #

Property Owner/Manager Email Address



Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

Authorized Signature

Printed Name and Title

Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

Property Owner/Manager Name and Title

Property Owner/Manager Phone #

Property Owner/Manager Email Address

TIME WARNER CABLE BUSINESS CLASS

Terms and Conditions

1.0 AGREEMENT

These Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions"), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("Service Agreement") and constitute the "Master Agreement" by and between Customer and TWC (collectively, the "Parties" or each individually a "Party") for the services specified on Service Orders ("Services"). The attachments to these Terms and Conditions ("Attachments") further describe TWC's services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. "TWC" means the Time Warner Cable Enterprises LLC-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC's discretion, utilize one or more of its affiliates or third parties to deliver the Services ("Third Party Services"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "Service Order" hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an "End User"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and

operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

4.0 SUPPORT & MAINTENANCE

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "TWC Equipment"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the "Effective Date") or (b) TWC's commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The term for the applicable Service shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon Service installation, and are payable within thirty (30) days after the date appearing on the invoice. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable Enterprises, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the

TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Except as may otherwise be required by law, Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, nonexclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. ;In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION

11.1 Either Party may terminate a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; or, (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "Bankruptcy Event"). In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s).

11.4 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 - 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS

GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS TO THOSE DAMAGES CAUSED THROUGH THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TWC, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS, TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent

applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with TWC's Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS

17.1 In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, these Terms and Conditions shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 RESERVED

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of Wisconsin (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Eastern District of Wisconsin or, if such court would not have jurisdiction over the matter, then only in a Wisconsin State court sitting in Milwaukee County, Wisconsin. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying

of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in Milwaukee County, Wisconsin, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWC.COM

Customer agrees that its use of the Time Warner Cable site shall comply with the Site Terms of Use and Site Privacy Policy available at <http://www.timewarnercable.com/en/business-home/legal/privacy-policy.html>

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Enterprises LLC, 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A
Business Class Data Transport Services: Ethernet Solutions
("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

- TWC's provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 23, 2014
REPORTS & RECOMMENDATIONS	Authorization To Enter An Agreement For The Repainting Of Above Ground Fuel Storage Tanks	ITEM NUMBER <i>G.10.</i>

Staff requested proposals from three (3) contractors to prep and refinish the two (2) above ground fuel storage tanks at the Public Works Yard. Three contractors inspected the tanks and made recommendations on how to proceed. The three recommendations are as follows:

1. Armor Shield Slinger, WI
 - No Lead Tank:
 - a. sand blast complete
 - b. full coat encapsulating primer
 - c. full coat Imron Polyurethane top coat
 - Diesel Tank:
 - a. pressure wash & spot sand blast
 - b. full coat encapsulating primer
 - c. full coat Imron Polyurethane top coat

Total cost \$9,350.00
2. Porta-Painting, Inc Waukesha, WI
 - No Lead Tank:
 - a. sand blast complete
 - b. 2 coats epoxy primer
 - c. 1 coat urethane finish
 - Diesel Tank:
 - a. pressure wash & power tool clean rust
 - b. 1 coat epoxy primer
 - c. 1 coat urethane finish

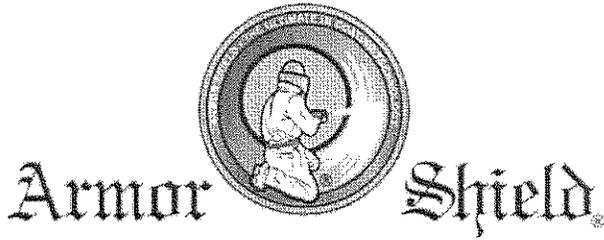
Total cost \$11,485.00
3. Thomas A Mason Co, Inc Milwaukee, WI
 - No Lead Tank:
 - a. power tool clean
 - b. 1 coat primer
 - c. 2 coats polyurethane
 - Diesel Tank:
 - a. power tool clean
 - b. 1 coat primer
 - c. 2 coats polyurethane

Total cost \$12,710.00

Staff recommends to proceed with Armor Shield to prep and paint the above ground fuel storage tanks, and to have the City Attorney review the agreement.

COUNCIL ACTION REQUESTED

Motion to authorize staff to enter into an agreement with Armor Shield for the repainting of two (2) 10,000 gallon fuel storage tanks, not to exceed \$9,350.00.



April 20, 2014

Mr. Jerry Schaefer
City of Franklin
7979 W. Ryan Rd.
Franklin, WI 53132
Ph: 414.659.2719
Email: jschaefer@franklinwi.gov

PROPOSAL

Remove stickers and decals from tanks. Erect debris barrier as required. Pressure wash exteriors of tanks to remove chalking. Sandblast and abrasively sand rusted areas. Sandblast pump islands. Apply one (1) full coat of DuPont 25P encapsulating primer to tanks, pump islands and appurtenances. Apply one (1) full coat of DuPont Imron Polyurethane top coat to tanks, pump island, appurtenances, piping and conduits. Test vents and valves for proper operation. Clean area of debris.

- 1 – 10,000 gallon aboveground gasoline storage tank.....\$5,400.00 each
- 1 – 10,000 gallon aboveground diesel storage tank.....\$3,950.00 each

NOTE:

- Disposal of spent blast media by customer.
- Chain link fence around tanks to be removed and reinstalled by customer.

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of: AS ABOVE

With payment to be made as follows: NET 10 DAYS

By: George J. Bennett

George J. Bennett, President

ACCEPTED BY: _____

DATE: _____

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Armor Shield • 4623 Hillcrest Pkwy. • Slinger, WI 53086
Ph: 262.644.6447 • Fax: 262.644.8231 • www.armorshieldus.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R & R Insurance Services, Inc. 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186	CONTACT NAME: Kim Strand, CISR
	PHONE (A/C No. Ext.): (262) 574-7000 FAX (A/C No.): (262) 574-7080
	E-MAIL ADDRESS: kim.strand@rrins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great American Ins Co
	INSURER B: Peerless Insurance Company
	INSURER C: Middlesex Insurance
	INSURER D: Hawkeye-Security Ins Co
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2014/2015 1st Edition REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		02GL888132	10/27/2013	10/27/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGID \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA9438400	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		02XS183472	10/27/2013	10/27/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	89437420100131	6/15/2014	6/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	D Leased Equipment		CBP9437500	6/15/2014	6/15/2015	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER jschaefer@franklinwi.gov City of Franklin Mr. Jerry Schaefer 7979 W Ryan Rd Franklin, WI 53132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Neuberger/KP322
--	--

Jerry Schaefer

From: John Andritsch [john.a@portapainting.com]
Sent: Wednesday, September 17, 2014 1:01 PM
To: Jerry Schaefer
Subject: Franklin dpw gas and diesel tank rev 3



Porta Painting, Inc - 313 Travis Lane - Waukesha, WI 53189 - ph (262)-970-9713 - fax (262)-970-9723 - email john.a@portapainting.com

September 17, 2014

QUOTE #34600

Attn: Jerry Schaefer
Public Works Superintendent
City of Franklin DPW
Email: jschaefer@franklinwi.gov

Subject: Unleaded gas and diesel tank Revision 3

Scope:

Unleaded gas tank 9' diameter x 23' long with canopy

- Shell, saddles, piping and pump base – abrasive blast tank to and SSPC-SP 6 finish. Blow down surfaces.
- Brush and roll 2 coats Macropoxy 646 epoxy primer on shell, saddles, piping and base.
- Brush and roll 1 coat Acrolon 218 urethane finish on shell, saddles, piping and base. Color will be white.

Total Base Bid: \$7,090.00

Diesel tank 9' diameter x 23' long

- Shell, saddles, piping and pump base – pressure wash to remove chalk and dirt.
- Power tool clean rust around pump base.
- Brush and roll 1 tie coat of Macropoxy 646 epoxy primer on shell, saddles, piping and base.
- Brush and roll 1 coat urethane finish on shell, saddles, piping and base. Color will be white.

Total Base Bid: \$4,395.00

Notes:

- Work will be done first shift Monday – Friday.
- All work will be done consecutively.
- Owner will supply water at site, power and scissers lift as needed.
- Owner will remove tank labels.
- We are assuming that existing paint is non-hazardous and does not contain any heavy-metals.



September 5, 2014

Jerry Schaefer
City of Franklin
7979 W. Ryan Road
Franklin, WI 53132

RE: City of Franklin
(2) 10,000 Gallon Fuel Storage Tanks

Dear Jerry:

Thomas A. Mason Co., Inc. wishes to quote you a price on the above referenced project. Our price includes all labor, materials, equipment and rigging necessary to complete the project. Our price is also furnished, installed and tax included. Work is to be done is as follows:

Scope of Work

- SSPC-SP2 hand tool/SSPC-SP3 Power tool clean tank and gas pump platforms.
- Apply one (1) prime coat of Sherwin Williams macropoxy.

TOTAL PRICE: \$ 6,409.00

Alternate 1

- Apply two (2) finish coats of Sherwin Williams bi-solids polyurethane.

TOTAL PRICE: + \$ 6,301.00

Note

- Fuel tanks should be full during preparation work.

Exclusions

- Removal and replacement of tank stickers, painting of fire suppression tower.

Thank you for the opportunity to present this proposal. Please consider Thomas A. Mason Co., Inc. for the above referenced project.

Sincerely,
THOMAS A. MASON CO., INC.

Steven J. Macaione
President

SJM/gms

cc: Thomas A. Mason, Thomas A. Mason Co., Inc. – CEO

Milwaukee Office
P.O. Box 511490 * Milwaukee, WI 53203-0251
Phone (414)271-6688 * Fax (414)289-9363
E-mail: info@thomasamason.com

Toll Free (888) 258-6688
Web Page: www.thomasamason.com

Granby Office
P.O. Box 2090 * Granby, CO 80446
Phone (970)887-1818 * Fax (970)887-2828
E-mail: info@thomasamason.com

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 23, 2014
REPORTS & RECOMMENDATIONS	Authorization To Purchase A Play Structure For Lions Legend Park As Recommended By The Park Commission	ITEM NUMBER <i>G.11.</i>

At the July 1, 2014 Common Council meeting, council members authorized staff to proceed with the Lions Legend Park project as contemplated in the adopted 2014 Annual Budget.

Staff did receive proposals for the play structure, including installation, at the Vernon E Barg Pavilion at Lions Legend Park. The structure would be designed for age group 2 – 5 years of age and placed next to the existing structure, which is designed for 5 – 12 year olds.

The existing structure is manufactured by Burke Equipment of Fond Du Lac, WI. Miller & Associates of Prairie Du Sac, WI is the distributor for Burke Equipment. Therefore, two (2) play structure designs were requested from Miller & Associates / Burke Equipment.

They were reviewed by the Park Commission at the September 8, 2014 and the Commission recommended the purchase of one structure, drawing #30-82559-1 from Miller & Associates. Miller & Associates has always responded quickly to our requests, and Burke Equipment has always had the parts readily available when needed.

Staff did request a proposal for Gametime Equipment, but the proposal was received a day late.

COUNCIL ACTION REQUESTED

Motion to purchase a play structure for Lions Legend Park / Vernon E Barg Pavilion from Miller & Associates, Burke Equipment Drawing # 30-82559-1, installed complete, for a total price of \$17,931.00.



Phone 608.943.8105 800.954.8700

www.millersaukprofile.com

Fax 608.418.7632

QUOTATION

Date: September 3, 2014

To: City of Franklin

Attn: Jerry Schaefer

Project: Legend Park

QTY.	MODEL/DESCRIPTION	AMOUNT
-1-	BCI Burke Voltage Play System, Delivered & Installed Design #30-82559-1	\$17,931.00
ALTERNATE		
-1-	BCI Burke Intensity, Nucleus Play System, Delivered & Installed Design #30-82560-1	\$18,000.00

Terms: Net 15 From Invoice Date

FOB: Franklin, WI

Est. Ship: 4-6 Weeks ARO

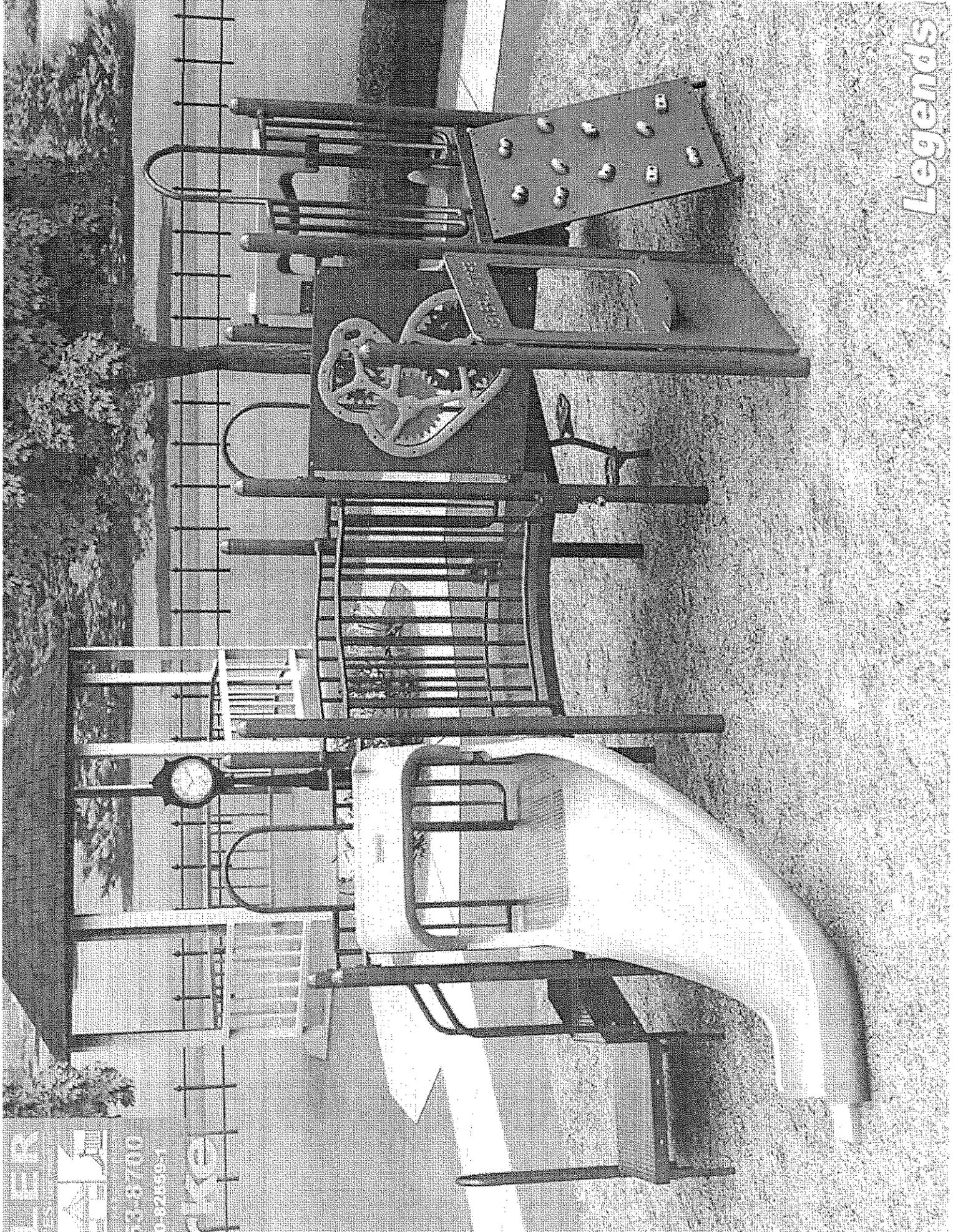
Quote Valid: 30 Days

*******NOTE*******

- Installation of the materials is the responsibility of the purchaser.
- Materials will be shipped via common carrier. The purchaser is responsible for receiving (off loading) and storage of all materials. This may require the use of a fork lift, skid steer with forks, or several men to break down the freight and off load the freight by "hand".
- Any damages or shortages must be noted on the bill of lading at the time of receiving the materials.

Steve Barritt
President

cc: Suanne Moesch, Sales Representative



Legends

53-5700
0-92599-1
Pike

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 23, 2014
REPORTS & RECOMMENDATIONS	A Resolution To Award The Contract For The Reroofing Of The Public Works Department Salt Storage Building	ITEM NUMBER <i>G.12.</i>

BACKGROUND

Industrial Roofing Services, Inc, the City of Franklin's roofing consultant, completed bid specifications for the reroofing of the City of Franklins salt storage building. This building is located at the Public Works Yard on Ryan Rd.

ANALYSIS

Staff advertised the project and four (4) bids were received:

Engineered Buildings, Inc	\$ 68,550.00
Cudahy Roofing & Supply, Inc	\$ 76,900.00
Alois Roofing	\$ 88,480.00
Langer Roofing & Sheet Metal	\$104,990.00

The bids were reviewed by Industrial Roofing Services and they recommend to accept the low total bid from Engineered Buildings, Inc. Staff has reviewed the bids and also recommends to accept the low total bid from Engineered Buildings, Inc for \$68,550.00.

FISCAL NOTE

Adequate funds are available within the 2014 Capital Improvements account to complete this project.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____, a resolution to award the contract for the reroofing of the Public Works Department Salt Storage Building to Engineered Buildings, Inc. in the amount of \$68,550.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2014-_____

A RESOLUTION AWARDDING CONTRACT TO THE
LOW BIDDER, FOR THE 2014
REROOFING OF THE SALT STORAGE SHED IN THE CITY OF FRANKLIN

WHEREAS, the City of Franklin advertised and solicited bids for the 2014 Reroofing of the Salt Storage Shed in the City of Franklin, and

WHEREAS, the low bidder was Engineered Buildings, Inc., with a bid of \$68,550.00, and

WHEREAS, Engineering Buildings, Inc. is a pre-qualified public works contractor, and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$68,550.00 to Engineered Buildings, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Engineered Buildings, Inc. be awarded the contract for the 2014 Reroofing of the Salt Storage Shed in the City of Franklin in the sum of \$68,550.00 in accordance with bid specifications.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Engineered Buildings, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this 23rd day of September, 2014 by _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 23rd day of September, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

The logo for Industrial Roofing Services, Inc. (IRS) features the letters "IRS" in a bold, sans-serif font. To the right of the text is a stylized, dotted-line illustration of a building's roof structure, showing a gabled roof with a chimney and a smaller section on the right.

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

September 15, 2014

Mr. Jerry Schaefer
City of Franklin
7979 W Ryan Road
Franklin, WI 53132

SUBJECT: Salt Storage Shed Roof Replacement
7979 W Ryan Road
Franklin, WI
IRS Job No. 15226

Dear Mr. Schaefer:

Bids for the above referenced project were opened on Thursday, September 11, 2014. Four (4) contractors submitted bids. Total Base Bids (Roof Replacement of Roof Area 6), including the \$5,000 Allowance, ranged from \$68,550 to \$104,990. Total Alternate Bids (Change from 26 gauge metal panels to 24 gauge metal panels), including the \$5,000 Allowance, ranged from \$72,550 to \$106,500.

It is recommended that you accept the low Total Base Bid from Engineered Buildings, Inc., in the amount of \$68,550. The lead time for the Base Bid is approximately six (6) weeks for materials if the color of white or off-white is not selected (i.e. blue, red, etc.). If time is of the essence, we would recommend that you accept their Total Alternate Bid, in the amount of \$72,550, where lead time is approximately two (2) weeks.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke

W. Ryan Wilke
Sr. Project Manager

**CITY OF FRANKLIN
SALT STORAGE BUILDING
ROOF REPLACEMENT**

IRS JOB # 15226

Contractor	Engineered Buildings, Inc.	Cudahy Roofing & Supply, Inc.	Alois Roofing & Sheet Metal	Langer Roofing & Sheet Metal, Inc.
BASE PRICES				
BASE BID: (Roof Replacement of Roof Area 6)	\$63,550.00	\$71,900.00	\$83,480.00	\$99,990.00
ALLOWANCE: (Unit Price Funding)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Bid (Base Bid + Allowance)	\$68,550.00	\$76,900.00	\$88,480.00	\$104,990.00
ALTERNATE BID: (Change from 26 gauge metal panels to 24 gauge metal panels)				
ALTERNATE BID:	\$67,550.00	\$73,900.00	\$2,460.00	\$101,500.00
ALLOWANCE: (Unit Price Funding)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Alternate Bid (Alternate Bid + Allowance)	\$72,550.00	\$78,900.00	\$7,460.00	\$106,500.00
FIXED UNIT PRICING				
Replace 5/8" plywood roof decking (per 4'x 8' sheet)	\$50.00	\$50.00	\$50.00	\$50.00
Replace 3/4" plywood roof decking (per 4'x 8' sheet)	\$55.00	\$55.00	\$55.00	\$55.00
Replace 2" x 4" wood blocking (per lineal foot)	\$4.00	\$4.00	\$4.00	\$4.00
Replace 2" x 6" wood blocking (per lineal foot)	\$4.50	\$4.50	\$4.50	\$4.50
Replace 2" x 8" wood blocking (per lineal foot)	\$5.00	\$5.00	\$5.00	\$5.00
Replace 2" x 10" wood blocking (per lineal foot)	\$5.50	\$5.50	\$5.50	\$5.50
Replace 2" x 12" wood blocking (per lineal foot)	\$6.00	\$6.00	\$6.00	\$6.00
CONSTRUCTION SCHEDULE				
Commence Work in Days	20	50	15	20
Completion Work in Days	12/1/2014	24	60	40
Bid Bond Y/N	Y	Y	Y	Y
Attachments Y/N	Pre Qual			

CONTRACTOR

BASE PRICES

BASE BID: (Roof Replacement of Roof Area 6)

ALLOWANCE: (Unit Price Funding)

Total Bid (Base Bid + Allowance)

ALTERNATE BID: (Change from 26 gauge metal panels to 24 gauge metal panels)

ALLOWANCE: (Unit Price Funding)

Total Alternate Bid (Alternate Bid + Allowance)

FIXED UNIT PRICING

- Replace 5/8" plywood roof decking (per 4'x 8' sheet)
- Replace 3/4" plywood roof decking (per 4'x 8' sheet)
- Replace 2" x 4" wood blocking (per lineal foot)
- Replace 2" x 6" wood blocking (per lineal foot)
- Replace 2" x 8" wood blocking (per lineal foot)
- Replace 2" x 10" wood blocking (per lineal foot)
- Replace 2" x 12" wood blocking (per lineal foot)

CONSTRUCTION SCHEDULE

- Commence Work in Days
- Completion Work in Days

Bid Bond Y/N
Attachments Y/N

Bids Due: Thursday, September 11, 2014 at 11:00 am

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slo</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">September 23, 2014</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Approving a Conveyance of Rights in Land, Conveying a Temporary Construction Easement and a Lump Sum Agreement for Payment for Lands or Interests in Lands from Public Utility, to and With the State of Wisconsin Department of Transportation, as they Pertain to City of Franklin Easements in the Area of the Reconstruction of South 27th Street (STH 241) Project from West College Avenue to West Drexel Avenue</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 13.</i></p>

The above subject matter was before the Common Council at its September 9, 2014 meeting. Subsequent thereto, Council President Wilhelm obtained further information from experts recommended by the Engineering Department and discussed that information with the Citizens who spoke upon such issues at the last meeting regarding the private properties near the intersection of South 27th Street and West Rawson Avenue.

Attached is a draft of the above and the referenced documents. WIDOT needs to acquire land areas currently subject to City utility easements for the street reconstruction. The subject involves approximately 3.5 acres of City utility easement lands. Also attached are plat maps depicting the subject land areas. Acting City Engineer will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Approving a Conveyance of Rights in Land, Conveying a Temporary Construction Easement and a Lump Sum Agreement for Payment for Lands or Interests in Lands from Public Utility, to and With the State of Wisconsin Department of Transportation, as they Pertain to City of Franklin Easements in the Area of the Reconstruction of South 27th Street (STH 241) Project from West College Avenue to West Drexel Avenue.

RESOLUTION NO. 2014-_____

A RESOLUTION APPROVING A CONVEYANCE OF RIGHTS IN LAND, CONVEYING A TEMPORARY CONSTRUCTION EASEMENT AND A LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS FROM PUBLIC UTILITY, TO AND WITH THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, AS THEY PERTAIN TO CITY OF FRANKLIN EASEMENTS IN THE AREA OF THE RECONSTRUCTION OF SOUTH 27TH STREET (STH 241) PROJECT FROM WEST COLLEGE AVENUE TO WEST DREXEL AVENUE

WHEREAS, there are certain existing City of Franklin water utility and sanitary sewer and drainage easement areas in the South 27th Street right-of-way which the State of Wisconsin Department of Transportation needs to relocate for the street reconstruction project construction from West College Avenue to West Drexel Avenue; and

WHEREAS, the Wisconsin Statutes and the Wisconsin Administrative Code require the Department to obtain rights from municipal public utilities for such necessary land conveyances and costs, by way of, including, but not limited to the execution, delivery and receipt of a Conveyance of Rights in Land, a Temporary Construction Easement and a Lump Sum Agreement for Payment for Lands or Interests in Lands from Public Utility, for the South 27th Street reconstruction project; and

WHEREAS, the Engineering Department and consulting engineer, Kaempfer & Associates, Inc. having recommended approval of the aforesaid easement conveyance, grant and payment agreement for the some 3.5 acres of City utility easement area to be impacted by the project; and

WHEREAS, the Common Council having found such recommendations to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conveyance of Rights in Land, the Temporary Construction Easement and the Lump Sum Agreement for Payment for Lands or Interests in Lands from Public Utility, to and with the State of Wisconsin Department of Transportation, as they pertain to City of Franklin utility easements in the area of the reconstruction of South 27th Street (STH 241) project from West College Avenue to West Drexel Avenue, in the form and content as annexed hereto, subject to minor changes as may be determined necessary by the Acting City Engineer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Treasurer and City Clerk be and the same are hereby authorized to execute and deliver the aforesaid Conveyance of Rights in

RESOLUTION NO. 2014-_____

Page 2

Land, Temporary Construction Easement and Lump Sum Agreement, as may be required thereunder, respectively, together with any other documents/transactions which may be required to consummate the entirety of the matter(s).

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

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

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Division of Transportation System Development
Southeast Region
141 NW Barstow Street
Waukesha, WI 53187-0798

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

Telephone: (262) 548-5903
FAX: (262) 548-5424
Email: DOTDTSOSERegion@dot.wi.gov

August 19, 2014

RON ROMEIS
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN WI 53132

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL
COMPENSATION

RE: Design Project ID: 2265-16-00
Construction Project ID: 2265-16-70
27TH ST, CITY OF FRANKLIN/OAK CREEK
W DREXEL AVE TO COLLEGE AVE(CTH ZZ)
STH 241, Milwaukee County

Utility Project ID 2265-16-44
Parcel No. 204
R/W Plat ID 2265-16-20

The information in this letter is meant to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220.

Easement rights owned by your company have been identified in areas of proposed new right-of-way being acquired for this project, and it will be necessary to acquire these rights from your company, as well as provide for reimbursement of the eligible relocation work if your company is seeking compensation.

Original DT1078 Plans were mailed to utility owners on 9/28/2012 by the consulting firm Mead & Hunt. The release of rights documents were not sent at that time. The purpose of this letter is to complete this work, and move ahead with acquiring these rights from your company. All additional documents required have been included with this letter.

Enclosed are the following release and agreement papers:

1. A right-of-way plat with compensable areas shown. If you disagree with compensable areas shown, please call me to discuss. **Please verify that your facilities and easements are shown.**
2. DT1541, *Audit Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility* and DT1542, *Lump Sum Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility*. You may use whichever agreement is appropriate if the amount of the agreement is less than \$50,000. The audit agreement must be used if the amount of the agreement is larger than \$50,000. If you decide to use the audit agreement, pay particular attention to Provision #3 that pertains to subcontracting. DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*, as mentioned in the agreements is also included.
3. DT1660, *Conveyance of Rights in Land*
4. DT2217, *Temporary Construction Easement (Transportation Project Plat)*

I have enclosed the release of rights document(s), Audit Agreement and a Lump Sum Agreement. Please choose which Agreement you prefer, and return the original signed agreement with the original signed release document(s) to me. If the cost of the relocation work is \$50,000 or higher, then the Audit Agreement must be used.

If you are not seeking compensation, discard the Audit and Lump Sum agreements and send a Utility Statement of Non-Reimbursement with the original signed release of rights document(s).

Construction authorization for this work is not hereby extended. Any construction performed before a written or verbal start work notice is received from WisDOT will not be reimbursed.

Work plans are due back on this project. The release of rights and contract or statement of no compensation need to be received by the DOT SE Region office or no formal work plan approval letters can be issued.

Utility Parcels will be processed by the region office. However, Mead & Hunt has been retained by the Department to design and furnish construction plans and prepare special provisions for the subject project. Your contact person is Darrell Berry at 262-935-4254. Questions regarding the highway design or request for up-to-date construction plans should be directed to Mead & Hunt.

DEADLINES: By September 1, 2014, please submit the following:

- The properly executed release document(s)
- Either the signed agreement with your estimate(s), or a Utility Statement of Non-Reimbursement
- Other attachments as needed

This project's design complete date is September 1, 2014 with a construction bid letting scheduled for January 13, 2015.

SUBCONTRACTING: You may intend to hire a consultant to prepare your work plan and engineer your relocation design, or you may propose to hire a contractor to perform the necessary relocations. As long as the consultant and the contractor you use are regularly employed in your operations under a continuing contractual arrangement, there is no need to contact me. If not, however, please call me to discuss the additional information I'll need from you.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Michael Birschbach

Michael Birschbach PE
Utility Engineer
Southeast Region
(262) 548-5935
Michael.Birschbach@dot.wi.gov

Enclosures: As stated

cc:

Document Number

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
Exempt from fee s.77.25(2r) Wis. Stats.
DT1660 12/2005 (Replaces ED660) s.84.09(1) Wis. Stats.

City of Franklin, GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property: None.

Legal Description

(See attached)

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgement

City of Franklin

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____ County)
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
Attn: Laura Longley, Utilities Unit
141 NW Barstow Street
PO Box 798
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
(see attached)

I.D. 2265-16-44, Utility Parcel 204, City of Franklin (Conveyance of Rights – Attachment)

LEGAL DESCRIPTION:

All that part of the lands subject to Grantor's easements or interests included in lands acquired by the Grantee in parcel 37 of Transportation Project Plat No. 2265-16-20 – 4.05, recorded as Document Number 10237660 on 04/15/2013; parcel 46 of Transportation Project Plat No. 2265-16-20 – 4.06, recorded as Document Number 10227659 on 03/18/2013; parcel 118 of Transportation Project Plat No. 2265-16-20 – 4.09, recorded as Document Number 10356695 on 05/06/2014; parcel 162 of Transportation Project Plat No. 2265-16-20 – 4.12, recorded as Document Number 10237663 on 04/15/2013, all recorded in the Milwaukee County Office of the Register of Deeds, State of Wisconsin; and all subsequent revisions.

As lie within the right-of-way acquired or to be acquired for the reconstruction of STH 241/27th Street (W. Drexel Ave. to College Ave), State Construction I.D. 2265-16-70, as described above.

Grantor's easements are further described as being recorded in:

SHT	Pcl	Vol	Pg	DOCUMENT No.	TAX ID
4.05	37	R. 5430	I. 839	8362766	786-998-0002
	37			9652863	786-998-0002
	37				786-998-0002
4.06	46	R. 2395	I. 1052	6334644	761-9954
4.09	118			7909773	738-0069
	118			7909774	738-0069
	118			7924263	738-0069
4.12	162	R. 2295	I. 1645	6245323	714-9994

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation
DT1542 7/2013 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of Franklin**, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ _____ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project: 2265-16-70
27TH ST, CITY OF FRANKLIN/OAK CREEK
W DREXEL AVE TO COLLEGE AVE(CTH ZZ)
STH 241, Milwaukee County

Utility Project ID: 2265-16-44
Parcel #: 204

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin

Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT. It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.

IN WITNESS, the parties have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

WISCONSIN DEPARTMENT OF TRANSPORTATION

(Division Administrator)

(Date)

City of Franklin

(Company)

(Signature) (Date)

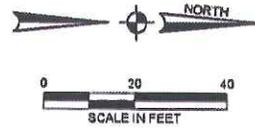
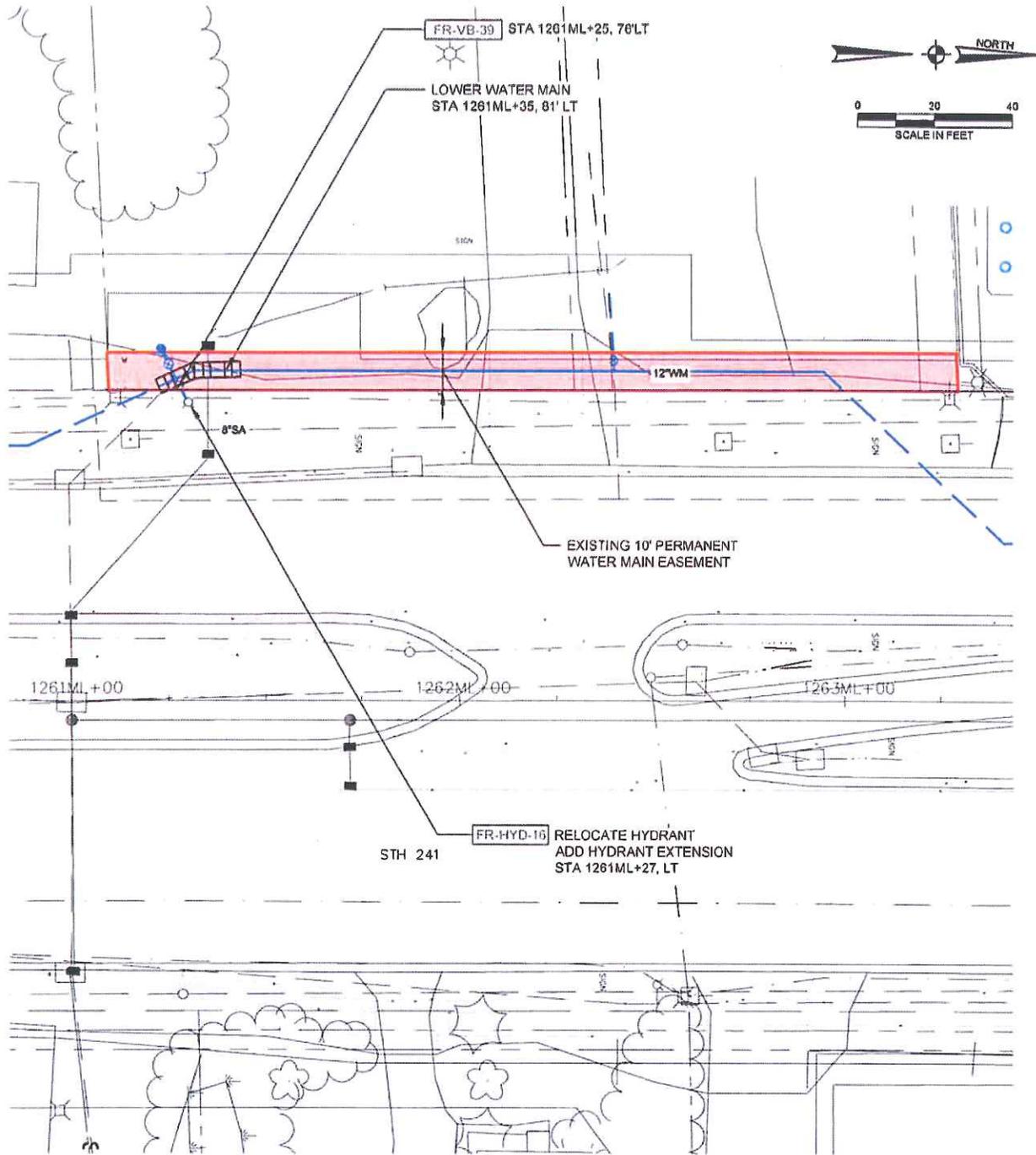
(Title)

(Signature) (Date)

(Title)

City of Franklin
 27th Street Utility Revisions
 Unit Price - Cost Estimate - DOT Lump Sum Agreement for Reimbursement

<u>Item No.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
SPV0060.78	1 - each	Relocate Hydrant - Franklin Water	\$ <u>\$10,000.00</u>	\$ <u>\$10,000.00</u>
SPV0060.81	1 -each	Lower Water Main - Franklin Water	\$ <u>\$25,000.00</u>	\$ <u>\$25,000.00</u>
Sub Total				\$ <u>\$35,000.00</u>
10% Design Engineering				\$3,500.00
Grand Total Lump Sum				\$38,500.00



J:\Franklin\EL142-03.08B\Memo Figure\Fig. 1 WM in Easement.dwg, 9/5/2014 2:02:48 PM, 1:1, GD

Kaempfer & Associates Inc.

P O Box 150 850 E Jackson St
Oconto Falls, Wisconsin 54154

Consulting Engineers
(920) 846-3932

**CITY OF FRANKLIN
27th STREET RECONSTRUCTION
WATER MAIN REVISIONS**

**TITLE: WATER MAIN REVISIONS WITHIN
WATER MAIN EASEMENT**

DRAWN	WB	DESIGNED	MS
CHECKED	CK	DATE	8/28/14

Fig. 1

REPORT FOR REGISTER OF DEEDS
PROJECT NUMBER 2265-16-20 - 412
DATE: 10/27/2011
DOC # 10237663
RECEIVED 10/27/2011 11:00 AM
REGISTERED 10/27/2011 11:00 AM
MILWAUKEE COUNTY, WI
FILE ENTRY # 2

TRANSPORTATION PROJECT PLAT NO: 2265-16-20 - 4.12
PART OF PARCEL 1, CSM 6503, LOCATED IN AND INCLUDING
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,
OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

RELOCATION CORNER S1/4 241 W DIXIE AVENUE - W COLLEGE AVENUE/MILWAUKEE COUNTY,
WISCONSIN

THE PROPERTY ESTABLISHED BY THIS INSTRUMENT, ELECTRIC, CONCRETE, ERECTOR, REFINER, APPROX. AS SHOWN ON A PORTION OF THE MAP AS DESCRIBED ABOVE.
THE PROPERTY ESTABLISHED BY THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF THE CITY OF FRANKLIN, WISCONSIN, AS SHOWN ON A PORTION OF THE MAP AS DESCRIBED ABOVE.
TO EFFECT THE CHANGE PROPOSED TO ADJUST THE BOUNDARIES OF THE SECTION AS SHOWN ON THE MAP AS DESCRIBED ABOVE, THE DEPARTMENT OF TRANSPORTATION
HEREBY ORDERS THAT:
1. THE LANDS OF THE PROJECTS OF THIS PLAT ARE TO BE ADJUSTED AS SHOWN ON THE PLAT AS DESCRIBED ABOVE.
2. THE LANDS OF THE PROJECTS OF THIS PLAT ARE TO BE ADJUSTED AS SHOWN ON THE PLAT AS DESCRIBED ABOVE.
3. THE LANDS OF THE PROJECTS OF THIS PLAT ARE TO BE ADJUSTED AS SHOWN ON THE PLAT AS DESCRIBED ABOVE.

REFER TO SHEET 2 OF 2, TRANSPORTATION PROJECT PLAT 2265-16-20-4.01 OF
TRANSPORTATION PROJECT PLATS, DOCUMENT NO. 1022856 FOR ADDITIONAL INFORMATION.

FOR CURRENT ACCESS / DRIVEWAY INFORMATION CONTACT THE WISCONSIN DEPARTMENT OF
TRANSPORTATION REGION OFFICE IN MILWAUKEE, WISCONSIN.

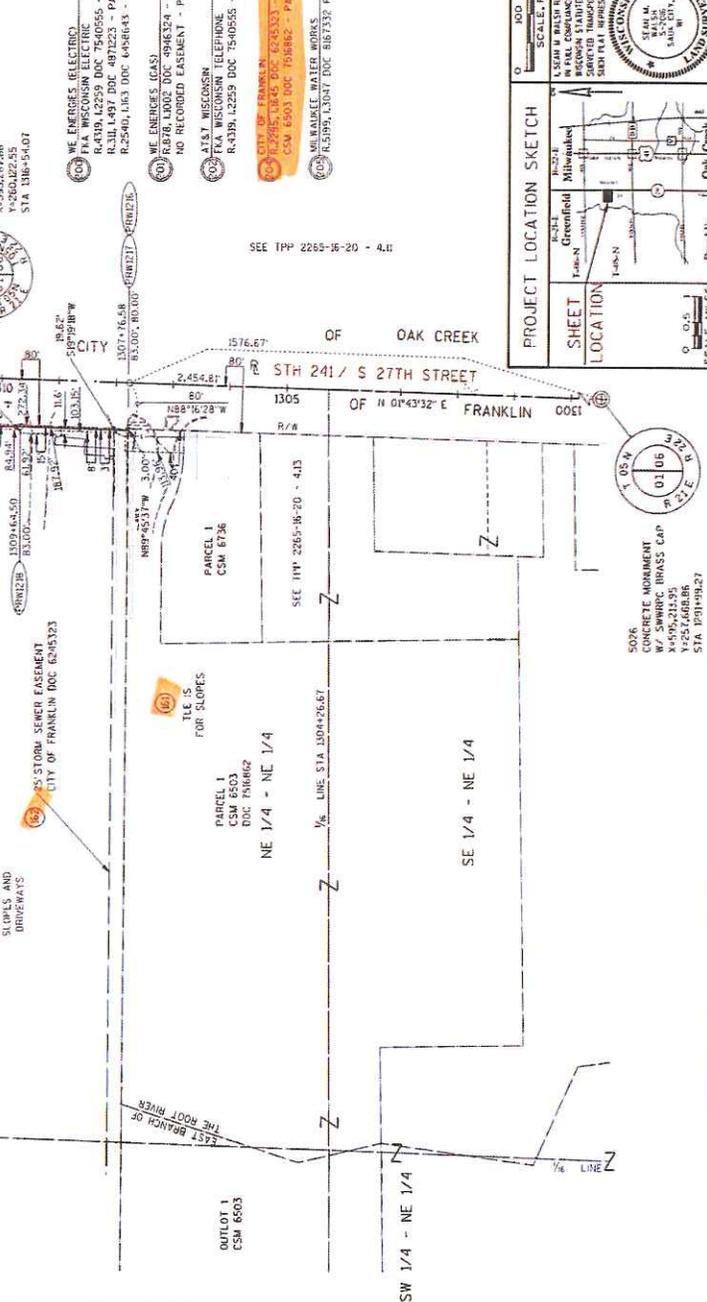
SCHEDULE OF LANDS & INTERESTS REQUIRED

INTEREST REQUIRED	RIGHT OF WAY SF REQUIRED	FILE
NEW	EXISTING	TOTAL
TILE	907	3,936
FEET/TILE	907	1,868

SCHEDULE OF UTILITIES & INTERESTS REQUIRED

UTILITY NUMBER	OWNER NAME	INTEREST REQUIRED
200	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
201	WE ENERGIES (GAS)	RELEASE OF RIGHTS
202	AT&T WISCONSIN	RELEASE OF RIGHTS
204	CITY OF FRANKLIN	INCREASE OF RIGHTS
205	MILWAUKEE WATER WORKS	RELEASE OF RIGHTS

YEAR	WIDTH	IBO
1930	160'	
1930	160'	



PROJECT LOCATION SKETCH
SCALE: FEET
0 100 200
SHEET LOCATION
SCALE: MILES
0 0.5 1
PROJECT LOCATION SKETCH
SCALE: FEET
0 100 200
SHEET LOCATION
SCALE: MILES
0 0.5 1

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST	RIGHT OF WAY	REQUIRED	EXISTING	TOTAL	ACRES
114	ALLEN D. TERMSBURY AND MENDY S. TERMSBURY	FEE/FILE	351	1.48	...	...	...
115	LANDMARK RANSON, LLC	FEE/FILE	3,362	6.38	...	...	...
116	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	FEE/FILE	1,656	5.42	...	...	...
117	AND ELLER MEDIA, INC.	FEE/FILE	3,186	4.97	...	...	...
118	LOWE'S HOME CENTER, INC.	FEE/FILE	436	2.04	...	...	...
119	BORISKO PROPERTIES, LLC	FEE/FILE	4,686	9.42	...	...	...
120	ROBERTSON ENTERPRISES, L.L.C.	FEE/FILE	7,722	15.14	...	...	...
121	DALE STREET STREET, LLC	FILE	10,015	19.85	...	...	...
122	GENEVA EXCHANGE FUND XL, LLC ET AL.	FEE/FILE	574	2.82	...	...	...
123	WALNUT STREET STREET, LLC	FEE/FILE	1,575	7.95	...	...	...
124	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
125	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
126	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
127	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
128	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
129	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
130	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
131	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
132	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
133	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
134	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
135	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
136	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
137	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
138	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
139	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
140	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
141	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
142	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
143	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
144	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
145	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
146	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
147	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
148	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
149	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...
150	FRANKLIN MILWAUKEE COUNTY, WISCONSIN	FEE/FILE	1,849	2.87	...	...	...

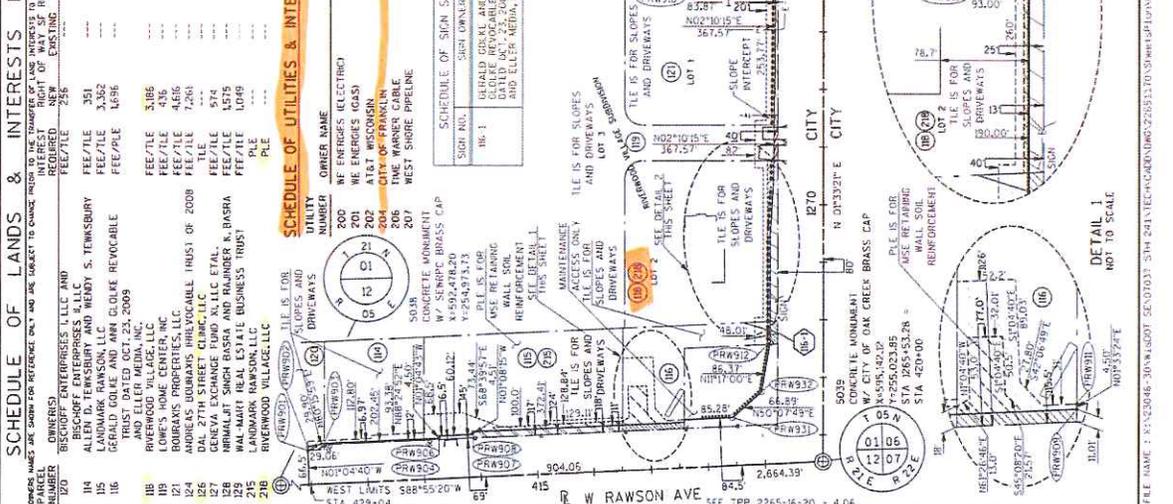
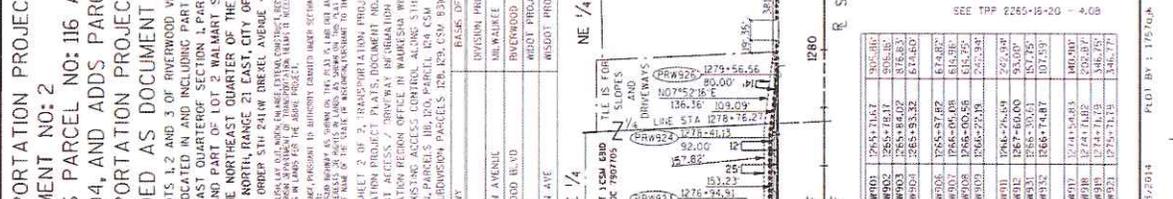
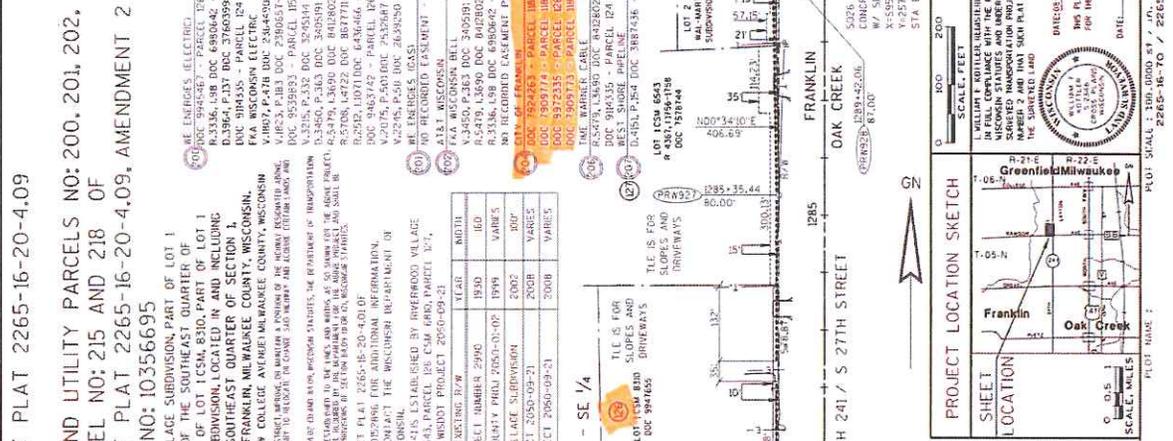
SCHEDULE OF UTILITIES & INTERESTS REQUIRED

UTILITY NUMBER	UTILITY NAME	OWNER NAME	INTEREST REQUIRED
200	WE ENERGIES (ELECTRIC)	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
201	WE ENERGIES (GAS)	WE ENERGIES (GAS)	RELEASE OF RIGHTS
202	AT&T WISCONSIN	AT&T WISCONSIN	RELEASE OF RIGHTS
203	THE WISCONSIN POWER AND LIGHT COMPANY	THE WISCONSIN POWER AND LIGHT COMPANY	RELEASE OF RIGHTS
204	THE WISCONSIN POWER AND LIGHT COMPANY	THE WISCONSIN POWER AND LIGHT COMPANY	RELEASE OF RIGHTS
205	WEST SHORE PIPELINE	WEST SHORE PIPELINE	RELEASE OF RIGHTS
206	CONCRETE MONUMENT	CONCRETE MONUMENT	RELEASE OF RIGHTS
207	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
208	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
209	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
210	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
211	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
212	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
213	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
214	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
215	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
216	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
217	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
218	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
219	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS
220	W/ SENEPE BRASS CAP	W/ SENEPE BRASS CAP	RELEASE OF RIGHTS

SCHEDULE OF SIGN STRUCTURES

SIGN NO.	SIGN OWNER	DOCK NO.
18-1	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796181
18-2	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796182
18-3	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796183
18-4	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796184
18-5	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796185
18-6	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796186
18-7	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796187
18-8	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796188
18-9	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796189
18-10	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796190
18-11	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796191
18-12	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796192
18-13	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796193
18-14	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796194
18-15	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796195
18-16	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796196
18-17	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796197
18-18	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796198
18-19	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796199
18-20	GERALD GOLBE AND AMY CLOKE REVOCABLE AND ELLER MEDIA, INC.	796200

TRANSPORTATION PROJECT PLAT 2265-16-20-4.09
 AMENDMENT NO: 2
 AMENDS PARCEL NO: J16 AND UTILITY PARCELS NO: 200, 201, 202, AND 204, AND ADDS PARCEL NO: 215 AND 218 OF TRANSPORTATION PROJECT PLAT 2265-16-20-4.09, AMENDMENT 2 RECORDED AS DOCUMENT NO: 10356695



SEE TYP 2265-16-20 - 4.03
 SEE TYP 2265-16-20 - 4.08
 SEE TYP 2265-16-20 - 4.06
 PROJECT NAME: 13122646-30W15007 S14 241 N12CH-CAD-UMD-2265170-03 W/SP/T/UMD/09-7-0 - owner:franklin.gov
 FILE NAME: 13122646-30W15007 S14 241 N12CH-CAD-UMD-2265170-03 W/SP/T/UMD/09-7-0 - owner:franklin.gov
 PLOT NAME: 1
 PLOT BY: 175704
 PLOT SCALE: 1:200 0000 51 7/16
 AMENDMENT 2
 STA 241
 2265-16-20

TEMPORARY CONSTRUCTION EASEMENT
(Transportation Project Plat)
Wisconsin Department of Transportation
DT2217 4/2007

City of Franklin, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation (WIDOT), Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of Franklin, Milwaukee County, Wisconsin and are shown on Transportation Project Plat(s) 2265-16-20-4.05, 4.06, 4.09 and 4.12, which depicts the right-of-way required for Highway Construction Project No. 2265-16-70, STH 241/27th Street (W. Drexel Ave. to College Ave) in accordance with Section 84.095 Wisconsin Statutes. This plat is available to view at the WIDOT Office located at 141 N.W. Barstow Street, Waukesha, WI 53187.

The said lands are part of Parcel(s) 37, 46, 118, 218, 126, 161 and 162 as shown on said Transportation Project Plat and are further described as lying in the NE 1/4-SE 1/4 and SE 1/4-SE 1/4 and NE 1/4-NE 1/4 of Section(s) 12, T5N, R21E, City of Franklin; in the SE 1/4-SE 1/4 and NE 1/4-SE 1/4 and NE 1/4-NE 1/4 of Section 1, T5N, R21E, City of Franklin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2265-16-70 for which this instrument is given, or ---, whichever comes first.

The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Milwaukee County Register of Deeds Office, or exists by prescriptive rights as defined by Wisconsin Statutes, Section 893.28.

08/18/2014

(Document Created Date)

City of Franklin

(Company)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

I.D. 2265-16-44, Utility Parcel 204, City of Franklin (Temp. Construction Easement - Attachment)

Sheet	Pcl	Vol	Pg	DOCUMENT No.	TAX ID
4.05	37	R. 5430	I. 839	8362766	786-998-0002
	37			Per Prescriptive Rights	786-998-0002
4.06	46	R. 2395	I. 1052	6334644	761-9954
4.09	118			7909773	738-0069
	118			7909774	738-0069
	118			7924263	738-0069
	126			9972335	738-9975-005
	218			7909773	738-0069
	218			7909774	738-0069
	218			7924263	738-0069
4.12	161			CSM 6503 Doc 7516862	714-9996-015
	162	R. 2295	I. 1645	6245323	714-9994

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/23/14
Reports & Recommendations	SUBJECT: Motion to approve the recommendation of Franklin Water Commission to survey property owners abutting W. St. Martins Road from S.T.H. 100 (S. Lovers Lane) to W. Forest Home Avenue (CTH OO) as to their desire for the extension of City water.	ITEM NO. <i>G.14.</i>

BACKGROUND

The Water Commission has as part of its capital system planning considered the extension of a 16” distribution water main on W. St. Martins Road. This extension would achieve a major distribution loop in the west pressure zone of the City. The resulting improvement to water system reliability to approximately 40% of the City customer base as well as reliability for fire protection to commercial development along S.T.H. 100 to the northwest is significant.

ANALYSIS

Consideration has recently been given to this extension at the Commission’s July, August and most recently September 16, 2014 meetings. A recommendation to be given prior to the anticipated resurfacing of W. St. Martins Road scheduled for 2016.

Commission discussion included the following:

- The need to borrow \$1.6 million to construct this extension.
- The need beyond reliability for future development in the service area of this distribution main is somewhat limited.
- A corridor was found to place the main outside of pavement along the entire length. It was noted that though the main would be placed outside of the proposed paved shoulder, some disturbance to driveways and street crossing and surface disturbance would occur. An estimated cost of \$100,000 could potentially be added to the present construction cost of \$1.6 million raising the project cost to \$1.7 million.

The Commission recommends that the Common Council directs staff to survey the property owners that would incur an assessment for this improvement, explaining the following items:

- The advantages to customer reliability and reliability for fire protection.
- Installation preceding the road reconstruction would be proper in sequence. Restoration of road would be final. No significant future disturbance would be required.
- A 10 year deferment of special assessment would likely be established. No assessment would be billed until connection or 10 years had elapsed. Property owners need not connect to municipal water.
- After the 10 years, a payment program of 12 years, with 6% interest on balance, would also likely be developed.

The survey would allow the abutting property owners to live with their decision and recognize in the future it may be necessary to install this water distribution main.

The Commission would live with the Common Council’s decision based on the survey results.

OPTIONS

Motion to direct staff to survey abutting property owners.

or

Motion to deny the survey of abutting property owners.

or

Hold off on action on this matter.

FISCAL NOTE

The borrowing of \$1.6 million for this project would be by the Water Utility. The anticipated debt service on this borrowing would result in a potential increase to water rate.

RECOMMENDATION

Motion to approve the recommendation of Franklin Water Commission to survey property owners abutting W. St. Martins Road from S.T.H. 100 (S. Lovers Lane) to W. Forest Home Avenue (CTH OO) as to their desire for the extension of City water.

RJR/sg

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/23/14
Reports & Recommendations	SUBJECT: Ordinance to add to Section 245.5(D)(4) of the Municipal Code to establish no parking on the north side of W. Brenwood Park Drive from the center of W. Loomis Road to a point 300 feet to the southeast.	ITEM NO. <i>G.15.</i>

BACKGROUND

The Board of Public Works at their September 10, 2014 meeting heard a request from a resident living at 9501 W. Loomis Road. The request was to post no parking on the north (east) side of W. Brenwood Park Drive from W. Loomis Road to beyond a driveway.

ANALYSIS

Parked vehicles on either side of the drive tend to block vision in leaving the Brenwood Park complex. Given the traffic generated by the complex, the Post Office and development to the south this posting was recommended by staff and the Board.

OPTIONS

Approve or deny recommendation.

FISCAL NOTE

The cost of the necessary signs to establish no parking would be taken from DPW operational budget.

RECOMMENDATION

Motion to adopt Ordinance No. 2014 - _____, ordinance to add to Section 245.5(D)(4) of the Municipal Code to establish no parking on the north side of W. Brenwood Park Drive from the center of W. Loomis Road to a point 300 feet to the southeast.

RJR/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2014-_____

ORDINANCE TO ADD TO SECTION 245.5(D)(4) OF THE MUNICIPAL CODE
TO ESTABLISH NO PARKING ON THE NORTH SIDE OF W. BRENWOOD PARK DRIVE
FROM THE CENTER OF W. LOOMIS ROAD TO A POINT 300 FEET TO THE SOUTHEAST.

WHEREAS, the Board of Public Works has recommended adding “No Parking on the north side of W. Brenwood Park Drive from the center of W. Loomis Road to a point 300 feet to the southeast.

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

SECTION I. Section 245.5(D)(4) of the Municipal Code of the City of Franklin receives the addition as follows:

“north side of W. Brenwood Park Drive from the center of W. Loomis Road to a point 300 feet to the southeast.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

RJR/db

Ron Romeis

V - A

From: Mark Dandrea [markdandrea@wi.rr.com]
Sent: Thursday, August 14, 2014 1:36 PM
To: Ron Romeis
Subject: Fwd: no parking till corner sign Brenwood Park Dr.

Ron
Could you review the comments that Judith made and give me your expert opinion.
Thanks,
Mark

Sent from my iPhone

Begin forwarded message:

Resent-From: <mdandrea@franklinwi.gov>
From: Judith Taychert <artandjudytaychert@yahoo.com>
Date: August 13, 2014 at 12:05:13 PM CDT
To: "mdandrea@franklinwi.gov" <mdandrea@franklinwi.gov>
Subject: no parking till corner sign Brenwood Park Dr.
Reply-To: Judith Taychert <artandjudytaychert@yahoo.com>

Mr. Danrea,

I am a resident of Brenwood Park Senior apartments. I would like to request a no parking to corner sign be placed on the north side of the street by Harmony retirement home.

When pulling out from that drive my view of oncoming traffic from the east is restricted by parked cars. It is especially a problem in the winter months when post office employees park there.

There have been a number of accidents in that area. I don't want to be one of them.

If a sign could be placed about two car lengths from our exit drive it would greatly improve viewing of oncoming traffic. I would appreciate your help in this matter.

Judith Taychert
9501 W Loomis Rd #116



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">September 23, 2014</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>Future business parks, mixed use and retail development potential locations, potential acquisition(s) of property for future business parks, mixed use and/or retail development centers, and potential creation, establishment and operational aspects of future business parks, mixed use and/or retail development centers. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential acquisition and development of property within the City for future business park(s), mixed use and/or retail development centers, service, product and potential investment proposals for such purpose(s) and the investing of public funds and governmental actions in relation thereto and to effect such development, including service, product and potential investment contract terms and provisions, and including the terms and provisions of potential development agreement(s) for the development of property within a tax incremental district for future business park, mixed use and/or retail development centers purposes, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 16.</i></p>

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential acquisition and development of property within the City for future business park(s), mixed use and/or retail development centers, service, product and potential investment proposals for such purpose(s) and the investing of public funds and governmental actions in relation thereto and to effect such development, including service, product and potential investment contract terms and provisions, and including the terms and provisions of potential development agreement(s) for the development of property within a tax incremental district for future business park, mixed use and/or retail development centers purposes, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/23/2014
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of September 23, 2014.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

September 23, 2014 – 5:30 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - New 2014-15 5:35 p.m.	Applin, Qyinn M 4521 W Ramsey Ave, #65 Greendale, WI 53129 Country Lanes			
Operator - New 2014-15 5:40 p.m.	Chiroff, Katherine S 1141N Old World Third Street Milwaukee, WI 53203 Rock Sports Complex			
Operator - New 2014-15 5:45 p.m.	Gagliano, Chelsea M 7010 W Evans Dr Franklin, WI 53132 Rock Sports Complex			
Operator - New 2014-15 5:50 p.m.	Wolf, Julia L 3749 S Packard Ave. Apt #5 St Francis, WI 53235 Three Cellars			
Extraordinary Entertainment & Amusement 5:55 p.m.	The Rock Sports Complex Person in Charge: Marna Nersesian Event: The Hill Has Eyes Halloween Event Event Dates: October 2- 4, 9-10, 16-18, 23-25 and October 30 to November 1, 2014			
Operator - New 2014-15	Boileau, Melissa M 2270 S 102 nd St West Allis, WI 53227 CVS Pharmacy			
Operator - New 2014-15	Crawley, Clint J 3889 E Maple Street Oak Creek, WI 53154 Chill's Bar & Grill			
3.	Adjournment	Time		

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

APPROVAL <i>JB</i> <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/23/14
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached is a list of vouchers dated September 5, 2014 through September 18, 2014 Nos. 153618 through Nos. 153789 in the amount of \$531,439.32. Included in this listing is EFT's Nos. 2695 through Nos. 2697 and Library vouchers in the amount of \$ 76.30. Attached is a list of voided checks in the amount of \$ (200.00).

The net payroll dated September 19, 2014 is \$340,275.83. Payroll deductions for September 19, 2014 are \$ 365,375.76.

The estimated payroll for October 3, 2014 is \$339,000.00 with estimated deductions of \$ 213,000.00.

There were no property tax refunds.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 153618 through Nos. 153789 in the amount of \$ 531,439.32 dated September 5, 2014 through September 18, 2014.

Motion approving the net payroll dated September 19, 2014 in the amount of \$ 340,275.83 and payments of the various payroll deductions in the amount of \$ 365,375.76, plus any City matching payments, where required.

Motion approving the net payroll dated October 3, 2014 estimated at \$ 339,000.00 and payments of the various payroll deductions estimated at \$ 213,000.00, plus any City matching payments, where required.