

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY JULY 16, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of July 2, 2019.
- D. Hearings.
- E. Organizational Business:
Mayoral Appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist. 6, to the Parks Commission for a 3-year term expiring 4/30/2022.
- F. Letters and Petitions: Letter from Franklin Public School District requesting revision to §92-9. of the Franklin Municipal Code pertaining to “Impact Fee” exemptions for taxing entities.
- G. Reports and Recommendations:
 - 1. Request to allow the Director of Health & Human Services to sign a contract with Language Line Solutions, Inc. to provide over-the-phone language interpretation services for Health Department staff.
 - 2. Authorization to proceed to bidding for the Franklin Police indoor shooting range renovations.
 - 3. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Aspen Woods Subdivision Phase II Located on S. 47th Street and W. Puetz Road.
 - 4. Recommendations from the Quarry Monitoring Committee: Amend the Professional Services Agreement Change Order with Stantec to comply with Common Council direction of March 19, 2019; and status update on citizen-appointed member to the Quarry Monitoring Committee.
 - 5. Authorization to prepare a Contract and Scope of Services for an update to the Site Plan for development of Pleasant View Park.
 - 6. Franklin Senior Citizens, Inc. semi-annual update for 2019.
 - 7. City of Franklin’s Community Development Block Grant Program Projects for 2020.
 - 8. A Resolution to Authorize the Remainder of a Professional Services Contract with Greeley and Hansen in the amount of \$17,115 for Phase 2B of the Design of Industrial Park Lift Station Abandonment and Sewer Extension
 - 9. An Ordinance to Amend §10-1. Of the Municipal Code to Remove Reference to Meeting Day and Time for the Board of Public Works.
 - 10. Preliminary 2020 Budget development issues, including an update on Landfill Siting Fees: Presentation by the Director of Administration.

Common Council Meeting Agenda

July 16, 2019

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11. Capital Outlay Fund Expenditures coming from the “Planned Spending Pending Additional Consideration” Appropriation and reassigning Information Services Capital Outlay savings.
12. A Resolution Authorizing Certain Officials to Execute a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), Ballpark Commons – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate
13. A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

H. Bills.

Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of July 16, 2019.

J. Adjournment.

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

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

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

REMINDERS:

July 18	Plan Commission Meeting	7:00 p.m.
August 5	National Night Out	6:00 p.m. - 9:00 p.m.
August 6	Common Council Meeting	6:30 p.m.
August 8	Plan Commission Meeting	7:00 p.m.
August 20	Common Council Meeting	6:30 p.m.
August 22	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
July 2, 2019
MINUTES

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| ROLL CALL | A. The regular meeting of the Common Council was held on July 1, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m. |
| MINUTES
JUNE 4, 2019 | C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of June 18, 2019 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| DONATION TO POLICE
DEPT. | G.1. Alderwoman Wilhelm moved to accept the donation of \$100 from Robert Jester for deposit into the Police Donation account. Seconded by Alderman Mayer. All voted, Aye; motion carried. |
| ORD. 2019-2382
AMEND UDO FOR PDD 28
POLISH CENTER | G.2. Alderman Mayer moved to adopt Ordinance No. 2019-2382, AN ORDINANCE TO AMEND SECTION 15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC., POLISH COMMUNITY CENTER) TO ALLOW FOR ACCESSORY STRUCTURES ADJACENT TO PROPERTY LINES FOR CONSTRUCTION OF THE HEALING GARDEN AND THE LAKE AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 S. 68TH ST AND ADJOINING AREA(S)). Seconded by Alderman Taylor. All voted, Aye; motion carried. |
| BALLPARK COMMONS
UPDATE | G.3. No action was taken following a project update on Ballpark Commons presented by Ballpark Commons representative Mike Zimmerman. |
| MUNICIPAL COURT
FINES SCHEDULE | G.4. Alderman Taylor moved to refer the following violations on the Municipal Court schedule of fines and penalties to the Municipal Judge for a recommendation back to the Common Council: Barking/Vicious Dog, Battery, Battery to Peace Officer/Fireman, County Park Violation, Cruelty to Animal, Loud/Unnecessary Noise, |

Obstructing/Resisting, Possession of Drug Paraphernalia, Possession of THC, Underage Possession/Consumption of Alcohol, and Underage Use of Tobacco Products. Seconded by Alderman Nelson. All voted Aye; motion carried.

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| RAWSON HOMES ROAD REPAIRS (S. 36TH ST. AND S. 37TH PL. AT W. RAWSON AVE.) | G.5. | Alderwoman Wilhelm moved to direct staff to further refine action plan and solicit contractors as needed to address road repairs in the Rawson Homes neighborhood area, and further that the Director of Finance be directed to prepare a budget amendment in the current year. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| ORD. 2019-2383
SIGNS AND BILLBOARDS | G.6. | Alderman Taylor moved to adopt Ordinance No. 2019-2383, AN ORDINANCE TO AMEND CHAPTER 210: SIGNS AND BILLBOARDS TO PROVIDE FOR AN ADDITIONAL ONE-YEAR SUSPENSION OF A REQUIREMENT FOR MASTER SIGN PROGRAMS. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| DPW FOREMAN POSITION | G.7. | Alderman Mayer moved to reinstitute and fill the Foreman position at Department of Public Works and decrease a Light or Heavy Equipment Operator position. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| ARBITRAGE REPORT ON 2014A AND 2014B DEBT ISSUE | G.8. | Alderman Taylor moved receive and place on file the Ehler's Arbitrage report on the 2014A and 2014B Debt issues. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| MAY 2019 MONTHLY FINANCIAL REPORT | G.9. | Alderman Taylor moved to receive and place on file the May, 2019 monthly financial report. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| PARKLAND ACQUISITION SERVICE AGREEMENT | G.10. | Alderman Taylor moved to authorize the Mayor to approve a professional services agreement with Vandewalle & Associates for Parkland Acquisition Services, incorporating the scope of services and items addressed within the Council Action Sheet, as well as clarifications. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| MMSD TASK ORDER NO.17 FUNDING AGREEMENT PPII | G.11. | Alderman Mayer moved to direct Staff to notify Milwaukee Metropolitan Sewerage District of desire to finalize task Order No. 17 with Brown and Caldwell for \$147,000 and incorporate in a private property inflow and infiltration funding agreement. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| TELECOM. AND TECHNOLOGY CARRIER | G.12. | Alderman Mayer moved to authorize the Director of Administration to accept a not-to-exceed proposal of \$1,485 from Synergy for the |

SERVICES REVIEW

discover and planning services portion of a telecommunications and technology carrier services review. Seconded by Alderman Dandrea. All voted Aye; motion carried.

JULY COMMON
COUNCIL DATE

- G.13. The Common Council meeting will be held on July 16, 2019, as no action was taken to change the date.

VOUCHERS AND
PAYROLL

- H.1. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of July 1, 2019 in the amount of \$886,349.19; and payroll dated June 21, 2019 in the amount of \$397,236.95 and payments of the various payroll deductions in the amount of \$414,275.95, plus City matching payments; and estimated payroll dated July 5, 2019 in the amount of \$388,000.00 and payments of the various payroll deductions in the amount of \$217,000.00, plus City matching payments; and Property Tax settlements with an ending date of June 28, 2019 in the amount of \$13,522.77; and release of payment to Knight Berry Inc in the amount of \$725,581.92. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

LICENSES AND PERMITS

- I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of July 1, 2019:

Grant Extraordinary Entertainment & Special Event license to Wheel and Sprocket (Kathy Devries & Noel Kegel) for a Grand Opening Bike Ride through Franklin on July 12, 2019, 8:00 am to 10:00 am.

Grant Class B Combination license to QT Pizza, Agent Susan Toetz, 7119 S 76th St;

Grant Change of Agent for Kwik Trip #287, Jill Le Claire, 8160B S Four Oaks Dr;

Grant Temporary Entertainment & Amusement license to Franklin Police Department (Officer Jon Czerwinski), for National Night Out on 08/05/2019);

Grant 2018-2019 and 2019-2020 Operator licenses to Shannen K Connley, S76 W17745 Janesville Rd, Muskego; Aimee E Waraza, 2835 S 130th St, New Berlin;

Grant 2019-2020 Operator licenses to Christina J Gramoll, 3641 E Puetz Rd, Oak Creek; Daniel T Rodriquez, 8014 W Hilltop Ln.; Rita A Heishman, 8217 S Four Oaks Dr; Lauren E Adamczyk, 3911 W Jerelin Dr; Matthew T Albrecht, S103 W20703 Heather Ln, Muskego; Tyson Beck, N33 W22163 Memory Ln., Pewaukee; Michelle Blue, 11229 W National Ave, West Allis; Megan Bramer, 711 Lakeview Ave, South Milwaukee; Roger C Burczyk Jr, 9529 Caddy Ln, Caledonia; Lakshmi Cherukuru, 10524 W Cortez Cir #18;

Nicole Cruz, 4380 S Burrell St, Milwaukee; Anthony J Hoffman, 2424 E Whittaker Ave, St. Francis; Cathryn A Hintz, 5225 S Brennan Dr, Kenneth C Humont, 7119 W Jordan Ct; Jenel M Karow, 7382 S 39th Ct; Grace Matranga, 4034 W Anthony Dr; Jocelyn DC Martin Cadena, 2459 S 15th St, Milwaukee; Jennifer L Martinez, 8725 Wood Creek Dr #8, Oak Creek; Julie M Palivoda, 4551 S 51st St, Greenfield; Rosemarie Palmersheim, 653 92nd St, Franksville; Michelle L Peterson, 3983 W Heatheridge Dr; Amber Pflueger, 743A S 25th St., Milwaukee; Breanna L Roberts, 7517 Riverview Rd.; Toni M Ruyle, 1835 Ellis Ave., Racine; James A Seehausen, 612 Marquette Ave, South Milwaukee; Alexis Teal, 8502 W Oakwood Rd; Tyler D Willing, 2700 Sussex Ln, Waukesha. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 7:34 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/16/2010
REPORTS & RECOMMENDATIONS	Mayoral Appointment to Parks Commission	ITEM NUMBER E.

Mayoral appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist. 6, Parks Commission (3 year unexpired term expiring 4/30/22).

COUNCIL ACTION

Motion to confirm Mayoral appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist 6, Parks Commission (3 year unexpired term expiring 4/30/22).

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, June 10, 2019 1:02 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Christina M Lucchesi
PhoneNumber: 4145292354
EmailAddress: christinalucchesi1@gmail.com
YearsasResident: 15
Alderman:
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 1
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Law Office of Christina M. Lucchesi
TelephoneJob1: 14145292354
StartDateandPositionJob1: 1/13/16
EndDateandPositionJob1: to present
CompanyNameJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:

TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Christina M. Lucchesi
Date: 6/10/19
Signature2: Christina M. Lucchesi
Date2: 6/10/19
Address: 6301 S. 116th Street
PriorityListing:
WhyInterested: I'd like to bring my legal expertise to this office as a way of serving my community.
CompanyAddressJob1: 6301 S. 116th Street
DescriptionofDutiesJob1: I provide legal services to clients in my community.
AddressJob2:
DescriptionofDutiesJob2:
AddressJob3:
DescriptionofDutiesJob3: I volunteer each year with Foley & Lardner's Street Law program in association with the Boys & Girls Clubs of Greater Milwaukee. I've worked in this capacity as a volunteer teacher of copyright and contract law. I've been a Girl Scout leader at Edgerton Elementary School for 4 years. I was appointed by the Whitnall school board to serve on its Citizens Advisory Committee in order to review 2 failed school referendums and to collaborate with others on the committee to write a new referendum that would pass. Our committee was successful, the referendum did pass, and work on the schools is already in progress. In addition, I have volunteered for UWM as a school ambassador and with Marquette University as part of their Friendship program which pairs alumni hosts with new students from overseas.
AdditionalExperience:
ClientIP: 98.144.13.179
SessionID: kofqjuykjxeqdl55vtsven55
[See Current Results](#)

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RECEIVED
CITY OF FRANKLIN

2019 JUL -1 AM 11:14

To: Mayor Steve Olson
City of Franklin, Wisconsin

From: Dr. Judy Mueller, District Administrator, Franklin Public Schools
Mr. James Milzer, Director of Business Services, Franklin Public Schools

Date: June 28, 2019

The Franklin Public School District, as a taxing entity authorized by state statute, is requesting that the City of Franklin Common Council revise Section 92-9 of the municipal code pertaining to "Impact Fees" to extend the same impact fee exemption to public school districts as it does for all other taxing entities.

Chapter 92 by its definition of Institutional Development, exempts from impact fees, construction or modifications of improvements to real property by the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin. All of these are governmental entities as is the Franklin Public School District. However, the school district is the only one that is not exempted. This inequity must be corrected by including the school district in this list.

Looking back at the history of this issue, in 1992 the Franklin Public Schools participated as a member of the Impact Fee Task Force. The Task Force was dealing with a specific problem. Residential growth was occurring so fast, and the timing of tax assessments on new homes was such that the new residents could enjoy many city services prior to paying property taxes. According to Bruce Kaniewski, AICP, who was the City Planner at the time, in his report entitled, Housing Diversity in Franklin, Wisconsin, he indicates that "Impact fees were created in the city to offset the costs of providing additional capital improvements for the rapid residential growth, therefore lowering the cost impact of the growth upon the existing residential property owners, especially the reasonably priced homes in the city." The Franklin Public School District was affected the most by this development because, "the Franklin Public Schools attendance area was receiving the great majority of new housing starts with new children to educate without the benefit of a substantial non-residential tax base." At the time, "a \$2,000 per new single-family home impact fee was adopted for school capital improvements." However, the school district never collected any impact fee revenue as the State of Wisconsin decided that there was no impact to school districts from residential growth and essentially outlawed the collection of impact fees for school districts. How did we go from a City Task Force calculating that the school district shouldered the largest burden of the impact from residential growth, to the Franklin Public Schools being charged an impact fee for replacing an aging school?

At its most basic concept, municipal taxes are collected from all property owners to pay for all services provided by the city. School districts are tax exempt by state statute and similar to the city, do not pay taxes to any other taxing entity. The impact fee ordinance has lost its focus on taking care of the specific situation of rapid residential development to assigning blame for all additional costs to the city. Is the school district to blame for having additional students, or is the city to blame for allowing the development of all these new houses with additional children, or is the state to blame for not allowing the city to regulate growth? It becomes very complex when trying to figure out the root cause of the costs. Regardless, the city will continue to grow, and with the addition of residential impact fees, the tax base should be able to support the growth of the school district.



Looking at the specific impact fees that the city has asked the school district to pay, it is impossible to imagine that replacing an aging middle school with a new one would cost the city \$90,063.42. This includes \$30,422.16 for transportation although no new roads were needed. \$14,424.30 for fire protection although the new building by virtue of the fire protection, materials used in construction, and the design, is much less susceptible to fire than the old building. \$26,488.26 for law enforcement although there are no new buildings to respond to and the District currently pays the cost of a police officer that works in the high school and middle school. \$18,248 for water although the District paid for the water line to the school and pays the cost of the water that is used.

The last time that the Common Council considered exempting school districts from the impact fees from which it exempts all other taxing entities, the question of democracy was raised. The opinion was put forth by a citizen that it was not democratic for school districts to be exempt from impact fees like other taxing entities because there are multiple school district's within the city and some citizens do not get to vote on school referendums. Let's think about this concept. In a democracy, we elect representatives that make decisions which impact all the citizens but not necessarily equally. If the common council decides to make a repair to a road in a neighborhood on the west side of the city, the people on the east side may never use that road, but they paid for it in their taxes. Just because school districts must by law, hold referendums, is no reason to treat those decisions any differently than when the common council decides to expend funds without a referendum. It is true that municipal boundaries do not always match those of school districts and that this creates some unique situations. Take for example the City of Franklin residents that live in the Oak Creek-Franklin School District. It has been suggested that they should not pay for any cost the city incurs related to the Franklin Public Schools even though it is part of the city that they live in. Consider though, that those residents can vote to approve a referendum for the Oak Creek-Franklin School District and yet they do not pay taxes to the City of Oak Creek where the development takes place and where the impact of the school construction, if any, would be incurred. Essentially they can approve the referendum but not pay for the infrastructure costs if there are any. This is why city services should be paid for by all of the citizens within the city boundaries.

Our national and state democracies have created school districts which the elected representatives have made tax exempt. This was done because the school districts provide services to the community and are meant to be supported by the community. The truth is that in our democracy we do not get to decide individually which services we would like to pay for or only pay for the services we use. As an example, if we do not use the state park system, we still have to pay for it in our state taxes. All citizens of a city pay taxes for the services that the city provides regardless of whether or not they use those services. Our democracy is built on electing representatives that decide on the services that will be provided, and then collecting the funds to pay for those services that provide for the greater good.

In summary, the Franklin Public Schools is a tax exempt entity that provides for the greater good in the City of Franklin and it should be exempt from impact fees.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/19
Reports and Recommendations	Motion to allow the Director of Health & Human Services to sign a contract with Language Line Solutions, Inc to provide over-the-phone language interpretation services for Health Department staff.	ITEM NUMBER <i>G. I.</i>
<p>Background: As the population of Franklin is constantly growing and changing, the way in which Franklin Health Department (FHD) staff communicate with the community has to evolve as well. FHD is responsible for communicating health promotion and disease prevention education to all that live, work, or visit Franklin. In order to do this effectively we need to have tools available to provide this communication to all. Many surrounding local health departments contract with Language Line Solutions, Inc. to assist in communication with their clients that do not speak English.</p> <p>Analysis: This contract will allow FHD staff around the clock access to professionally trained interpreters in over 240 languages. This added resource will ensure timely, comprehensive, and culturally competent follow-up of health concerns to all members of the community regardless of their native language.</p> <p>Options:</p> <ol style="list-style-type: none"> 1. Allow the Director of Health & Human Services to sign the contract with Language Line Solutions, Inc. 2. Decline the request to enter the contract with Language Line Solutions, Inc. <p>Recommendation: The Director of Health & Human Services recommends allowing the signing of a contract with Language Line Solutions, Inc. to provide interpretation services.</p> <p>Fiscal Note: Language Line Solutions, Inc currently has an agreement with the State of Wisconsin to provide services at a pre-defined rate and will waive the set-up and client identification number fees. The FHD will only be charged for the time in which the service is utilized, currently \$0.72 per minute. These charges will be paid through existing FHD grants and will have no fiscal impact on the City.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to allow the signing of a contract with Language Line Services, Inc. to provide over-the-phone language interpretation services to the Health Department.</p>		

Alexandra Crissey

From: Mistry, Kelly <KMistry@languageLine.com>
Sent: Sunday, June 23, 2019 9:28 PM
To: Alexandra Crissey
Subject: LanguageLine Account Information
Attachments: Contract – Master Service Agreement.docx; Att A1 - Over the Phone Interp (OPI) Pricing - WI.docx; Att A7 - InSight Video Interpreting Pricing - LLSi.doc

Hi Allie,

I am a Strategic Account Executive with LanguageLine's Government Team. Thank you for requesting information about our language access solutions.

Our employee interpreters can bridge the communication gap for you when you need it most, 24/7/365 in over 240 languages. We employ over 9,000 interpreters and linguists through a rigorous screening and robust training program that includes up to 160 hours of training for our interpreters, including 911 interpreter training. In addition, we pay benefits and payroll taxes and I feel that is a point to make when we interact with Government Agencies. We also provide medically skilled interpreters depending upon the needs of your health department.

Our InSight video remote interpretation application provides on-demand video interpretation in 35 spoken languages and American Sign Language, with ASL, Spanish, Polish, Arabic and Mandarin available 24/7/365. InSight is used in a number of settings including court, police/paramedic, medical and school, among others. InSight is a great, cost-effective alternative to face-to-face interpretation as it offers the benefits of face-to-face interpretation without the 2-hour minimums, advanced booking requirements, and interpreter travel costs. Audio interpretation is also available within the app in over 240 languages, 24/7/365. This provides users with the flexibility to utilize video or audio interpretation through the same app, depending upon the needs of the customer and the interpretation setting. The app can be restricted to be utilized in an audio-only capacity, or audio and ASL, if agencies or departments wish to restrict the video availability to its users. InSight also includes unique features such as client privacy functions for medical or sensitive situations, usage tracking and reporting by device via naming features, and Wi-Fi recognition and restrictions by device and user ID, ensuring that VRI services are not accessed outside of approved agency/provider locations. Video interpretation is charged by the minute with no minimum usage requirements. When the audio interpretation function is used in the app, it is charged at the over-the-phone interpretation per minute rate.

The attached account activation documents were drafted based on our State of Wisconsin rate structure since it waives the minimums and set up charges and allows to you to only pay for actual interpreter time used. Since there are no activation and maintenance fees (annual fees or monthly minimums), establishing an account with us is not cost prohibitive. Services are invoiced on a monthly basis. When you are ready to activate an account, please just scan and email the completed forms to me and I will have our Contracts team set up the account. We send out an e-mail with a Quick Reference Guide that explains how to access the system, which makes it easy for new users to access our interpreters. We also offer free support tools on our website for staff in case you or they have not worked with over-the-phone interpreters before.

For a good introduction to how Telephonic Interpretation works and our other services our web page for telephonic interpreting, see the video called: "On Demand Phone Interpreting is Fast and Easy"

<https://www.languageLine.com/interpreting/phone>

For an embedded video how Telephonic Interpretation and other services including video interpreting works we have many videos, see On Demand Phone Interpreting is Fast and Easy.

<https://www.languageline.com/resources/videos>

Thank you for your interest in utilizing Language Line Services and we appreciate you requesting this information. I am available to explain any of this by phone and/or email below. Please do not hesitate to contact me with any questions.

Thanks,

Kelly Mistry, MPA, MSW
Strategic Account Executive
LanguageLine Solutions
Phone: (831) 238-5433
Email: KMistry@languageline.com



NOTE: This e-mail is confidential and is intended only for the recipient(s) listed. Unauthorized use or disclosure of this e-mail or any of the information in it is strictly prohibited. If you are not a listed recipient or someone authorized to receive e-mail on behalf of a listed recipient, please reply to the sender that the e-mail was misdirected and delete the e-mail. Thank you.

Master Service Agreement

Master Service Agreement with

Enter correct full legal name of Customer:

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is a Master Services Agreement for all of the services currently offered by Company (the "Services"). This Agreement and each of the Services you choose to receive from Company will become effective upon the signing by both parties of this Agreement and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement will continue in full force and effect.
- 2. PAYMENT TERMS.** Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the Invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with Company. If Customer wants Company to identify any such excluded affiliate(s) by specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information nor any of the other's customers/clients Confidential Information to any third party and will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to Information that is expressly identified by a Party as not being confidential or that is in the public domain. If either party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "Confidential Information" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal or health information protected under a law or regulation, including HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, and (d) Company pricing for its Services, and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company does not subcontract any of its Services and its linguist workforce consists of its own employees, individual independent contractor interpreters and individual interpreters provided through professional interpretation employment companies (collectively, "LLS Personnel"). All LLS Personnel are subject to the same quality control standards and certification criteria and are supervised by Company, which is solely responsible for ensuring that the terms and conditions of its customer agreements are met. No LLS Personnel are assigned to any specific customer and LLS Personnel availability is based on the language for which interpretation is sought and the real-time availability of LLS Personnel. Customer hereby approves the use of all of LLS Personnel.

Master Service Agreement

6. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. The Company maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
10. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other party.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected unless the parties otherwise agree in a written amendment to this Agreement.
12. **TERMINATION.** Either party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this

Master Service Agreement

Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customer@language.com with a copy to contractadministration@language.com, and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contract, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. As applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 15. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

Master Service Agreement

Schedule A with

Enter correct full legal name of Customer:

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input type="checkbox"/> Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:

Tax Exempt Status

☐ No ☐ Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates and attach to this document.

1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT: ☐ Yes ☒ No CUSTOMER NUMBER: 22028

INITIAL TERM: Per Contract

CUSTOMER NAME: Wisconsin, State of

AFFILIATE NAME:

ENROLLMENT & SET-UP PACKAGES:

- One time set up charge for each client identification number, which includes a detailed monthly electronic statement (\$275 Waived) \$0
- Each subsequent client identification number with corresponding statement (\$125 Waived) \$0

PER MINUTE USAGE CHARGES/RATES:

- Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$0.72	\$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$0.72	\$0.72
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$0.72	\$0.72
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$0.72	\$0.72

* Peak = 5 a.m. - 5 p.m. Monday – Friday

** Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

- VOLUME SURGE: Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.

■ Minimum charge per client identification number ~~\$100 per client identification number~~ Waived - \$0

■ Platform access per call ~~\$0.25 per call~~ Waived - \$0

- FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).

- FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.

BILLING OPTIONS:

- ☒ Electronic Bill FREE
- ☐ Hierarchical Bill /Month \$30/month
- ☐ Custom billing fee (per invoice, per month) \$30/invoice/month

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

- ☐ Historical Invoices over 90 days (per monthly invoice requested) \$30/invoice/month
- ☐ Paper Bill \$10

CUSTOM REPORTING OPTIONS:

- ☐ Custom Report Set-up (per hour) \$250/hour
- ☐ Custom report maintenance \$30/month

SERVICE OPTIONS:

- ☐ Custom 800 line maintenance \$30/month
- ☐ Custom 800 line set-up \$150
- ☐ Custom greeting maintenance \$30/month
- ☐ Custom greetings set-up \$50
- ☐ Custom recording for redirection of old/abandoned number set-up \$50
- ☐ Custom recording for redirection of old/abandoned number \$10/month
- ☐ Long distance dial out charge: Applied per dial out (in addition to per minute charges) \$5

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

- ☐ Buddy Tags (50 tags per set) \$50
- ☐ Customized reference and support materials development (per hour) \$179
- ☐ Desk top displays (each) \$11
- ☐ Language identification cards (each set of 50) \$49
- ☐ Posters (each) \$40
- ☐ Quick Reference Guides Wallet Cards (0-50) \$10
- ☐ Quick Reference Guide Postcards (0-50) \$40
- ☐ Quick Reference Guides and Wallet Cards (each additional set of 50) \$29
- ☐ Training / Awareness assistance (on site per day/per person) \$500
- ☐ Training / Awareness assistance (telephone/per session) \$125

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

- ☐ Applied per appointment \$100
- Cancellation per appointment will be charge \$200 for any missed appointment \$200 per missed appointment

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer Name: Language Line Services, Inc.

Accepted by (signature): Accepted by (signature):


Name (type or print): Name:

Title (type or print): Title:

Date: Date:

Prepared by and date: Kelly Mistry 6/25/2019

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Authorization to Proceed to Bidding for the Franklin Police Indoor Shooting Range Renovations	ITEM NUMBER <i>G. 2.</i>

At their meeting of December 18, 2018, the Common Council Authorized the Franklin Police Indoor Shooting Range Renovations project to proceed and authorized hiring the Architectural firm of Angus Young Associates to design and administer the project. Please see the attached memo from Brad Werginz, AIA - Project Architect, regarding the status of the project and requesting authority to proceed to public bidding.

A copy of a review set of the project plans and the complete bid document has been placed in the Aldermen's Room, is available for public inspection by request at the Office of the Director of Administration, and will be brought to the Common Council meeting in the event there are questions.

The Architect anticipates that the project will come within budget having a construction estimate of \$1,179,600, which includes a \$100,000 contingency, against an approved budget of \$1.4 million. Please note that the construction estimate does not include the design, engineering, and project administration costs. The design contract for Angus Young was approved at approximately \$55,000 not including additional costs for construction administration.

Angus Young previously designed and administered the project for the construction of Fire Station #2. For that project, they were allowed to base contract documents off A.I.A (the American Institute of Architects) standard form bid documents. They requested the same approach and consideration with this project. Following consultation with the City's insurance company, the Director of Administration and City Attorney are comfortable with the approach. The standard form does allow for listed adjustments to the stock document. The City has requested additional time for processing payments to accommodate our check approval process. Additionally an adjustment to insurance levels is specified.

In order to keep the project moving, this item has been placed on the Common Council agenda even though the required level and conditions of insurance coverage for the contractor is still under review. That review is expected to also include review by a representative of the City's insurance company. If it is not completed by the time of the meeting, the Council will be asked for approval "subject to approval by the Director of Administration as to the insurance requirements".

COUNCIL ACTION REQUESTED

Motion to authorize proceeding to bidding for the Franklin Police Indoor Shooting Range Renovations project (subject to approval by the Director of Administration as to the insurance requirements).

PROJECT MEMO

TO: Mr. Mark Luberda, Director of Administration

July 9th, 2019

COMPANY: City of Franklin

FROM: Brad Werginz, AIA - Project Architect

RE: Request to Release Design Documents for Public Bidding

PROJECT: Franklin Police Indoor Shooting Range Renovations

Introduction

The purpose of this memo, and attached drawings, is to summarize the scope of work included in the bid documents for the renovations of the Franklin Police indoor shooting range. In addition, a summary of estimated construction costs is included to show that anticipated costs fall within the budgeted amount for this project.

Project Summary

Base Bid will include approximately 4,225 square feet of interior renovation, including the shooting range and adjacent staging areas. The Work which bids are asked includes, demolition and replacement of the existing shooting range equipment, target systems, ballistic steel wall and ceiling protection, ventilation system, and associated electrical work. Work also includes exterior earthwork, concrete foundations and flatwork, masonry walls, hollow metal doors and frames, door hardware, access control, fluid applied waterproofing, decorative aluminum fencing, casework, concrete floor polishing, metal studs and gypsum board, painting, mechanical, fire alarm and electrical work.

Construction Cost Estimate Summary

Project Scope

Area Description	Type	Unit	Cost / Unit	Total Cost
Sitework	New Construction	1	\$135,000.00	\$135,000.00
Construction Contingency	Renovation	1	\$100,000.00	\$100,000.00
Abatement/Decommissioning	Renovation	1	\$63,500.00	\$63,500.00
New Range Equipment	New Construction	1	\$410,000.00	\$410,000.00
Roof System Waterproofing	Renovation	3,240	\$15.00	\$48,600.00
Shooting Range	Renovation	4,225	\$100.00	\$422,500.00
Totals		7,469	\$157.93	\$1,179,600.00

Request for Council Approval to Proceed with Public Bidding

We are requesting approval to proceed with public notice and bidding of the design documents for the Franklin Police shooting range renovations. A three-week bidding period is anticipated. After bidding, a summary will be prepared and presented to the Council for approval to award a construction contract to the lowest qualified bidder.

Respectfully,
 Brad Werginz, AIA, Project Architect
 encl: Project Drawings

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2019
Reports & Recommendations	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II LOCATED ON S. 47TH AND W. PUETZ ROAD	ITEM NO. <i>6, 3.</i>

BACKGROUND

Pursuant to the approval of Aspen Woods Subdivision Phase II, it is necessary to enter into a subdivision development agreement at an estimated cost of \$2,344,221.80.

ANALYSIS

This development agreement is unique since it discusses a 2-stage approach for the grading plan. This will allow the developer to use soils from the basements in the first stage (generally the northern lots) to use for finalizing the lot grades for the second stage (generally the southern lots). The language is detailed in V.E (page 18).

It should be noted that the developer is in violation of the subdivision development agreement for Phase I. Occupancy permits were/are not being held as enforcement as was the case for previous subdivision developments. Allowing the subdivision to fully develop without items such as erosion/sediment control and the final certification of the stormwater management pond places the City at risk of non-compliance with DNR rules and regulations that require the City to be protective of receiving waters.

The developer will claim wet weather has been the reason for non-compliance with the development agreement for Phase I. Recently the developer wrote *"They [his construction crews] have been working on it [non-compliance issues] during this dry spell. The only thing that won't be buttoned down are lots with active construction and the path. If the development agreement is not approved and we cannot start next week, we will not be able to complete our work this year and we'll be in the same position next spring. I'm sure we'd all like to avoid that."*

OPTIONS

- A. Deny the subdivision development agreement for Phase II
- B. Approve the subdivision development agreement for Phase II
- C. Approve the subdivision development agreement for Phase II with conditions related to compliance with the subdivision development agreement for Phase I. Perhaps no building permits for Phase II will be issued until Phase I is in compliance with its SDA? Perhaps financial penalties to be added for every day non-compliant? Staff is open to suggestions.
- D. Refer back to Staff with further direction.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATIONS

(Option A) motion to deny the Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II. Or

(Option B- suggested resolution attached) Motion to adopt Resolution No. 2019- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II located on S. 47th and W. Puetz Road upon review and acceptance by City Attorney. Or

(Option C- no suggested resolution provided) Motion to adopt Resolution No. 2019- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II located on S. 47th and W. Puetz Road with the following conditions..... upon review and acceptance by City Attorney and City Engineer.

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

ASPEN WOODS SUBDIVISION PHASE II

July 2019

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between VH Aspen Woods LLC, a Wisconsin limited liability company, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Two million, three hundred forty-four thousand, two hundred twenty-one and 80/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$2,344,221.80, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated

in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
- 8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
- 9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
- 10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
- 11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;

- (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

(2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: _____
VH Aspen Woods, LLC

By: _____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 2019, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.
or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Notary Public, _____ County, WI
My commission expires: _____

CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2019, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

LEGAL DESCRIPTION OF SUBDIVISION

Part of Lot 4 of Certified Survey Map No. 7754, recorded in the Register of Deeds office for Milwaukee County on May 9, 2006, as Document No. 9231593, being a redivision of Parcel 1 of Certified Survey Map No. 4397, Parcels 1 and 2 of Certified Survey Map No. 6185 and Lot 2 of Certified Survey Map No. 7733, being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 23; thence South 87°-49'-18" West along the North line of said Northeast 1/4, a distance of 654.50 feet; thence South 00°-27'-19" East, a distance of 40.00 feet to the Southerly right-of-way line of West Puetz Road, said point also being the Northeast corner of said Lot 4 and the point of beginning; thence South 87°-49'-16" West along said Southerly line, a distance of 567.68 feet; thence South 02°-10'-45" East, a distance of 222.27 feet; thence North 87°-49'-16" East, a distance of 102.87 feet; thence South 02°-00'-36" East, a distance of 401.59 feet; thence South 88°-47'-56" West, a distance of 260.26 feet; thence North 64°-55'-33" West, a distance of 70.00 feet; thence South 89°-34'-06" West, a distance of 76.75 feet; thence South 00°-25'-54" East, a distance of 78.63 feet; thence South 27°-50'-05" West, a distance of 31.99 feet; thence South 09°-58'-07" West, a distance of 30.79 feet; thence South 12°-59'-06" East, a distance of 113.22 feet; thence South 02°-00'-22" East, a distance of 205.00 feet; thence South 87°-59'-38" West, a distance of 41.25 feet; thence Northwesterly 60.00 feet along a curve to the right having a radius of 120.00 feet, the chord of said curve bears North 77°-40'-51" West, a chord distance of 59.38 feet; thence South 26°-38'-39" West, a distance of 234.34 feet; thence South 02°-00'-36" East, a distance of 50.00 feet to the South line of said Lot 4; thence North 87°-59'-24" East along said South line, a distance of 1,042.75 feet to a Southeast corner of said Lot 4; thence North 00°-27'-19" West along the East line of said Lot 4, a distance of 1,281.60 feet to the point of beginning and containing 20.810 acres (906,466 sq. ft.) of land more or less.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>

Description of improvements required to be installed to develop the [Name of] Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
- 2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S
7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

2. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

2I. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

E. Two-Stage Grading Plan

1. The City acknowledges that a two-stage grading plan will be prepared by Subdivider to accommodate earth balance issues. This two-stage grading plan shall include the approximate proposed grading for an initial first-stage and final second-stage grading plans, and shall be submitted to the City Engineer for review and approval. The first-stage grading plan will also show detailed plans for erosion control methods (such as a sediment pond and silt fence) that will protect the newly constructed stormwater detention facilities as well as adjacent property owners. The Subdivider shall make every effort to minimize the number of lots impacted and the duration each lot is impacted. During this time, the City will continue to issue building and certificate of occupancy permits for the northern lots (Nos 7-8, 10-16, 20-21, 28-31, 47, 52-54) as long as the Subdivision is complying with the approved two-stage grading plan. No building permits for the remainder of the lots will be issued until the second stage grading is completed and stabilized.

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.

- b) Drainage has been rough graded and approved (except for the provisions in Section V.E.1.).
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set (except for some of those lots identified on the two-stage grading plan).
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
- a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified (except for the provisions in Section V.E.1.).

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent ($1\frac{3}{4}\%$) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR ASPEN WOODS SUBDIVISION PHASE II

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$474,153.75
Sanitary System	\$301,808.25
Water System	\$184,976.25
Storm Sewer System	\$233,713.50
Paving (including sidewalk)	\$300,647.85
Street Trees (56 x \$400/lot)	\$22,400.00
Street Lights (1) @ approximately \$5,000/ea.	\$5,000.00
Street Signs	\$1,442.70
Underground Electric, Gas and Telephone	\$70,000.00
Storm Water Management	\$50,101.50
SUBTOTAL	\$1,845,843.80
Engineering/Consulting Services	-----
Municipal Services (7% of Subtotal)	\$129,209.00
Contingency Fund (20% of Subtotal)	\$369,169.00
TOTAL:	\$2,344,221.80

Total: Two million, three hundred forty-four thousand, two hundred twenty-one and 80/100
Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

ADDITIONAL SUBDIVISION REQUIREMENTS
--

1. The Subdivider agrees that it shall pay to the City of Franklin for one (1) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval-high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on W. Blazing Star Road, S. Shady Leaf Lane, W. Rustic Summit Pass and S. 47th Court at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.

8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. being to ensure compliance with the Unified Development Ordinance.
11. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
12. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
13. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
14. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
15. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from West Puetz Road as shown on the approved engineering plans.

16. The Subdivider shall provide for the connection to the existing S. 47th St. and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets:	
Construction	CITY OF FRANKLIN
Materials	
Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

RESOLUTION NO. 2019- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A SUBDIVISION DEVELOPMENT AGREEMENT
WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II
LOCATED ON S. 47th AND W. PUETZ ROAD

WHEREAS, the Common Council at its regular meeting on July 16, 2019 recommended approval of the subdivision subject to the execution of a Subdivision Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the subdivision known as Aspen Woods Subdivision Phase II; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2019 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

Resols\SDA Resolution for Aspen Woods Subdivision Phase II 2019 S440A-3

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/16/2019
REPORTS & RECOMMENDATIONS	Recommendations from the Quarry Monitoring Committee: Amend the Professional Services Agreement Change Order with Stantec to comply with Common Council direction of March 19, 2019, and status update on citizen-appointed member to the Quarry Monitoring Committee.	ITEM NUMBER G. 4.

At the Common Council meeting of March 19, 2019, Alderwoman Wilhelm moved to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and that the surveying funds come from the General Fund (Contingency), or as appropriate, at a cost not to exceed \$6,000 and further that the survey point would be from the current centerline of S. 51st Street. All voted Aye; motion carried.

The Quarry Monitoring Committee is recommending that the attached executed Change Order dated June 11, 2019 be further defined in relation to the setback on West Drexel Avenue and marking of centerlines for future reference.

Also, Alderwoman Wilhelm will provide a status update on the Quarry Monitoring Committee's discussion at their meeting of July 11, 2019 to provide for a citizen-appointed member to the Committee.

COUNCIL ACTION

As directed.

V1.9.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 01 Date 11 June 2019
 "Stantec" Stantec Consulting Services Inc.
 Stantec Project # 193703639
 1165 Scheuring Rd., De Pere, Wisconsin 54311
 Ph: (920) 592-8400
 email: mike.roznowski@stantec.com
 Client City of Franklin
 Client Project # N/A
 9229 West Loomis Road, Franklin, Wisconsin 53132
 Ph: (414) 425-4024
 email: jdietl@franklinwi.gov

Project Name and Location: Quarry Monitoring Services

In accordance with the original Professional Services Agreement dated 15 February 2019 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Stantec will prepare an Exhibit depicting the centerlines of S. 51st St. and W Drexel Ave. with upper and lower Payne & Dolan quarry limits shown dimensioned to the road centerlines, in relation to the 650-foot minimum set-back. We'll prepare a brief memo describing conditions to accompany the Exhibit. UAV and photogrammetric measurement technology will be used in the survey process to map the quarry.

Total fees this Change Order	\$ 6,000.00
Original agreement amount	\$ 46,000.00
Change Order Number	\$ -
Change Order Number	\$ -
Change Order Number	\$ -
Change Order Number	\$ -
Total Agreement:	\$ 52,000.00

Effect on Schedule: Services should be completed within 4 to 6 weeks of authorization to proceed.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

City of Franklin

Michael B. Roznowski, Principal
 Print Name and Title


Stephen R. Olson Mayor
 Print Name and Title

Signature [Signature]

Signature [Signature]

Date Signed: 6/11/19

Date Signed: 6/21/19

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Authority to Prepare a Contract and Scope of Services for an Update to the Site Plan for Development of Pleasant View Park	ITEM NUMBER 6.5.

At their meeting of July 8, 2019, the Parks Commission spent considerable time reviewing various capital improvement projects and strategies for the City's park system. The work was being done for a dual purpose. First, this enabled them to complete a recommendation as to capital improvement projects to submit for consideration during the 2020 budget process. Second, it was their first step in consideration of the Facility Needs Assessment that constitutes the project plan for the impact fees and is based on the Comprehensive Outdoor Recreation Plan (CORP). As part of the impact fee update project that is under way, the Park Commission is reviewing the list and details of projects that are identified in the report. [Following that review, their recommendations will be forwarded to the Common Council for its consideration, but that is not part of this Council Action Sheet.]

The Parks Commission continued to express its priority concern to move forward with the development of Pleasant View Park. The previous initial development (parking, tennis courts, etc.) and the pavilion construction that is soon to get underway is viewed as significant progress. The CORP and the Impact Fee Study (Facility Needs Assessment), however, both anticipate additional development of park features. These features were previously (around 2014) also incorporated into a site plan for the Park. That site plan was used in and is part of the bid documents for the pavilion and is attached for your convenience.

With the construction of the pavilion imminent, the Parks Commission would like to proceed with a review and finalization of the site plan for Pleasant View Park. The intent would be to have this completed sufficiently for a limited project phase in 2020 and fully completed in time for budget discussions in 2020 for the 2021 budget. Staff encourages continued progress on park development as it is called for in the CORP and it is a requirement of Impact Fee statutes that projects move forward in a timely manner. Additionally, it is reasonable to consider that a plan developed half a decade ago should be re-evaluated prior to implementation as circumstances and preferences can change.

GRAEF previously prepared the current site plan. Prior to undertaking the effort to prepare a contract and scope of services, staff requests confirmation from the Common Council that such a project is warranted and advantageous. If the motion below is approved, the Director of Administration will work with GRAEF to develop a contract proposal and scope of services for the Common Council's future consideration. Although the contract will be eligible for partial funding by impact fees, it will require a budget modification (at that time) to allow for use of appropriations currently designated in the 2019 budget for parkland acquisition. The Director of Administration will work with Alderwoman Wilhelm, the Alderwoman of the district, on development of the scope of services.

COUNCIL ACTION REQUESTED

Motion to direct the Director of Administration, working with Alderwoman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park.





12690 W. GREENBRIAR LN.
NEW BEULIN, WI 53151
PH: (262) 751-5221
FAX: (262) 754-4058
RAPOSADESIGN@GMAIL.COM

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Bid Set
Not For Construction

Pleasant View Pavilion
4901 W Evergreen St.
Franklin, WI

3 JUL 1954































Architectural Site Plan

DATE OF ISSUE	03/12/18	ISSUING OFFICER'S NAME	NAME
---------------	----------	------------------------	------

JOB:	RD119,18
DRAWN:	RJR
CHECKED:	RJR
DATE:	03/12/18

ASP

LEGEND

- | | | |
|---|--|---|
|  | -VERTICAL CONCRETE CURB AND GUTTER |  |
|  | -VERTICAL HIGHSIDE CONCRETE CURB AND GUTTER |  |
|  | -FLUSH CONCRETE CURB AND GUTTER |  |
|  | -MOUNTABLE CONCRETE CURB AND GUTTER |  |
|  | -MOUNTABLE HIGHSIDE CONCRETE CURB AND GUTTER |  |
|  | -HEAVY DUTY ASPHALT PAVEMENT |  |
|  | -LIGHT DUTY ASPHALT PAVEMENT |  |
|  | -ASPHALT OVERLAY |  |
|  | -DRIVEWAY CONCRETE PAVEMENT |  |
|  | -CONCRETE SIDEWALK PAVEMENT |  |
|  | -MULTI-USE PATH PAVEMENT |  |
|  | -INFILLED MK |  |
|  | -SIDEWALK PAV. WITH INDICATED SOME PANELS |  |
|  | -CURB TAPER
(SEE LAYOUT NOTE 9) |  |
|  | -CONSTRUCTION LIMITS | |
|  | - NOT IN CONTRACT | |

GENERAL NOTES

1. THE BORE HOLE SURVEY WAS PREPARED BY GRADE 1 IN MAY 2014. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.
2. REFER TO SHEET 01 FOR BENCHMARKS, DATUM, TOPOGRAPHIC ELEMENTS, AND SOIL BORING INFORMATION.
3. CONTRACTOR SHALL VERIFY LOCATION OF PROPOSED WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.
4. EXISTING WETLAND BOUNDARY INFORMATION WAS PROVIDED BY THE CITY OF FRANKLIN.

REVISIONS

DATE	BY
------	----

One Honey Creek Corporate Center

125 South 84th Street,

Suite 401
Milwaukee, WI 53214-1470

414 / 259 1500

414 / 259 000 / fax

www.graef-usa.com

CITY OF FRANKLIN, W

PLEASANT VIEW PARK AND W. EVERGREEN STREET
SITE LAYOUT PLAN

1000

AS SHOWN	JOB NO: 20140160.00	DATE: 06/12/14
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RECORDED BY: AS	INDEXED BY: CTS	FILED BY: MNP
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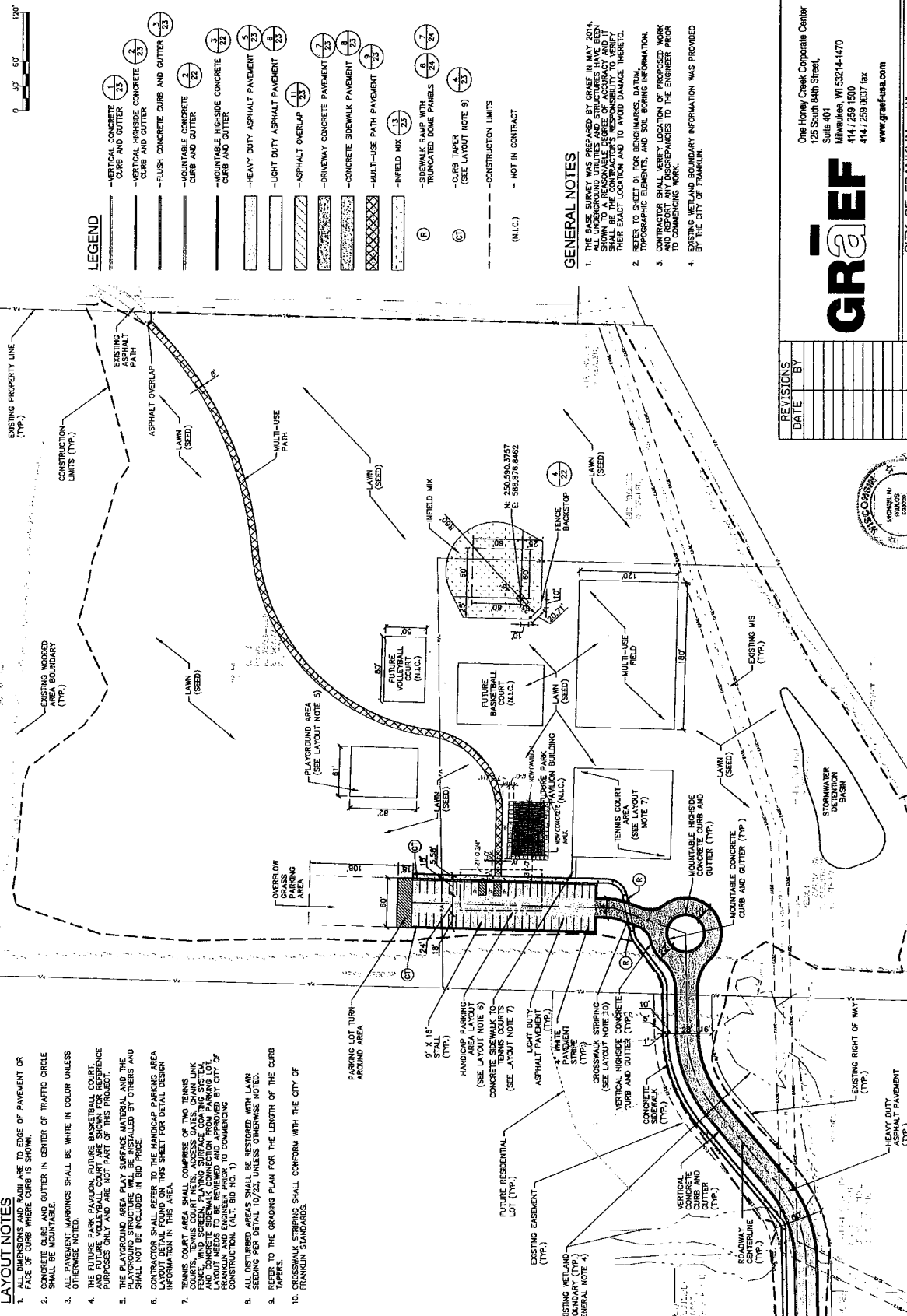
04 OF 27

PARKING SUMMARY

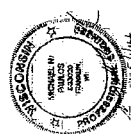
45	REGULAR STALLS
3	HANDICAP STALLS
48	TOTAL STALLS

LAYOUT NOTES

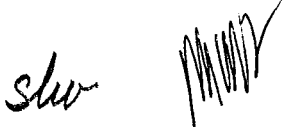
- ALL DIMENSIONS AND RAIL ARE TO EDGE OF PAVEMENT OR FACE OF CURB WHERE CURB IS SHOWN.
- CONCRETE CURB AND OUTER IN CENTER OF TRAFFIC CIRCLE SHALL BE 18" HIGH.
- ALL OTHER DIMENSIONS SHALL BE IN WHITE IN COLOR UNLESS OTHERWISE NOTED.
- THE FUTURE PARK PAVELON, FUTURE BASKETBALL COURT, AND FUTURE VOLLEYBALL COURT ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT PART OF THIS PROJECT.
- THE PARKING AND AREA PLANT SURFACE SHALL BE TYPICAL AND SHALL NOT BE INCLUDED IN BID PRICE.
- CONTRACTOR SHALL REFER TO THE MANICAP PARKING AREA INFORMATION IN THIS AREA.
- TRANS COURT AREA SHALL COMPRISE OF TWO TRANS COURTS, TENNIS COURT NETS, ADJACENT LINES, CHALK LINE, AND CONCRETE SIDEWALK CONNECTION FROM PARKING LOT. LAYOUT NEEDS TO BE REVIEWED AND APPROVED BY CITY OF CHICAGO (ALTD BID NO. 1)
- ALL DISTURBED AREAS SHALL BE RESTORED WITH LAWN SEEDING PER PLAN 10723 UNLESS OTHERWISE NOTED.
- REFER TO THE GRADING PLAN FOR THE LENGTH OF THE CURB PAPERS.
- ALL CURB AND FENCING SHALL CONFORM WITH THE CITY OF CHICAGO STANDARDS.



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0475, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE.



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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens, Inc. Semi-Annual Update for 2019	ITEM NUMBER G. 6,

At their February 17, 2015 meeting, the Common Council directed that Fred Knueppel, President of the Franklin Senior Citizens, Inc. organization, attend and give a status update on the organization semi-annually (January and July). Attached is a spreadsheet showing the January thru June 2019 expenditures of the Franklin Senior Citizens, Inc. organization.

The Franklin Senior Citizens, Inc. activities are funded strictly through the City's general "Recreation" operating fund. For 2019, the total budget amount is \$10,000. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Lanes in Franklin, a monthly social luncheon at Brenwood Park Senior Apartments (minus the Seniors co-pay of \$2 each), miscellaneous operating supply costs, and IT tech room support services.

As of June 30, 2019, \$4,024.20 has been expended from the \$10,000 City budget for Senior Citizen Activities (see attached spreadsheet). A general breakout is as follows: Monthly Business Luncheon, \$2,559.95; Monthly Social Luncheon, \$810.59; Miscellaneous Operating Supply Costs and IT Tech Room Support Services, \$653.66. The current total membership of the Franklin Senior Citizens, Inc. is 115 members.

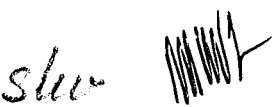
Mr. Fred Knueppel is not available to attend the July 16, 2019 Common Council meeting but noted that if the Council wanted him to return to an upcoming meeting, he would be happy to do so.

COUNCIL ACTION REQUESTED

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

Breakdown of Reported Expenditures and Reimbursement by City

Franklin Seniors Social										Business Luncheon					Annual Appropriation		\$10,000
Month	Combined Program Cost	Participant Co-Pay (\$2 Each)	Program Cost Reimbursement	Seniors Attendance	Combined Program Cost	Participant Cost (Approx. \$5 Each)	Extra Costs paid by Fr. Senior Inc for special venues	Program Cost Reimbursement (\$4.50 Each)	Misc. Costs/ Entertainment Reimbursement	Seniors Attendance	Office, Misc. and Computer Center Costs	Total Program Cost Reimbursement (01.0521.5723)					
January, 2019	125.13	(42.00)	83.13	21	807.42	(425.00)		382.42		85	93.38	558.93					
Feb. 2019	137.92	(44.00)	93.92	22	807.42	(425.00)		382.42		0	106.72	583.06					
Mar. 2019	145.49	(44.00)	101.49	22	902.41	(475.00)		427.41		95	106.72	635.62					
Apr. 2019	165.99	(54.00)	111.99	27	987.90	(520.00)		467.90		104	120.06	699.95					
May 2019	383.51	(48.00)	335.51	24	949.90	(500.00)		449.90		100	120.06	905.47					
June 2019	130.55	(46.00)	84.55	23	949.90	(500.00)		449.90		100	106.72	641.17					
July	-	-	-	0	-	-		-		0	-	-					
August	-	-	-	0	-	-		-		0	-	-					
Sept.	-	-	-	0	-	-		-		0	-	-					
October	-	-	-	0	-	-		-		0	-	-					
November	-	-	-	0	-	-		-		0	-	-					
Dec.	-	-	-	0	-	-		-		0	-	-					
TOTALS	\$1,088.59	-\$278.00	\$810.59	139	\$5,404.95	-\$2,845.00	\$0.00	\$2,559.95	\$0.00	484	\$653.66	\$4,024.20					
Avg / Event	\$181.43	-\$46.33	\$135.10	23.2	\$900.83	-\$474.17		\$426.66	\$0.00	80.7		\$5,975.80					
Remaining Balance for 2019																	

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	City of Franklin's Community Development Block Grant Program Projects for 2020	ITEM NUMBER G. 7.

Per Milwaukee County, the timeline for the 2020 Community Development Block Grant (CDBG) applications is as follows:

July 23, 24, 29, August 7: 2020 CDBG Training Sessions for Applicants (one training required per applicant).

July 24, 2019: 2020 CDBG application available online.

August 29, 2019: CDBG applications due to Milwaukee County Housing by Noon.

October 28, 2019: (Tentative) 2020 applications are presented to the Milwaukee County Economic & Community Development Committee Meeting.

2019 CDBG PROJECT ALLOCATIONS

For its 2019 CDBG allocations, the City of Franklin issued a letter of support in the amount of \$5,000 to Southwest Interfaith for its Neighborhood Outreach/Home Support Program; a letter of support in the amount of \$3,000 to Oak Creek Salvation Army for its Homelessness Program; applied and received notice of award in the amount of \$5,000 for the Senior Community Health Educational Program (Health Department); and applied and received notice of award in the amount of \$37,000 for the 2019 Franklin Home Repair Grant Program.

2020 CDBG APPLICATION IDEAS

As a refresher, the Milwaukee County CDBG program has had increasing pressure from HUD to ensure approved projects meet the federal requirement that no more than 15% of project dollars go towards Public Service projects, social service type programs not involving construction (per federal law, the focus of the CDBG program is for construction related projects). Note that the County considers those projects that receive a letter of support as using a portion of our allocation.

The size of Franklin's allocations limits its reasonable application for major construction projects, which is the primary intent of the Federal CDBG program. Efforts to generate public input and ideas in recent years have not been very successful largely in part to the limitations of the funds in relation to Franklin's demographic makeup. Nonetheless, the City could delay action at this time to seek additional input or ideas. At the same time, our current allocation strategy supports beneficial services and can be very helpful in maintaining a small portion of the City's older housing stock, while targeting CDBG-eligible participants.

For 2020 and absent the submission of appropriate and viable CDBG-eligible project suggestions, the Director of Administration recommends continuing to fund the current Public Service Projects: 1) The Senior Health-Related Educational Programming by the Franklin Health Department (\$5,000), 2) letter of support for the Oak Creek Salvation Army – Homelessness Program (\$3,000), and 3) letter of support for the Eras Senior Network Neighborhood Outreach Program (formerly Southwest Interfaith) (\$5,000). We are learning that SW Interfaith has been taken over by Eras Senior Network Neighborhood Outreach Program and Milwaukee County has informed us that they believe Eras is intending to submit an application to Milwaukee County for the 2020 CDBG funding period. We are working on confirming their intent for application. If confirmed, we recommend continuing to support the beneficial services of their Senior Neighborhood Outreach Program. If Eras does not intend to apply for CDBG funding, then we would split their \$5,000 funding giving an additional \$2,500 to both the Oak Creek Salvation Army – Homelessness Program and the Senior Health Related Educational Programming by the Franklin Health Department. If the Common Council agrees, the City will forward a letter of support to Eras Senior

Network (if confirmed) and the Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2020 application to Milwaukee County. City staff will directly participate in the application process for these projects only if it becomes required for whatever reason. Also note that it is possible that the County could reduce the total of available funds for Franklin Public Service projects to around \$8,000-\$9,000, which is 15% of a typical allocation between \$50,000-\$60,000.

Also for 2020, and absent any other ideas, the Director of Administration suggests that the City once again apply for funding towards a "Franklin Home Repair Grant Program" as it had applied for and was awarded funding in 2018 and 2019. The current 3-year Cooperation Agreement with the County includes language that allows a community to submit proposed projects for funding "and/or have all or some of its allotment for that year applied to the Home Repair Program". The Milwaukee County Home Repair Program is administered directly through Milwaukee County and provides grants to low-income owner-occupants of single-family homes to make necessary repairs to their homes. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches; replacing roofs, siding, trim, and/or windows. The application for the Home Repair Grant Program is set up to help as many income-eligible, single-family homeowners in Franklin as possible – with grants being up to half the project cost, no greater than \$10,000 (flexible). This \$10,000 amount is flexible and can be modified (increased/decreased) by Milwaukee County depending on how many income-eligible applications are received and the amount of the repairs. Note also that it is increasing the maximum grant amount to \$10,000, from \$5,000, depending upon how many qualifying applicants there may be.

Absent any other suggested projects, the Director of Administration recommends completing and submitting final 2020 Milwaukee County CDBG applications by the deadline date of August 29, 2019 for the following City of Franklin projects and amounts:

2020 Recommended Franklin CDBG Applications:	Amount:
Senior Health-Related Educational Programming (Health Department)	\$5,000
Eras Senior Network Neighborhood Outreach Program (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army – Homelessness (Letter of Support-\$3,000)	3,000
Franklin Home Repair Grant Program (Remaining amount)	<u>37,000-47,000</u>
Total 2020 Franklin Application Submittal	\$50,000-\$60,000

NOTE: A public hearing by the City of Franklin is not required as the Milwaukee County Board schedules/holds a public hearing on all project recommendations usually in September.

COUNCIL ACTION REQUESTED

Motion to table this item until the meeting of August 6, 2019 in order to allow individuals the opportunity to propose other CDBG-eligible projects.

-OR-

Motion to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Neighborhood Outreach Program for \$5,000 and Oak Creek Salvation Army – Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of the City's annual allocation; and further, should the Eras Senior Network not apply for CDBG funding, that the Letter of Support for the Oak Creek Salvation Army – Homelessness Program be increased to \$5,500 and the project application for the Senior Health-Related Educational Program be increased to \$7,500.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2019
Reports & Recommendations	RESOLUTION TO AUTHORIZE THE REMAINDER OF A PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR PHASE 2B OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR \$17,115	ITEM NO. <i>6.8.</i>

BACKGROUND

Greeley and Hansen is providing design services for the abandonment of the Industrial Park Lift Station and sewer extension along S. 60th Street south of W. Ryan Road. At the December 18, 2018, Common Council meeting, Greeley and Hansen was authorized for design up to Phase 2A (\$4,425 + \$95,510) \$99,935. At the February 19, 2019, meeting, an additional \$5,400 was authorized to develop a facilities plan for WDNR that was outside of the original scope.

ANALYSIS

Design is progressing and Phase 2B is needed to bring the project to and through the bidding stage. This Phase 2B includes portions of Tasks 1, 4 and 6 of Phase 2 as illustrated below:

	<u>Phase 1</u> <u>(Done)</u>	<u>Phase 2A</u> <u>(2018/2019)</u>	<u>Task 7</u> <u>(2019)</u>	<u>Phase 2B</u> <u>(2019)</u>
<u>Phase 1</u>				
Task 1 Project Managent (15%)	\$1,425			
Task 2 Evaluation	\$3,000			
<u>Phase 2</u>				
Task 1 Project Management (60%)		\$5,700		
Task 1 Project Management (25%)				\$2,375
Task 3 Preliminary Design		\$33,750		
Task 4 90% Design		\$50,560		
Task 4 Final Design				\$12,640
Task 5 GWA Coordination	\$0	\$0		\$0
Task 6 Bidding Services				\$2,100
*Task 7 Facility Plan for WDNR			\$5,400	
Other Direct Costs		\$500		
Geotechnical Subconsultant		\$5,000		
TOTALS:	\$4,425	\$95,510	\$5,400	\$17,115

**Task 7 not included in original scope*

With the additional \$5,400 approved in February, the total for engineering services through bidding will be \$4,425 + \$95,510 + \$5,400 + \$17,115 = **\$122,450.** Bidding will occur with the Waukesha Great Water Alliance project at the end of 2019 or early part of 2020 and plans for Franklin's project must be ready at that time, whenever it may be.

OPTIONS

- A. Authorize Greeley and Hansen to complete design work identified as Phase 2B. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Sanitary Sewer Fund 2019 Budget includes \$50,000 of appropriations for this project. The Common Council is reminded that the entire project is a multimillion dollar project that will require a double digit sanitary sewer fund rate increase when completed. The construction of this project will also require debt financing.

By timing this project with the Waukesha Great Water Alliance project, it is anticipated that significant reduced construction costs will be realized by the City of Franklin.

RECOMMENDATION

(Option A) Resolution 2019-_____ a resolution to authorize the remainder of a professional services contract with Greeley and Hansen for Phase 2B of the design of Industrial Park Lift Station Abandonment and Sewer Extension for \$17,115.

Engineering Department: GEM

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CONTRACT EXHIBIT A – SCOPE OF SERVICES

BACKGROUND

The City of Franklin (City), located in Milwaukee County, WI, is part of the Milwaukee Metropolitan Sewerage District (MMSD) which provides interceptor sewers and treatment of the sanitary sewage generated by the approximately 36,000 plus City residents as well as local industries. The City Sanitary Sewer Division cleans, inspects, and locates City sewers, responds to sewer backup calls and other related problems, performs sewer rehab projects involving manholes, laterals and main sewer lines, and maintains five (5) sanitary lift stations and emergency equipment.

One of the lift stations that the City maintains is the 60th Street Industrial Park Lift Station, which is located on the east side of S. 60th Street, midblock, between W. Franklin Drive and W. Oakwood Drive. This lift station currently receives sanitary sewage from adjacent areas and pumps it to the Ryan Creek Interceptor. The interceptor tie in location is approximately 4,000 feet north of the lift station in the intersection of S. 60th Street and Ryan Road. The lift station is approximately 37 years old and is beyond its anticipated useful working life. The City plans to evaluate an option to abandon this lift station (in place) and replace it with a gravity sewer that conveys the sewage from adjacent areas to the Ryan Creek Interceptor. The alignment of the proposed gravity sewer is north along S. 60th Street.

The City of Waukesha, which is part of the Great Water Alliance (GWA), is planning to install a 30-inch force main that runs south along S. 60th Street, from Ryan Road to W. Oakwood Road. As the City and GWA projects share a similar alignment along S. 60th Street, the City is coordinating with the City of Waukesha and the GWA Program to consolidate construction activities in an effort to reduce overall construction cost and minimize the duration of public disturbance.

SCOPE OF SERVICES

This scope of work has been broken into two phases; Phase 1: Project Initiation and Cost Evaluation and Phase 2: Design and Bidding Services.

The purpose of Phase 1 is to initiate the project and hold a kickoff meeting to develop a clear understanding between the City and Greeley and Hansen as to the overall goals and objectives of this Project. As part of Phase 1, Greeley and Hansen will perform a cost evaluation to financially compare the option of installing a gravity sewer versus an alternative option to refurbish / upgrade the existing lift station.

The purpose of Phase 2 is to execute the design of a new gravity sewer to replace the 60th Street Industrial Park Lift Station and incorporate the design into the GWA Program for bidding and ultimate construction.

Greeley and Hansen understands that the City anticipates issuing a notice to proceed for Phase 1. Depending on the results of the cost evaluation and a recommendation by Greeley and Hansen, the City will decide to either (1) proceed with Phase 2 of this Scope of Services or (2) reevaluate the overall approach for the 60th Street Industrial Park Lift Station. If the decision is made to move forward with the gravity sewer, the City would issue a written authorization to Greeley and Hansen to continue with the Phase 2 tasks. The following list indicates the tasks to be completed in each project phase:

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Task 1 – Project Management:	Phase 1 – 15%, Phase 2 – 85%
Task 2 – Cost Evaluation:	Phase 1
Task 3 – Preliminary Design:	Phase 2
Task 4 – 90% and Final Design:	Phase 2
Task 5 – GWA Coordination:	Phase 2
Task 6 – Bidding Services:	Phase 2
ODC Costs:	Phase 2
Geotechnical Investigations:	Phase 2

Phase 2 work will not proceed without prior written authorization from the City.

TASK 1 – PROJECT MANAGEMENT

1.1 Kickoff Meeting

A kickoff meeting will be held following contract award and a receipt of a notice to proceed from the City. The meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a kickoff meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled kickoff meeting. Within two (2) business days after the kickoff meeting, Greeley and Hansen will provide a draft of the kickoff meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the kickoff meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the kickoff meeting summary notes and, within Three (3) business days, provide the City with finalized version of the kickoff meeting summary notes.

Deliverable:

1. Kickoff meeting agenda (delivered electronically in PDF format)
2. Draft kickoff meeting summary notes (delivered electronically in PDF format)
3. Finalized kickoff meeting summary notes (delivered electronically in PDF format)

1.2 Invoicing

Greeley and Hansen will prepare and submit monthly invoices. Included with the invoices will be a monthly progress report. The reports will provide a listing of each contract line item, a brief summary list of the work that has progressed, and an estimated percent complete. Invoicing will be done on a percent complete, Lump Sum Basis as indicated in the following Payment Schedule:

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Payment Schedule	
Task	Schedule
PHASE 1	
Task 1 – Project Management (includes kickoff meeting)	Monthly up to 15% in 2018
Task 2 – Cost Evaluation	Monthly up to 100% in 2018
PHASE 2	
Task 1 – Project Management (continued)	Monthly up to 60% in 2018 & Monthly up to 25% in 2019
Task 3 – Preliminary Design	Monthly up to 100% in 2018
Task 4 – 90% and Final Design	Monthly up to 80% in 2018 & Monthly up to 20% in 2019
Task 5 – GWA Coordination	No Cost
Task 6 – Bidding Services	Monthly up to 100% in 2019
Other Direct Costs	Monthly up to 50% in 2018 & Monthly up to 50% in 2019
Geotechnical Subconsultant	Monthly up to 100% in 2018

Deliverable:

1. Monthly Invoice
2. Monthly Progress Report

1.3 Project Tracking

A project tracking and control system will be used by Greeley and Hansen to effectively plan, schedule, and control each work activity. The primary objective of the tracking/control system will be to review project performance to maintain consistency with the established scope of work.

1.4 QA/QC

Greeley and Hansen will institute and maintain quality control (QC) activities throughout the entire design phase of the project. The purpose of the QC activities will be to perform checks and reviews as necessary on the work in progress and at completion. These activities are done to verify that the design conforms to the requirements of the agreement, published codes, good design standards, and any regulatory agency requirements. The intent is to provide the necessary checks and balances between completing the work done and getting it done correctly. This activity will be founded upon Greeley and Hansen's internal QC procedures and performed by senior engineers not involved in the day-to-day production of the design.

TASK 2 – CONCEPTUAL COST EVALUATION

2.1 Options

Greeley and Hansen will evaluate the conceptual costs for two (2) alternatives to convey sanitary sewage from the 60th Street Industrial Park (and adjacent areas) to the Ryan Creek Interceptor.

Option 1: New Gravity Sewer

Option 2: Refurbish and Upgrade Existing Lift Station

The purpose of this conceptual cost evaluation is to determine the preferred option. Elements that will be included in the cost evaluation include capital cost, O&M costs, future lift station refurbish costs, and GWA Program cost savings.

2.2 Lift Station Upgrades

Greeley and Hansen understands that the current lift station is approximately 37 years old and is beyond its expected useful life. The goal of refurbishing / upgrading the lift station would be to gain an additional 20 years of operation before additional major renovations are required. Based on discussions with the City, some of the upgrades / improvements to the lift station that are anticipated include:

1. Providing additional hydraulic capacity
2. Replacing the existing pumps and adding a third pump for emergency back-up and wet weather events
3. Providing an emergency back-up generator
4. Improve the structural integrity of the existing structures
5. Replace the existing controls and telemetry
6. Replace the existing piping and valves (includes incorporating a tie-in for the anticipated third pump)
7. Upgrades to the existing elevator to bring the elevator up to current code

As technical drawings of the lift station are unavailable, the cost analysis will be developed using the Association for the Advancement of Cost Engineering (AACE), Class 5 estimate along with a 25% contingency factor. A Class 5 estimate is generally developed when there is a low level of project definition and where the end usage is for general concept and/or project screening.

2.3 Cost Evaluation and Review Meeting

Greeley and Hansen will provide the cost evaluation which will also include a summary, a description of the assumptions that were used in the cost evaluation, and Greeley and Hansen's recommendation. Following submission of the cost evaluation, Greeley and Hansen will schedule a meeting with the City to discuss the cost evaluation. The meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the meeting summary notes and, within three (3) business days, provide the City with finalized version of the meeting summary notes.

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Greeley and Hansen anticipates that a decision on which option to proceed with will be made during the meeting and that, if the decision to proceed with a new gravity sewer is selected, the City will provide Greeley and Hansen with a written authorization to proceed with the Phase 2 tasks within two (2) business days.

Deliverable:

1. Cost Evaluation and Recommendation (delivered electronically in PDF format)
2. Meeting agenda (delivered electronically in PDF format)
3. Draft meeting summary notes (delivered electronically in PDF format)
4. Finalized meeting summary notes (delivered electronically in PDF format)

TASK 3 – PRELIMINARY DESIGN (30% DESIGN)

3.1 Data Collection

Greeley and Hansen will perform the necessary investigations and evaluations required to develop the design of the proposed gravity sewer up to a 30% completion level. Greeley and Hansen will collect and review pertinent background information and data provided by the City for the existing lift station, wet well, and new Ryan Creek Interceptor.

The following Data Collection items are discussed in Task 5:

- Survey Data
- Geotechnical Investigations
- Environmental Assessment

3.2 Geotechnical Investigations

Greeley and Hansen will solicit the services of a geotechnical investigation firm in order to perform additional geotechnical investigations along the anticipated sewer alignment. Because the anticipated depth of the proposed gravity sewer will be deeper than the proposed GWA pipeline, Greeley and Hansen will provide two (2) geotechnical borings, each 40-foot in depth, along S. 60th Street between the lift station and the interceptor tie-in point. These two geotechnical borings will be done for the sole purpose of locating rock refusal which will provide information on the anticipated depth of bedrock along the pipeline alignment. Sampling and soil analysis will not be required from these borings because relative information is already available from the geotechnical borings taken as part of the GWA Program. No geotechnical report or boring logs for these two (2) additional borings will be required or provided.

Deliverable:

1. Depth of Auger Refusal

3.3 Preliminary Design

Greeley and Hansen will establish the standard design conventions and develop a preliminary design for a new gravity sewer. The major elements that will be included in the design are:

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- Hydraulic Profile
- Pipeline Route
- Horizontal and Vertical Alignments
- Interceptor Tie-in Detail

Deliverable:

1. 30% Design Drawings (Three (3) sets of half-size drawings (11x17) and electronic PDF format)

3.4 Opinion of Probable Construction Cost (OPCC)

Greeley and Hansen will prepare an OPCC in accordance with AACE - Class 4 for the key design milestone of 30% Design. The OPCC will be reflective of local pricing conditions and will utilize similar construction unit costs as was determined for the GWA Program.

Deliverable:

1. AACE - Level 4 OPCC (delivered electronically in PDF format)

3.5 Permits

Greeley and Hansen will identify the anticipated permits needed for the project as well as the anticipated entity that will have responsibility for procurement of the permits. The permits include:

- Erosion and Sediment Control
- WDNR Construction Permit

It is anticipated that the construction permits will be obtained through the GWA Program. Greeley and Hansen has not included the costs to submit for permits independently for the City Project or to pay for any required permits in this scope of work.

Deliverable:

1. List of anticipated permits (delivered electronically in PDF format)

3.6 Preliminary Design Review Meeting

Greeley and Hansen will schedule a preliminary design review meeting following the submission of the preliminary design documents. The purpose of the meeting will be to present the design at the 30% level to reach consensus on key design elements. We will also discuss the contracting strategy be used to clearly delineate the construction / cost elements related to the City Project from the construction / cost elements related to the GWA Program.

The preliminary design review meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the preliminary design meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been

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received, Greeley and Hansen will update and finalize the preliminary design meeting summary notes and, within three (3) business days, provide the City with finalized version of the preliminary design meeting summary notes.

Deliverable:

1. Preliminary design review meeting agenda (delivered electronically in PDF format)
2. Draft preliminary design review meeting summary notes (delivered electronically in PDF format)
3. Finalized preliminary design review meeting summary notes (delivered electronically in PDF format)

TASK 4 – 90% AND FINAL DESIGN

4.1 90% Design

Based on the review comments from Task 3, Greeley and Hansen will prepare the 90% design documents, which will include the 90% design drawings, 90% technical specifications, and lift station abandonment plan for City review. The specifications will include only the specifications that pertain specifically to the City Project. As this project is to be bid as a part of the GWA Program, the Front End specifications will be provided by the GWA Program and are not included in this 90% design submittal. However, Front End specifications (or sections of specifications) that pertain specifically the City Project will be provided for review.

Deliverable:

1. 90% Design Drawings (Three (3) sets of half-size drawings (11x17) and electronic PDF format)
2. 90% Technical Specifications (One (1) hard copy in 3-ring binder and electronic PDF file)

4.2 Opinion of Probable Construction Cost (OPCC)

Greeley and Hansen will prepare an OPCC accordance with AACE - Class 1 for the key design milestone of 90% Design. The OPCC will be reflective of local pricing conditions and will utilize similar unit costs for construction elements as determined for the Great Water Alliance (GWA) Program.

Deliverable:

1. AACE - Level 1 OPCC (delivered electronically in PDF format)

4.3 90% Design Review Meeting

Greeley and Hansen will schedule a 90% design review meeting following the submission of the 90% design documents. The purpose of the meeting will be to review the design at the 90% level. We will also review the documentation and drawing approach developed for the contracting strategy established in Task 3. The contracting strategy approach will provide clear delineation between the construction / cost elements related to the City Project from the construction / cost elements related to the GWA Program.

The 90% design meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the meeting

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summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the meeting summary notes and, within three (3) business days, provide the City with finalized version of the meeting summary notes.

Deliverable:

1. 90% design review meeting agenda (delivered electronically in PDF format)
2. Draft 90% design review meeting summary notes (delivered electronically in PDF format)
3. Finalized 90% design review meeting summary notes (delivered electronically in PDF format)

4.4 Final Design

Following the 90% design review meeting, Greeley and Hansen will incorporate any final comments from the City into the design package. Once the comments from the City are incorporated into the design package, the design package will be incorporated into Contract Package 5 of the GWA Program. The GWA Program design documents will be issued to the necessary authorities having jurisdiction (AHJ) for their review and approval. Any design comments received from the AHJ will be addressed and incorporated into the drawings. Once the GWA Program design documents have been updated and approved for permitting, the GWA Program will proceed with bidding and eventual construction. Greeley and Hansen will provide the City with electronic versions of the Final Design Documents.

Deliverable:

1. Final Design Drawings (delivered electronically in PDF format)
2. Final Technical Specifications (delivered electronically in PDF format)

TASK 5 – GWA COORDINATION

The below listed elements are required for the design of a new gravity sewer. However, Greeley and Hansen has not included a cost for these items as part of this Scope of Services since the City is collaborating with the City of Waukesha to utilize these items which are currently included in the GWA Program.

5.1 Design Coordination

Greeley and Hansen is currently designing the Return Flow Pipeline for the GWA Program. This design is anticipated to occur over the next several months. Greeley and Hansen will incorporate and coordinate both pipeline designs including implementing any agreed upon terms between the City and the City of Waukesha into the necessary bid documents.

5.2 Construction Schedule

Greeley and Hansen is responsible for developing the overall GWA Program schedule. The construction of the City Project will be incorporated into the overall GWA Program Schedule.

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5.3 Topographic and Utility Survey

As part of the GWA Program, the survey along the 60th Street corridor has already been executed. This survey will be used for the design of this project.

5.4 Existing Geotechnical Investigations

As part of the GWA Program, a bedrock topography map was obtained from Southeastern Wisconsin Regional Planning Commission (SEWRPC) which indicated that shallow bedrock was not anticipated in the area. Geotechnical borings were taken along 60th Street to a depth of 20-feet, which did not indicate shallow bedrock. Coupling this geotechnical information with geotechnical information that the City already has from the Ryan Creek Interceptor Project and the additional geotechnical work identified in Task 3, Greeley and Hansen will have the necessary geotechnical information to facilitate design.

5.5 Environmental Assessment

As part of the GWA Program, an environmental assessment was completed along the Return Flow Pipeline Corridor. This assessment, which includes the S. 60th Street corridor south of Ryan Road, will be used for the design of this Project.

TASK 6 – BIDDING SERVICES

6.1 Bidding Services

In general, bidding services will be covered under the GWA Program. However, it is anticipated that there will be certain services required during bidding that are specific to the City's portion of the Project. These services include responding to requests for information (RFI) from bidders and preparing written addenda to the contract documents. Greeley and Hansen will provide the necessary bidding services to facilitate bidding.

Following the bidding process, Greeley and Hansen will prepare and provide conformed sets of the Contract Documents that reflect official changes made to the documents by addenda during the bidding period.

Deliverable:

1. Responses to RFIs specific to the City's portion of the Project (delivered electronically in PDF format)
2. Addenda Documentation specific to the City's portion of the Project (delivered electronically in PDF format)
3. Final Conformed set of Design Documents for the GWA Project – Contract Package 5 (3 sets of half-size drawings (11x17), 1 bound copy of the specifications, and electronic PDF format of the drawings and specifications)

CONTRACT EXHIBIT B – FEE AND SCHEDULE**FEE**

Table 1 – Fee		
Task		Fee
PHASE 1		
Task 1 – Project Management (includes kickoff meeting)		\$9,500.00
Task 2 – Conceptual Cost Evaluation		\$3,000.00
PHASE 2 (Authorization from the City to be obtained prior to commencing with Phase 2 Work)		
Task 3 – Preliminary Design		\$33,750.00
Task 4 – 90% and Final Design		\$63,200.00
Task 5 – GWA Coordination		\$0.00
Task 6 – Bidding Services		\$2,100.00
	Total Labor Fee	\$111,550.00
	Other Direct Costs	\$1,000.00
	Geotechnical Subconsultant	\$5,000.00
	Survey Subconsultant	\$0.00
	Total Fee	\$117,550.00

SCHEDULE

The following schedule was developed assuming two notices to proceed.

Table 2 – Schedule	
Task	Weeks for Completion
Task 1 – Project Management	Duration of Project after First NTP
Task 2 – Conceptual Cost Analysis	1 Week after First NTP
Task 3 – Preliminary Design	5 Weeks after Second NTP
Task 4 – 90% and Final Design	17 Weeks after Second NTP (90% Design) 3 Weeks after January 1, 2019 (Final Design)
Task 5 – GWA Coordination	Duration of Project after Second NTP
Task 6 – Bidding Services	As required to coordinate with GWA bidding

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION TO AUTHORIZE THE REMAINDER OF A PROFESSIONAL SERVICES
CONTRACT WITH GREELEY AND HANSEN FOR PHASE 2B OF THE DESIGN OF INDUSTRIAL
PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR \$17,115

WHEREAS, the City of Franklin desires to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, the City of Waukesha Water Utility desires to construct a water return line for the Great Lakes Water Alliance (GWA) project in the S. 60th Street corridor around the year 2021; and

WHEREAS, GWA will incorporate Franklin's project into their project; and

WHEREAS, Greeley and Hansen has started a contract to design said gravity sewer; and

WHEREAS, Greeley and Hansen needs to complete various tasks so that the plans will be incorporated with the GWA plans to advertise for bids the construction;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize phase 2B of a professional services contract for the industrial park lift station abandonment and sewer extension and furthermore that Greeley and Hansen be authorized for a not to exceed amount of \$17,115.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____
day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2019
Reports & Recommendations	AN ORDINANCE TO AMEND §10-1 OF THE MUNICIPAL CODE TO REMOVE REFERENCE TO MEETING DAY AND TIME FOR THE BOARD OF PUBLIC WORKS	ITEM NO. <i>6.9.</i>

BACKGROUND

Recently the Board of Public Works decided that it is preferable to move their meeting on the second Tuesday of each month from 7:00 pm to 6:00 pm.

ANALYSIS

At the July 9, 2019, Board of Public Works meeting, it was noted that the meeting day and time is established for the Board in the municipal code as the first Thursday at 7:30 pm. Furthermore, it was noted that other boards and commissions do not have the day and time set by the Municipal Code.

The Board recommends to Common Council that section 10-1 of the Municipal Code be amended as follows:

The Board of Public Works shall consist of one Alderperson who shall serve during his or her tenure of office and six citizens, two appointed each year for three-year terms. ~~The Board shall meet at the City Hall at 7:30 p.m. on the first Thursday of each month.~~ Special meetings may be held upon notice to all interested parties. The City Engineer shall provide technical and staff assistance to the Board and shall not vote.

FISCAL NOTE

No impact on finance.

OPTIONS

- A. Adopt Ordinance to remove reference to day and time for Board of Public Works meetings. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) motion to adopt Ordinance 2019-_____, an ordinance to amend §10-1 of the Municipal Code to remove reference to meeting day and time for the Board of Public Works.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND §10-1. OF THE MUNICIPAL CODE TO
REMOVE REFERENCE TO MEETING DAY AND TIME FOR THE
BOARD OF PUBLIC WORKS

WHEREAS, the Board of Public Works at their July 9, 2019, meeting, having considered the issue has recommended to remove reference to their meeting day and time in §10-1. of the Franklin Municipal Code so that it is consistent with other boards and commissions listed in Chapter 10.

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

SECTION I. §10-1. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows (additions double underlined, deletions in strikethrough):

The Board of Public Works shall consist of one Alderperson who shall serve during his or her tenure of office and six citizens, two appointed each year for three-year terms. ~~The Board shall meet at the City Hall at 7:30 p.m. on the first Thursday of each month.~~ Special meetings may be held upon notice to all interested parties. The City Engineer shall provide technical and staff assistance to the Board and shall not vote.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of July, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

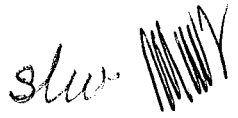
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Preliminary 2020 Budget Development Issues, Including an Update on Landfill Siting Fees: Presentation by the Director of Administration	ITEM NUMBER 610.


The Director of Administration will provide a presentation on the preliminary 2020 Budget development issues, including an update on landfill siting fees. The purpose of the presentation will be to generally identify the scope or magnitude of the budgetary issues that will face the City during the 2020 budget process. Additionally, there will be some discussion on identifying potential sources or strategies to help mitigate the issues, while taking into consideration longer term strategies to limit future year impacts and constraints. The goal of the presentation will not be to solve the 2020 budget already; there is simply too much work and analysis to do before that can occur. Rather, the goal is simply to begin the discussion on aspects of the 2020 budget to help ensure that the City reaches an amenable solution within the statutory budgetary timeframe.

As is done each year with the presentation of the Mayor's Recommended Budget, a copy of the presentation will be provided at the meeting.

COUNCIL ACTION REQUESTED

No action is being requested.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Capital Outlay Fund Expenditures coming from the "Planned Spending Pending Additional Consideration" Appropriation and Reassigning Information Services Capital Outlay Savings	ITEM NUMBER G.11.

At their meeting of 6/18/19, the Common Council was reminded that the 2019 Capital Outlay budget has a \$100,000 appropriation labeled "Planned Spending Pending Additional Consideration." The budget document indicated the following "\$100,000 is planned for expenditure but the items will be subject to a future determination and to receipt of anticipated receipt of sufficient landfill siting revenues to the fund". In addition to this planned expenditure, an additional \$50,000 of contingency was set aside for unscheduled and unrestricted purposes, as is done in most years.

At that same meeting, the Common Council authorized some additional purchases bringing the total authorized to \$47,315, with \$52,685 available. The Council was informed that prior to requesting approval for expenditure of the remaining funds they would be provided an update as to the availability of landfill siting revenues as anticipated in the budget. That review will be provided in detail as part of the 2020 preliminary budget review that is elsewhere on this agenda.

Again, these appropriations are planned expenditures for items that were just not yet itemized in the budget process. This is distinctly different from a contingency appropriation which is an appropriation for an unplanned expenditure. In summary, the approach was applied since there were so many requests for capital outlay items, some money remained unspecified to enable the City to move 8 months along and better target the money toward potential issues that became real issues.

The Mayor and Director of Administration recommend the following items, in priority order, be authorized.

\$325 Time Stamp Machine Clerk's Office: The current, very old time stamp machine in the Clerk's Office is now the old, very dead time stamp machine in the Clerk's Office. It is a vital part of the Office's record keeping requirements. A new unit costs \$325.

\$9,900 Ram Air Turnout Gear Dryer Fire Department: Properly fitted and tested Personal Protective Equipment (PPE), including high-quality structural turnout gear is what allows firefighters to enter conditions and temperatures that would be immediately fatal if not so equipped. Unfortunately, this same turnout gear poses long-term health risks if not properly cleaned and maintained. Carcinogens contained within smoke and products of combustion are absorbed into the turnout gear, and expose firefighters to risks of various forms of cancers that are several times greater than that of the general public. Current industry best practice recommendations include washing of turnout gear after every structure or vehicle fire. The fire department purchased a washing machine/extractor system specifically designed to clean firefighting turnout gear several years ago. However, due to the multiple layers of the gear, it can take several days to air dry and the layers are prone to develop mold and mildew if not dried completely. Despite Department policies and best-practice recommendations, employees may be hesitant to wash their gear knowing that it may not be dry for their next shift, or that they may need to wear a spare or back-up set that may not fit properly. A Ram Air TG-8 Gear Dryer would allow up to 8 sets of gear to be dried thoroughly and simultaneously.

\$9,000 Retaining Wall Replacement Police Department: A retaining wall supporting ground along a rear driveway entrance has failed. A new wall has been designed from existing budgets. This cost is estimated for the contract to replace the wall.

\$4,200 (Net) SQL Virtual Core Software: Information Services (City Hall) and Police Department: Although a software license it is just a one-time cost with no annual cost or per user cost. The total cost is approximately \$14,000, half of which is for the City Hall and the other half is for the Police Department. The Director of Administration recommends reassigning \$9,800 in savings from the Information Services VMWare Server and SAN Disk expansion project which was budgeted for this year and has come in under budget. As such, the net cost is listed here as \$4,200. The current 2008 license in City Hall is no longer supported by the vendor and the City cannot upgrade its ESRI GIS mapping software and functionality without upgrading SQL. Although the PD is running a newer version of SQL, their main software (ProPhoenix) will require the newest version of SQL. The new version of Phoenix is available and scheduled for a fourth quarter 2019 or first quarter 2020 implementation, so upgrading the SQL before then is critical.

\$2,225 Terminal Server Licenses: Information Services: One additional server needs to be upgraded to this terminal server license level. It is technically 25 software licenses at \$89 each. Although termed a license, there is no ongoing cost or additional per user fee. This will enhance the security on this server and enable it to be used for virtual private network (VPN) remote access, which is an important aspect needed for Govern and ongoing Planning Department activity.

\$17,900 Small Mower DPW: The DPW has multiple mowers used for parks and other areas it maintains. In addition to the larger mowers, there are two old smaller riding mowers that are essential to operations. Both are very old, but one has suffered multiple significant breakdowns this year and is currently out of commission. DPW would like to replace this non-functioning mower because continuing to fix it is not efficient.

\$1,500 Laptop Economic Development: The department does not have a laptop and one would be important for use and presentations off site. Given the position is expected to have more offsite visits than the typical department head, a laptop would be very useful.

\$7,450 4 Taser X2 Units Police Department: The Police Chief recommends 7 new matching Tasers for basic operations and officer safety. The department indicates that as electronic equipment goes past warranty it does not pay to fix them if they fail. Funding was sufficient for 4 units.

Some larger or lower priority requests at this time that were not funded are 3 additional Tasers (PD, \$5,550), 2 Speed Display Signs (PD, \$3,500 each), 6 SWAT rifles (PD, \$12,000), 10 sets of Turn out Gear (FD, \$21,500), pick-up truck (DPW, \$35,000), and 2 snow blower attachments (DPW, \$6,000 each).

The recommended items total \$52,500, which is \$185 under the available appropriation, when one includes re-authorization of the \$9,800 in Capital Outlay savings in the Information Services Department. All prices are estimates, and the final purchase price can vary plus or minus.

COUNCIL ACTION REQUESTED

Motion to authorize Capital Outlay Fund expenditures, using appropriations coming from "Planned Spending Pending Additional Consideration," and from reassigning \$9,800 in Information Services Capital Outlay savings, for the following items: \$325 for a time stamp machine for the Clerk's Office, \$9,900 for a Ram Air Turnout Gear Dryer for the Fire Department, \$9,000 for a retaining wall replacement at the Police Department, \$14,000 for SQL Virtual Core Software for Information Services (City Hall) and Police Department, \$2,225 for Terminal Server Licenses for Information Services, \$17,900 for a small mower for DPW, \$1,500 for a laptop for Economic Development, and \$7,450 for 4 Taser X2 Units.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2019
REPORTS AND RECOMMENDATIONS	<p>A Resolution Authorizing Certain Officials to Execute a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), Ballpark Commons – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G. 12.</i>

Attached is a draft amendment to development agreement which at the time of this writing remains under review and negotiation by the developer and consultants and City staff and consultants. Also attached is a draft Resolution.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SECOND
AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 5 DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND BPC MASTER
DEVELOPER, LLC (DEVELOPER)
BALLPARK COMMONS – FRANKLIN, WISCONSIN (PROJECT)

WHEREAS, Developer has begun constructing a mixed-use development consisting of a stadium, sports village, senior housing, restaurants, retail buildings, a hotel and offices, and consistent with the Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 5 previously approved by the Common Council and the Joint Review Board, the Developer plans within the expanded boundaries to include senior housing, but to exclude apartments and the increment upon such apartments development land shall be fixed at its January 1, 2019 value and thereafter accrue to a new Tax Incremental District No. 7 (the “Blight District”); and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property, and the City finds that the development of the Project and the fulfillment of the terms and conditions of the Development Agreement and a Second Amendment to the Development Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC, [in such form and content as annexed hereto] [in such form and content as directed by the Common Council at its meeting on July 16, 2019] [in such form and content as annexed hereto, with the changes as directed by the Common Council at its meeting on July 16, 2019], [subject to technical and/or minor changes which may be approved by the Economic Development Director, the Director of Finance and Treasurer, Special Counsel and the City Attorney], be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Second Amendment to Tax Incremental District No. 5 Development Agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Amendment in a form in substantial conformance with [Exhibit E] of the Second Amendment to Tax Incremental District No. 5 Development Agreement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

RESOLUTION NO. 2019-____
Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**SECOND AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 5
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
BPC MASTER DEVELOPER, LLC (Developer)**

BALLPARK COMMONS – FRANKLIN, WISCONSIN (Project)

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT (the “Amendment”) is entered into as of July ___, 2019, by and between **BPC MASTER DEVELOPER, LLC**, a Wisconsin limited liability company (“Developer”) and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation (“City”).

RECITALS

City and Developer acknowledge the following:

A. Pursuant to Wis. Stat. § 66.1105 (the “Tax Increment Law”), the City adopted a plan for redevelopment (the “Project Plan”) within Tax Increment District No. 5 in the City of Franklin, Wisconsin (the “District”).

B. The Project Plan and District were approved in September, 2016, and the Planned Development District was approved in April, 2016 (collectively, and as amended from time to time, the “Master Development Plan”).

C. The City and Developer executed a Development Agreement dated February 19, 2018 with regard to the District, which was amended by that certain First Amendment dated [December __, 2018] (collectively, the “Agreement”).

D. Developer has begun constructing a mixed-use development consisting of a stadium, sports village, senior housing, restaurants, retail buildings, a hotel and offices.

E. The City and the Developer desire to amend the Agreement to, among other things, expand the Project to include senior housing, but to exclude apartments from the District and the Project.

F. The District’s boundaries have been expanded to include additional real property listed in the attached **Exhibit E**.

G. The City and the Developer desire to amend the Agreement to, among other things, acknowledge the inclusion of certain real property legally described in the attached **Exhibit A** (the “Apartment Land”), formally located within the District, into a new Tax Increment District No. 7 (the “Blight District”). The Tax Increment associated with the Apartment Land as of January 1, 2019 will stay within the District, but thereafter the Apartment Land’s Tax Increment within the District shall be fixed at its January 1, 2019 value. All new Tax Increment related to the Apartment Land created after January 1, 2019 will be included in the Blight District.

H. The City and the Developer desire to amend the Agreement to, among other things, provide the Developer with Additional Funds (as hereinafter defined) for the completion of the TIF Improvements associated with the Project and associated with improvements within the Blight District.

I. The development of the Project would not occur without the financial participation of the City as set forth in this Amendment.

J. The City, pursuant to Common Council action dated [____], 2019, has approved this Amendment and authorized its execution by the proper City officials on the City's behalf.

K. Developer has approved this Amendment and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

1. Recitals. The terms and provisions of the above recitals are hereby incorporated by reference. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Excess Costs. Attached hereto as **Exhibit B-1** is a breakdown of the original TIF Improvements and TIF Improvement Budget, which includes both hard and soft costs for each line item, the costs incurred to date and the estimated Project costs, including the hard and soft costs to complete certain remaining TIF Improvements. The cost of the TIF Improvements associated with the Project have exceeded the initial TIF Improvement Budget as shown in the attached **Exhibit B-1** ("Excess Costs"). **Exhibit B-1** is a breakdown of the original budget, costs incurred and the costs to complete the remaining TIF Improvements. Although the Developer is responsible for funding all the costs of the TIF Improvements over and above the TIF Improvement Budget (also referred to herein as the Excess Costs) as is provided for in the Agreement, the City has agreed to provide additional funding for the TIF Improvements not to exceed Five Million Two Hundred Thousand and No/100 Dollars in accordance with this Amendment in exchange for Developer's covenants contained herein and in exchange for the covenants contained in the District 7 Agreement, as hereinafter defined. As used herein, the term "Remaining TIF Improvements" means those certain TIF Improvements which are listed in the attached **Exhibit B-2**, which Developer represents is a true and complete list of the TIF Improvements which are not yet complete as of July 1, 2019, including but not limited to TIF Improvements which will be located within the Blight District. Developer represents that **Exhibit B-2** identifies approximately Five Million Two Hundred Thousand and NO/100 Dollars (\$5,200,000) in third party construction costs needed to fund the Remaining TIF Improvements.

3. Remaining TIF Improvements. The Remaining TIF Improvements are "TIF Improvements," as defined by the Agreement. The Developer hereby agrees to promptly undertake the completion of the Remaining TIF Improvements. As is more fully provided for

below, the City agrees to make up to a maximum amount of Five Million Two Hundred Thousand and NO/100 Dollars (\$5,200,000) available to the Developer to complete the Remaining TIF Improvements, which may include construction, labor and materials, design, architect, construction/project management and engineering fees and costs (“Additional Funds”). Additional Funds may not be used to pay development fees (whether paid to Developer, its affiliates or other third parties) or legal fees. The obligation of the City to pay Additional Funds associated with completion of the Remaining TIF Improvements, requires that Developer satisfy the conditions in Section 8. Notwithstanding anything contained herein to the contrary and subject to the City’s obligations hereunder, the Developer remains solely responsible for the completion to the TIF Improvements and the Excess Costs.

4. Updated Project Phases. The Developer and the City hereby agree to the updated Project phases and schedule with Exhibit A-1 attached hereto which hereby replaces Exhibit A-1 to the Agreement in its entirety. Notwithstanding anything contained in the Agreement to the contrary, Developer agrees to promptly notify the City in writing in the event that Developer reasonably anticipates that it will be unable to satisfy the Commencement Dates and Completion Dates set forth in Exhibit A-1.

5. Updated Project Increment. The Developer hereby re-affirms the commitment to create the new assessed value in the District in accordance with the first sentence of Article I.B. of the Agreement. In addition, the Developer agrees to create at least One Hundred Twelve Million Dollars (\$112,000,000.00) of new assessed value as a result of construction of the Project on or before January 1, 2023, and to maintain such assessed values until the GO Bonds have been paid in full or defeased.

6. Removal of Certain Apartment Increment from the District. Developer agrees that the Tax Increment created on the Apartment Land after January 1, 2019 shall be removed from the District and transferred to the Blight District. Therefore, the contemplated apartments to be built on the Apartment Land in the Blight District and their associated Tax Increment created after January 1, 2019 shall no longer be a part of the Project nor the District. The City and Developer agree that, however, that the senior housing built within the District is considered part of the Project. Attached hereto as Exhibit C is an undated Schedule showing the anticipated revenue and expenses from the Project which hereby replaces Exhibit C to the Agreement in its entirety.

7. Additional GO Bonds. The City agrees that, upon satisfaction of the conditions in Section 8 below, the City will provide the Developer with an additional Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00) in Additional Funds for completion of the Remaining TIF Improvements. The Developer acknowledges and agrees that Two Million and No/100 US Dollars (\$2,000,000.00) of the Additional Funds are being provided on the basis of Tax Increment from TID 5 (the “TID 5 Additional Funds”) and the remaining Three Million Two Hundred Thousand and No/100 US Dollars (\$3,200,000.00) (the “TID 7 Additional Funds”) of the Additional Funds are being provided on the basis of Tax Increment in District 7 pursuant to a separate Development Agreement by and between the City and Mandel Group, Inc. (the “District 7 Agreement”). The TID 5 Additional Funds will be raised using general obligation bonds and the definition of “GO Bonds” as contained in this Amendment and the Agreement shall include the any and all bonds issued, re-issued or refinanced by the City as part

of the TID 5 Additional Funds. The Additional Funds may only be spent on eligible Project costs that comply with the Tax Increment Law and this Agreement. In particular, Developer hereby covenants and agrees to spend TID 7 Additional Funds on Remaining TIF Improvements either within District 7 or within ½ mile of District 7 as required by Wis. Stat. §66.1105(2)(f)(1)(m) (“Eligible TID 7 Project Costs”). Subject to Developer’s satisfaction or the City’s waiver of the conditions set forth in Section 8 below, the Additional Funds will be made available to Developer no later than October 1, 2019. The Additional Funds are considered part of the Project Costs.

8. Disbursement. The City and Developer agree that as of [June 6, 2019], [\$3,515,443.00] of the City’s original GO Bonds (not counting the Additional Funds) remain to be disbursed. The Additional Funds shall be disbursed to Developer through the Disbursing Agreement established under the Agreement. The City’s obligation to provide the Developer with the Additional Funds to pay Additional Excess Costs (as hereinafter defined) are conditioned upon all of the following:

A. *GMP Contract.* The Developer shall have provided the City with Guaranteed maximum price contract(s) (“GMPs”) (with final engineering drawings for the Remaining TIF Improvements, to the reasonable satisfaction of the City. Any change orders or costs resulting in GMPs in excess of the amounts set forth in Exhibit B-2 shall be considered Additional Excess Costs) (“Additional Excess Costs”) that shall be solely the responsibility of the Developer to fund.

B. *Proof of Funds to Complete.* The Developer shall, in support of a request for Additional Funds provide:

(i) evidence, to the City reasonable satisfaction, that all the TIF Improvements have been substantially completed; and

(ii) reasonable evidence of the lien free completion of all the TIF Improvements to be paid with the Additional Funds including by final lien waivers from all contractors working on the TIF Improvements, including but not limited to those receiving the Additional Funds.

C. *Proof of Project Ready Incremental Development.* With respect to the TID 5 Additional Funds only, the Developer shall have provided the City with evidence that a golf driving range facility (the “LUXE”) (and an approximately 11,000 square foot medical office and outpatient building (the “MOSH”) (are ready for development, meaning Developer has provided executed terms sheets (or final agreements) for sale/purchase, leasing and/or joint venture to the reasonable satisfaction of the City to evidence that that these projects are proceeding.

D. The City’s inspecting engineer or architects shall have reasonably approved the disbursements. There shall be no event of default under the District 7 Agreement.

The City’s obligation to provide the Developer with the TID 5 Additional Funds are conditioned upon satisfaction of all of the items 8A, 8B, 8C and 8D above.

The City’s obligation to provide the Developer with the TID 7 Additional Funds are

conditioned upon satisfaction of all of the items 8A, 8B and 8D above and a building permit shall have been pulled for the construction of the apartments on the Apartment Land; provided, however, that in no event shall the TID 7 Additional Funds be disbursed to Developer prior to September 1, 2019.

The Developer shall be solely responsible for the payment of any amounts in excess of original GO Bond amounts and Additional Funds to be disbursed necessary to complete the TIF Improvements. Furthermore, in the event Developer fails to satisfy the conditions set forth in this Section 8, then Developer shall be solely responsible for the costs of the Remaining TIF Improvements until such conditions are satisfied.

9. Developer Guaranty and Collateral. Attached hereto as Exhibit C shows the anticipated schedule showing all principal and interest payments due on the GO Bonds (excluding the GO Bonds associated with the Additional Funds) as of the date of this Amendment (the “Current Payment Schedule”). Exhibit C shows the underwriting for this Amendment, including the anticipated schedule showing all principal and interest payments due on the GO Bonds (including the TID 5 Additional Funds). In the event the Project does not generate sufficient Tax Increment to reimburse the City for required payments due under GO Bonds (the “Shortfall”), the Developer and Michael E. Zimmerman’s (the “Guarantor”) hereby re-affirm their covenants in the Agreement and the Continuing Guaranty (Unlimited) dated February 17, 2019 (the “Guaranty”) respectively, to pay a Shortfall on the regularly scheduled principal and interest payments on the GO Bonds shown on Exhibit C to the extent required under such Guaranty.

10. Second Mortgage. The City Mortgage provided for in Article I.F. of the Agreement shall be released upon execution of the District 7 Agreement.

11. PILOT. The City has determined that the real property listed in Exhibit F and/or its associated buildings and improvements, are exempt from ad valorem property taxes. Developer agrees to enter into a PILOT agreement for the Property as required by the Agreement **but** the PILOT agreement shall make such property subject to ad valorem property taxes in perpetuity, not just after the twenty (20) year period provided for in Article III of the original Agreement. Notwithstanding anything in the Tax Increment Law to the contrary, Developer, its successors and assigns agrees that any PILOT payments made in the District shall be considered “Tax Increment” as defined herein and in the Tax Increment Law for purposes of this Agreement. Therefore, all PILOT payments in the District shall be deposited by the City into the fund used by the City to pay for Project Costs in the District.

12. Claims. Upon completion of the Remaining TIF Improvements, the Developer agrees to investigate any claims it may have against its contractors, engineers, architects or subcontractors for the cost overruns associated with the TIF Improvements, over and above the TIF Improvement Budget, be they claims in contract or tort (for negligence or otherwise) (“Claims”). Developer agrees to use commercially reasonable efforts to recover any of the Additional Funds advanced by the City to pay for the Remaining TIF Improvements directly attributable to such Claims and hereby agrees to assign to the City any moneys directly attributable to such Claims recovered from its contractors, engineers, architects or

subcontractors, less the costs of collection, in accordance with this Section 11. Upon the written request of the City, the Developer agrees to assign any such Claims, to the extent assignable, to the City, in which case the City may pursue such claim on the Developer's behalf and with the full cooperation of the Developer.

13. Miscellaneous.

A. Exhibit F to the Agreement is hereby replaced with the attached Exhibit D.

B. A Memorandum of this Amendment shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin in a form in substantial conformance with the attached Exhibit E.

C. Exhibit H to the Agreement is attached hereto as Exhibit H.

D. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, pdf. or faxed form and the parties adopt any signatures received by electronic delivery or a receiving fax machine as original signatures of the parties.

E. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

F. Except as specifically modified or amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

G. The parties represent that the execution of this Amendment has been properly authorized and that the persons signing this Amendment have been properly authorized to sign this Amendment on behalf of the parties.

H. All exhibits referenced herein are incorporated herein by reference.

I. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

J. Initially capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

[Signature pages follow]

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor

Attest: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2018, the
above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of
Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me
known to be the persons who executed the foregoing agreement on behalf of the City and by its
authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

Approved as to appropriations:

By: _____
Paul Rotzenberg, Director of Finance and Treasurer

This instrument was drafted by:
Matthew K. Impola, Esq., Bruce A. Keyes, Esq.,
Douglas S. Buck, Esq. and Jesse A. Wesolowski, Esq

EXHIBIT A
APARTMENT LAND

EXHIBIT A-1

Updated Project Schedule

Development Assumptions

City of Franklin, Wisconsin Tax Increment District # 5 Development Assumptions													
		North of Rawson					South of Rawson						
Construction Year	Actual	Existing Rock Facilities	Stadium	Hotel	Restaurant	Sports Village	Mixed Use	Retail	Senior Housing	Total	Construction Year		
1 2016	1,211,500									1,211,500	2016	1	
2 2017	49,700					0				49,700	2017	2	
3 2018		840,000								840,000	2018	3	
4 2019			1,520,000	500,000		10,503,750		0	1,500,000	14,123,750	2019	4	
5 2020			2,280,000	77,000,000	850,000	24,896,250			21,825,000	71,851,250	2020	5	
6 2021					1,150,000		14,343,750	2,200,000	9,175,000	26,868,750	2021	6	
7 2022							9,356,250			9,356,250	2022	7	
8 2023										0	2023	8	
9 2024										0	2024	9	
10 2025										0	2025	10	
11 2026										0	2026	11	
12 2027										0	2027	12	
13 2028										0	2028	13	
14 2029										0	2029	14	
15 2030										0	2030	15	
16 2031										0	2031	16	
17 2032										0	2032	17	
18 2033										0	2033	18	
19 2034										0	2034	19	
20 2035										0	2035	20	
Totals	1,261,200	840,000	3,800,000	22,500,000	2,000,000	35,500,000	23,700,000	2,200,000	32,500,000	124,301,200			

Notes: Development Values provided by Assessor 2/2019

Indoor Sports Venue and Stadium value reflected assumed to be taxable for this analysis, if tax exempt, a comparable PILOT will be necessary to meet the cash flow projections in this analysis

Payment in Lieu of Taxes (PILOT) payments may be negotiated for all improvements on tax exempt property within the District.

Version U

EXHIBIT B-1

UPDATED BUDGET

Proposed TIF Project Cost Estimates

City of Franklin, Wisconsin

Tax Increment District # 5

Estimated Project List

Project ID	Project Name/Type	Original Project	Developer's	4/30/2019	Amended
		Plan Initial Phase 2016	Agreement Updated 2018	Actual To Date	Projected 2019
	Sanitary Sewer	1,256,000	782,268	1,738,081	1,896,763
	Storm Sewer	943,000	2,564,028	5,150,771	5,591,352
	Water	1,513,500	1,011,124	1,805,588	2,414,983
	Streets	3,550,000	5,157,400	1,979,673	6,638,449
	Shared Parking	3,000,000	1,980,196	812,370	2,647,084
	County Methane Collection System	1,500,000	4,467,300	2,847,599	3,570,007
	Relocate Methane Gas Line	250,000	1,025,545	185,575	474,014
	Excavate Unsuitable Soils	2,450,000	2,602,500	2,837,084	2,772,472
	Oak Leaf Trail	170,000	95,000	31,610	207,866
	Sound & Light Modifications	0	100,000	49,238	169,111
	Privacy Berms	560,000	340,000	308,961	624,875
	Contingency	2,275,875	2,366,127	3,285	761,933
	TIF Creation Administration & Professional Services	30,000	30,000	188,546	805,000
	Developer Incentive	9,290,000	5,000,000	0	5,000,000
	Less Special Assessments	(4,739,625)	0	0	0
	Less Projects proposed to be financed under TID #7				(3,200,000)
Total Projects		22,048,750	27,521,488	17,938,381	30,373,909

Notes:

Note 1

Project costs are estimates and are subject to modification
Infrastructure Costs Provided by Developer and City staff

EXHIBIT B-2

TID 5 UPDATED CASH FLOW

Cash Flow

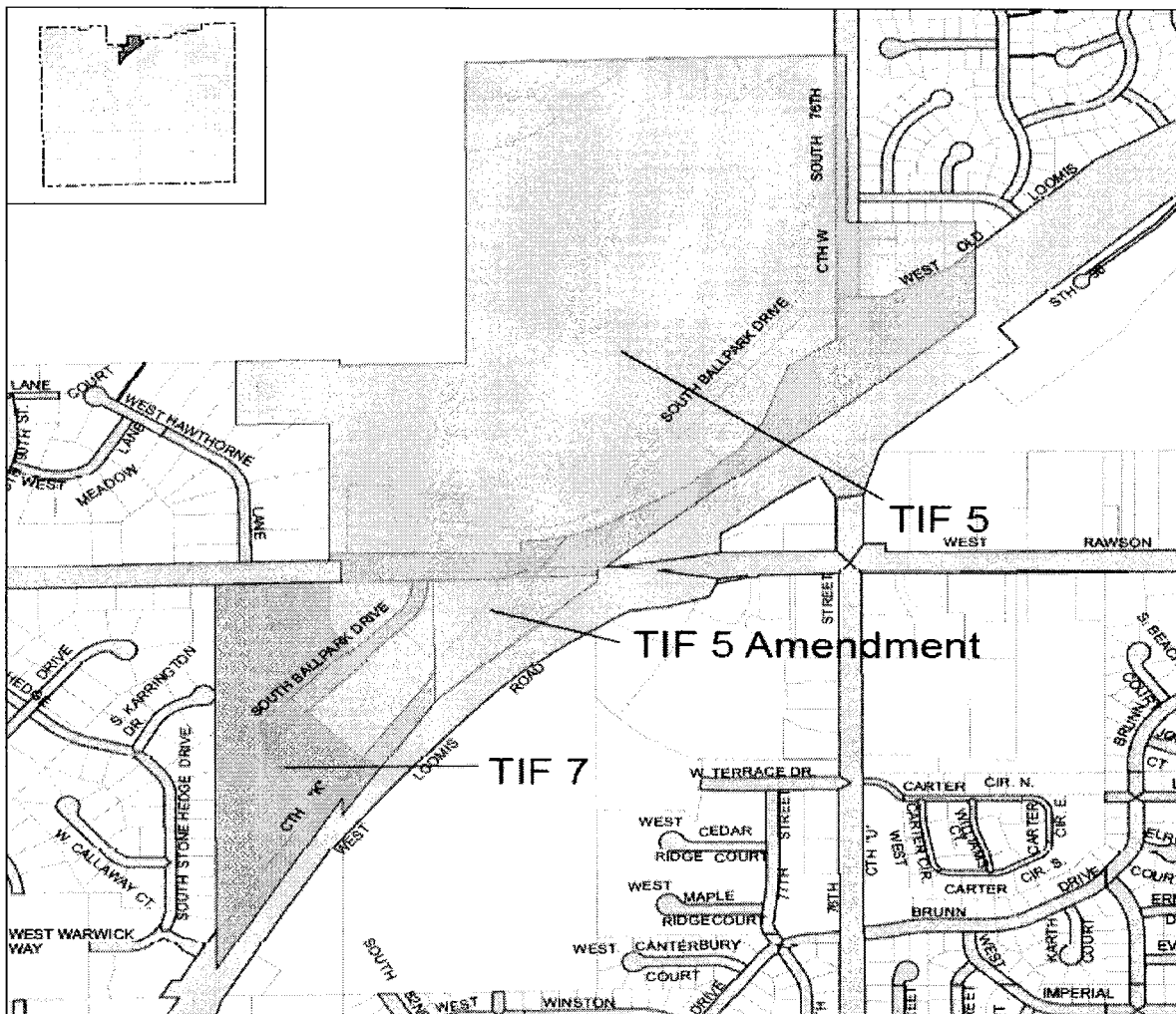
City of Franklin, Wisconsin

Tax Worksheet District # 5

Cash Flow Projection

Year	Taxpayers													
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EXHIBIT D



Franklin
WILCOX

GIS Department
9229 W Loomis Rd
Franklin, WI 53132
www.franklinwi.gov

TIF 5 and 7 Related



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

148 Projects of the 19th Century, AHA 1.10 Update Map view

EXHIBIT E

MEMORANDUM OF AMENDMENT

EXHIBIT F

LIST OF PROPERTIES REQUESTED TO BE EXEMPT

EXHIBIT H
CONTINGENT PAYMENT

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>July 16, 2019</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>ITEM NUMBER</p> <p><i>G.13,</i></p>

Attached is a draft development agreement which at the time of this writing remains under review and negotiation by the developer and consultants and City staff and consultants. Also attached is a draft Resolution.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**TAX INCREMENTAL DISTRICT NO. 7
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
VELO VILLAGE APARTMENTS LLC (Developer)**

VELO VILLAGE – FRANKLIN, WISCONSIN (Project)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2019 by and between **VELO VILLAGE APARTMENTS LLC¹**, a Wisconsin limited liability company ("Developer") and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

City and Developer acknowledge the following:

A. Developer is or will be the Owner of that certain real property legally described in **Exhibit A** attached hereto (the "Property").

B. The Property is located within the boundaries of Tax Incremental District No. 7, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City adopted a plan for redevelopment within the District (the "Project Plan").

C. The Project Plan and District were approved on _____, 2019, and the Planned Development District was approved on _____, 2019 (collectively, and as amended from time to time, the "Master Development Plan") and pursuant to the Master Development Plan the parties are entering into this Agreement.

D. The Property was originally located in the City's Tax Incremental District No. 5, City of Franklin, Wisconsin ("District 5"), which is being developed by BPC Master Developer, LLC, a Wisconsin limited liability company ("BPC").

E. The Property is now located in the District, which is an overlay district created pursuant to Wis. Stat. Section [66.1105].

F. Developer plans on constructing an approximately 265-unit, Class A apartment project, with an estimated total development cost of approximately \$58,000,000 (the "Project"). It is acknowledged that development of the Project will be consistent with the Project Plan.

G. The City, the Developer and BPC desire to use the Available Tax Increment from District 7 to complete \$3,200,000 in public improvements some of which are located within District 7 and some of which are located within ½ mile of District 7 (the "Public Improvements") as permitted by Wis. Stat. §66.1105(2)(f)(1)(m).

¹ City will sign this Agreement and the TID 5 Amendment simultaneously with VELO's acquisition of the property.

H. The Developer has requested that the City loan it \$4,500,000 (the "City Loan") towards the Project's construction, and that the City pay the Developer a municipal revenue obligation in the amount of \$14,952,000 (the "MRO") to be paid from the Available Tax Increment.

I. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

J. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.

K. The City, pursuant to Common Council action dated _____ 2019, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and may further approve the provisions of this Agreement relating to the issuance of the General Obligation Bonds (GO Bonds), the City Loan and the MRO described and created herein. "GO Bonds" shall mean all obligations borrowed by the City to finance the Public Improvements and to finance the City Loan to the Developer, regardless of form, such as anticipation notes, general obligation notes/bonds, refunding notes/bonds and or revenue notes/bonds.

L. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Subject to delay due to Force Majeure Events, Developer shall commence construction or cause commencement of construction of the Project (meaning the issuance of a building permit and the pouring of the Project's footing and/or foundations) on or before [October 1, 2019] (the "Commencement Date") and shall Substantially Complete the Project on or before [April 1, 2022] (the "Completion Date"). The Project shall be deemed to be "Substantially Complete" or to have achieved "Substantial Completion" after the date that the City Building Inspector issues a certificate of occupancy for the Project in accordance with the City's ordinances and all applicable laws. The City Building Inspector shall not issue the certificate of occupancy if the Project does not substantially conform to the Plans and Specifications, subject to changes to the Plans and Specifications that either are not required to be approved by the City or the City staff or have been approved in writing by the City or the City staff.

B. Developer agrees to Substantially Complete the Project on or before the Completion Date. In the event of a violation of the covenant contained in this Section B, the City may exercise any of its rights and remedies contained in this Agreement as well as its rights and remedies contained in the Loan Documents, as hereinafter defined.

C. Pursuant to the Second Amendment to Development Agreement for District 5 of even date herewith by and between BPC and the City, which amends the Development Agreement for District 5 (collectively, the "TID 5 Development Agreement"), BPC is required to complete certain the Public Improvements (as defined in the TID 5 Development Agreement).

D. BPC is solely responsible for the construction and installation of all public improvements related to the Project, including without limitation the Public Improvements. The City and Developer, therefore, are not responsible in any way for the construction or installation of any public improvements within the District. As such, the City shall have no liability or obligation to the Developer, and the Developer shall have no liability or obligation to the City, for the failure of BPC to timely or diligently complete any and all public improvements within the District.

E. Developer shall cooperate with the City throughout the development and construction of the Project and the term of this Agreement and shall promptly complete all submissions and applications required under this Agreement and in accordance with any and all applicable City ordinances. The City shall cooperate with the Developer throughout the development and construction of the Project and the term of this Agreement and shall promptly process and approve all submissions and applications required under this Agreement and in accordance with any and all applicable City ordinances.

ARTICLE II CITY LOAN AND OTHER OBLIGATIONS

A. Upon satisfaction of the terms and provision contained in that certain Junior Loan Agreement in the form attached hereto as **Exhibit C**, the City shall provide the Developer with the City Loan (the "Loan Agreement"). The City Loan shall be evidence by a note from the Developer payable to City in the amount of Four Million Five Hundred and No/100 US Dollars (\$4,500,000.00) in the form attached hereto as **Exhibit D** (the "Note"). The Note shall payable in annual instalments on March 1 of each year, commencing on the first March 1 after the loan has been fully funded, with interest at six (6%) percent per annum. Interest only shall be payable on March 1 and September 1 each year. Beginning on March 1, 2026 and each March 1 thereafter, principal payments shall also be due using a twenty (20) year amortization. The Note is payable in full on the tenth (10th) anniversary of funding.

B. As more fully provided in the Loan Agreement, Developer acknowledges and agrees that the City Loan shall be funded by the City through the issuance of GO Bonds. The GO Bonds shall be issued by the City no later than [2019]. Furthermore, Developer acknowledges and agrees that the City Loan shall be deposited with and disbursed through First American Title Insurance Company after the Developer has spent at least \$11,000,000 in equity funds on the Project.

C. Following the Project Completion (as hereinafter defined) of the Project, if there are any Net Savings (as hereinafter defined) with respect to the Project, then the Developer shall pay fifty (50%) percent of the Net Savings to reduce the principal amount of City Loan.

1. "Net Savings" shall mean the positive difference, if any, between (i) total disbursements by or on behalf of the Developer, its affiliates or their assignees in connection with the Project (including contributions to the Capital Reserve Account [as hereinafter defined] and (ii) the Developer's estimated project budget as set forth on the attached **Exhibit B** (the "Project Budget"). Amounts remaining unspent in any line item or category within the Project Budget may be used to offset cost overruns in any other line item or category of the Project Budget.

2. "Project Completion" shall mean the earlier of (a) the date upon which the Project has achieved and maintained 95% physical occupancy of apartments available for rent (i.e., excluding from total apartment count, models and units occupied for marketing and management purposes) continuously over any ninety (90) day period or (b) the fifth (5th) anniversary of the date of closing on the City Loan. Notwithstanding the foregoing, Developer may make a distribution of all or any percentage of Net Savings payable to the City prior to achieving 95% physical occupancy if necessary or desirable to comply with any applicable loan covenants and obligations in effect in connection with any third party debt financing for the Project.

3. Prior to determining Net Savings and disbursing any percentage thereof to the City, the Developer shall fund into an account (the "Capital Reserve Account") an amount equal to \$250.00 per apartment unit. Developer and the City hereby acknowledge and agree that Developer shall have the right to withdraw funds from the Capital Reserve Account to pay for maintenance, repair and replacement costs and non-routine operating expenses, including without limitation, construction defects and failures to the extent not covered by applicable warranties, and deductibles on insurance claims without the prior consent of the City.

4. Final determination of Net Savings shall be made by the construction cost consultant for the Project, in good faith and acting reasonably. Developer will not disburse any amounts in the operating reserve to Developer's investors unless either the final determination of Net Savings has been calculated or the amount distributed to Developer's investors from the operating reserve is reflected in the Net Savings determination. Within 60 days following Project Completion, Developer shall provide the City and the construction cost consultant with a detailed description and reconciliation of the actual costs of the Project in a manner and format consistent with the original Project Budget (the "Reconciliation"). The City or the construction cost consultant may request any additional support or verification as may be reasonably needed, including invoices and other proof of payments to compare the final cost to the original Project Budget. If the Reconciliation indicates that there are Net Savings, then within thirty (30) days of the delivery by Developer to the City of the Reconciliation, the Developer shall pay to the City 50% of the Net Savings and the City shall apply such amount towards the payment of the City Loan.

D. Prior to the disbursement of any portion of the City Loan, the Developer shall provide and record a subordinated mortgage (the "City Mortgage") in favor of the City on the

Property in the form of the attached **Exhibit E**. The City Mortgage shall secure the City Loan. The City Mortgage shall be a second mortgage, behind the Developer's first mortgage to BMO Harris Bank or another lender (the "Primary Lender") in an approximate amount of \$41,000,000.00. In connection with the grant of the City Mortgage, the Developer, City and Developer's Primary Lender shall enter into a subordination agreement on terms and conditions reasonably acceptable to the parties.

E. Until repaid in full, the City Mortgage may be released if and only if the Developer has (a) Substantially Completed the Project and (b) refinanced its construction loan. Upon release of the City Mortgage, the (I) Developer shall make a principal pay down of \$1,000,000 and No/100 Dollars on the Note and (II) the interest rate payable by Developer on the City Loan shall increase to seven (7%) percent.

F. If the City Loan is refinanced and paid down as provided for in Article II.E, then City Mortgage shall be released in full by a recorded satisfaction of mortgage and the City Loan shall become unsecured. If the City Loan is refinanced and paid down as provided for in Article II, E. through a source other than a federally insured mortgage loan or loans or a loan or loans from "Freddie Mac" or "Fannie Mae," then Developer shall provide the City (upon such refinancing) with a first position, perfected lien (under Article 8 or 9 of the UCC, as applicable) on all of the direct ownership/ membership interests in Developer (the "Mezzanine Lien"). The Mezzanine Lien shall be accompanied by a pledge agreement, as well as financing statements recorded against all of the direct ownership membership interests in Developer in form and substance reasonably acceptable to the Developer and the City. The Note, the City Mortgage, the Loan Agreement and other loan documents related thereto are hereinafter referred to as the "Loan Documents").

G. Subject to satisfaction of all of the terms and conditions of this Agreement and the TID 5 Development Agreement, the City shall disburse up to \$3,200,000 to BPC towards the Public Improvements (the "City Payment") as provided for in that certain Second Amendment to the TID 5 Development Agreement dated _____, 2019.

H. The City hereby agrees to pay the MRO to the Developer in the amount of \$14,952,000, with no interest, except as expressly set forth herein. Amounts due the Developer each year under the MRO shall be set forth in **Exhibit G**. The City's obligation to make payments to the Developer under the MRO shall be limited as described below.

I. All Tax Increments shall be applied in the following order of priority until each of the following is paid in full:

1. Payment of principal and interest on the GO Bonds issued to fund the City Payment as set forth on **Exhibit G** attached hereto, in an amount not to exceed the amounts shown on **Exhibit G**, including refunding any advances made by the City from other City funds to pay such current or past due amounts on the GO Bonds.

2. Payment of the TIF Administration Fee as set forth on **Exhibit G** attached hereto in an amount not to exceed the amounts shown on **Exhibit G**, as well as the

reimbursement to the City for the City's share of the appraiser for the Put (as hereinafter defined) under Subsection II.L.3. and for the arbitrator under Subsection II.M, both of which are expressly to be reimbursed from the TID as an additional administrative cost under this Agreement.

3. Payment of any amounts due the City under the Note which have not been timely made by the Developer in breach of the Loan Documents beyond any applicable grace/cure period, including but not limited any default interest, penalties or accelerated principal.

4. Payment of principal on the MRO as set forth on **Exhibit G** attached hereto.

5. Payment of any amounts due in any prior year on the MRO, but not paid, which shall carry over until paid. Any amounts due in any year on the MRO, but not paid, shall not bear interest.

J. Any Tax Increments accruing prior to the first MRO Payment Date (as hereinafter defined) or remaining in any year after payment of the above obligations shall be held in an account (the "Surplus Account"). Amounts in the Surplus Account shall be used for any of the following and shall be applied in the following order of priority:

1. To pay down current or past-due principal and interest on the GO Bonds.

2. To pay the City for any unpaid current or past-due TIF Administration Fee in an amount not to exceed the amounts shown on **Exhibit G** as well as the reimbursement of any and all other fees and expenses of the City which are expressly provided for reimbursement under this Agreement.

3. To pay unpaid current or past-due principal and interest on the MRO.

4. To pay down outstanding principal and interest on the City Loan.

K. **Exhibit G** depicts the anticipated increments and the annual debt service schedule on all obligations. **Exhibit G** will be revised by the City if necessary to reflect actual principal and interest on the GO Bonds when they are issued. The total principal amount of the GO Bonds for purposes of this Agreement shall not exceed Seven Million Seven Hundred Thousand and No/100 Dollars (\$7,700,000.00), i.e. \$3,200,000.00 towards the Public Improvements and the \$4,500,000.00 for the City Loan

L. Promptly after commencement of the Project's construction, the MRO shall be issued in substantially the form as attached hereto as **Exhibit F**. The MRO shall have a term that extends no later than the life of the District. Installments of principal on the MRO will be due and payable on March 1 of each year commencing on first March following the first year in which Four Hundred Thousand and No/100 US Dollars (\$400,000) is billed on the ad valorem taxes for the Project (the "MRO Payment Date"). If requested by Developer and if applicable, the MRO Payment Date shall be extended from March 1 of each year if the Tax Increment will

be available at a later date in such calendar year due to payment of taxes in installments, as permitted under applicable law, which extended MRO Payment Date shall be within 30 days of the last installment payment made in that calendar year. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the City solely from the real property described on Exhibit A, and improvements and personal property thereon or as the District may otherwise be amended, attached hereto (the "Increment Property") in a calendar year. "Available Tax Increment" shall mean all Tax Increment, less amounts applied to payment or funding of the GO Bonds, the TIF Administration Fee, and unpaid delinquent amounts due under Note for the City Loan, as provided in Subsections II.I. above. Available Tax Increment appropriated to make payments on the MRO shall first be applied to outstanding principal on the MRO. If on any MRO Payment Date there shall be insufficient Available Tax Increment to pay the principal or interest due on the MRO, as applicable, the amount due but not paid shall accumulate without interest and be payable on the next MRO Payment Date until the final MRO Payment Date (which shall be no later than the statutory District closure date, as it may be extended). The MRO shall be subject to prepayment in whole or in part at any time at the sole option of the City.

THE MRO SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATIONS OF THE CITY PAYABLE ONLY FROM AVAILABLE TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL OF THE CITY FOR THAT PURPOSE. No property or other asset of the City, except Available Tax Increment appropriated to make payments with respect to the MRO is or shall be a source of payment of the City's obligations thereunder. The MRO shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE MRO. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE MRO IS LIMITED TO THE AVAILABILITY OF AVAILABLE TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the Mayor shall include the appropriation of anticipated Available Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Available Tax Increment, written notice thereof shall be provided to the Developer within 14 days of the City's budget adoption. If the Common Council determines not to appropriate any portion of such Available Tax Increment, the City Director of Finance shall be required to present an analysis of the possible effects of such non-appropriation on the City's credit rating and ability to borrow at prevailing market rates at the next Common Council meeting; provided however, that such presentation shall not be a pre-condition to any failure to appropriate.

IF UPON THE CLOSING OF THE DISTRICT, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE MRO, THEN ALL INTEREST ACCRUED BUT

UNPAID AND THE REMAINING BALANCE OF PRINCIPAL OF THE MRO SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE TERMINATION OF THE DISTRICT, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE MRO SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL OR INTEREST ON THE MRO WHICH REMAINS UNPAID AFTER THE LIFE OF THE DISTRICT, AND THE OWNER OF THE MRO SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on the MRO if no Available Tax Increment is available and as expressly provided in Article VII. If any Available Tax Increment is available, then the City shall make payments on the MRO to the extent of such Available Tax Increment appropriated by the Council for that purpose.

M. In further consideration of the City's participation in this Agreement, if the Net Proceeds (as hereinafter defined) are such that the internal rate of return ("Developer's IRR") on Investor Equity (as such term is hereinafter defined) exceeds 17% (such excess hereinafter "Excess Return"), then Developer agrees to pay 50% of such Excess Return to the City ("Contingent Payment"). For purposes hereof, the term "Investor Equity" shall mean the sum of all of the investor cash equity, developer cash equity, any manager or member loans, together with any substitutes, replacements or supplements thereof or thereto, in the Project, but shall expressly exclude from the calculated return Created Savings (as hereinafter defined), any return on Created Savings and any cash reinvestment of development fees by Mandel/Velo Village Apartments LLC ("Sponsor") and any return thereon and expressly excluding therefrom amounts paid towards any promote, profits or carried interest of Sponsor. "Created Savings" means the amount of savings created by Developer or its affiliate by reducing its development fee below the market fee of 5% of the Project development budget. The determination of the Developer's IRR shall be calculated in accordance with this Section M. and the example set forth in **Exhibit H** ("Contingent Payment Example") upon the occurrence of the following, as more particularly provided below:

1. Upon the closing of sale of the Project by the Developer or a sale, transfer or assignment of a greater than a majority and controlling interest in the Developer to an individual or entity that is not affiliated with or controlled by the Developer or a direct or indirect member of Developer (a "Sale");
2. Upon a 1031 tax free exchange of the Project; or
3. Pursuant to the Put (as hereinafter defined).

In the event that none of the events described in Subsections II.M 1. and 2. above have occurred by December 2035, such that the Contingent Payment has actually been determined, then either party can unilaterally elect to commence a valuation process that establishes a fair market value of the Project that have not been subject to any of the events described in Subsections II.M. 1. through 2. above (the "Put"). If the City and the Developer cannot agree upon the fair market value of such portions of the Project within ninety (90) days subsequent to

the Developer's written notice, then the fair market value as of the date of the giving of the Developer's notice shall be determined by an MAI appraiser with at least five (5) years' experience in the appraisal of multifamily residential complexes in the southeastern Milwaukee metropolitan area and mutually selected by the City and the Developer, which appraiser shall be agreed to by the parties within thirty (30) days after Developer's initial notice. The cost of the appraiser shall be borne equally by the Developer and as an added administrative cost of the TID, not subject to administrative caps outlined elsewhere. The fair market value Project shall include the remaining value of the MRO.

For purposes of this Agreement, the sales price of the Project shall be used to calculate the Contingent Payment only if it represents and bona fide, arm's length transactions between unrelated third parties. In all other cases, an appraisal shall be used. Unless otherwise agreed to by the City, the Contingent Payment shall be paid in one lump sum pursuant to the terms and provisions herein and as more particularly set forth below.

Upon the occurrence of an event or events that triggers the requirement that Developer make the Contingent Payment, Developer shall have up to 180 days subsequent to the determination of the amount of the Contingent Payment to (a) make such payment or (b) have the City offset such amounts against future payments due on the MRO; however, in any event the Contingent Payment shall be due in full on or before the closing of the District.

"Net Proceeds" is herein defined to mean the gross sale proceeds, less:

- (a) Reasonable costs of the sale;
- (b) Amounts due lender(s) under the financing agreements for the Project and the amounts of any other indebtedness, the proceeds of which were used for the Project (including any pre-payment penalties);
- (c) Investor Equity and Created Savings, including any accrued and unpaid preferred return thereon;
- (d) Any land contribution costs and other reasonable and customary fees.

N. If Developer disputes the conclusions of the City's financial consultant under Section L of this Article and the parties are unable to reach agreement, then the disputed matter shall be submitted to arbitration before an independent consultant mutually selected by the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) days following a written demand for arbitration submitted by either party, then the selection of an arbitrator shall be submitted to the Chief Judge of the Circuit Courts for Milwaukee County. The costs of all arbitration proceedings shall be split equally between the parties and the decision of the arbitrator shall be final and binding. The City portion of such fee shall be added to administrative costs of the District and shall not be subject to any caps outlined elsewhere herein.

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of District No. 7, Developer or its successor owners to all or any portion of the Property will pay (or cause to be paid) all ad valorem property taxes properly assessed by all the overlapping taxing authorities against the Property before such taxes become delinquent. Provided that Developer has created sufficient assessed value on the Property to pay the regularly scheduled principal and interest payments on the GO Bonds, then the foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of ninety-nine (99) years thereafter, the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor, subject to the owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes ("PILOT") shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. The then owner of the applicable tax exempt portion of the Property's obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner(s) in the amount of the unpaid payments provided any recoveries are limited to the payment in lieu of taxes amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Article III shall be the personal obligation of the then owner of the exempt portion of the Property. The covenant contained in this Article III shall be deemed to be a covenant running with the land and shall be binding upon the then owners of any portion of the Property. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

ARTICLE V CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

ARTICLE VI WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by email PDF or facsimile, provided such notice is also sent by one of the other methods within one business day thereafter and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Director of Economic Development
 Facsimile No.: 414-427-7691
 Email:

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: City Clerk
 Facsimile No.: 414-425-6428
 Email:

If to the Developer: c/o Mandel Group, Inc.
330 E. Kilbourn Avenue
Suite 600 South
Milwaukee, Wisconsin 53202
Attention: Ian Martin
Facsimile No.: 1-414-347-3619
Email: imartin@mandelgroup.com

With a copy to: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Attention: Sarah Jelencic
Facsimile No.: 1-414-297-4900
Email: sjelencic@foley.com

ARTICLE VII DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

2. Developer materially breaches or materially fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

3. Developer breaches any of the terms or provisions of the City Loan Documents and such breach continues beyond any applicable notice and cure periods;

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after her/his appointment; or

(e) adopts a plan of complete liquidation of its/his assets in bankruptcy; or

(f) prior to Substantial Completion and so long as it owns the Project, shall cease to exist.

B. The occurrence of any one or more of the following events shall constitute a MRO default by Developer hereunder ("MRO Default"): Developer is in default beyond any applicable grace or cure period for failing to: pay principal and interest on the City Loan; Substantially Complete the Project; pay real estate taxes on the Project; or pay the Contingent Payment.

C. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, other than a City payment obligation for which there shall be no notice or cure period, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

D. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity, except that the City shall not be entitled to pursue an action for specific performance. Notwithstanding anything to the contrary in this Agreement, unless an MRO Default has occurred and is continuing, the City shall not be entitled to suspend, terminate, delay, or modify any of the payments on the MRO or terminate this Agreement as a result of any Default or other failure by Developer. Upon the cure of any such MRO Default on the part of Developer, then, if and to the extent the City suspended any payments of the MRO, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due as outlined in this Agreement.

E. Except as provided in Section D. above, no remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every

other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except the temporary suspension of the MROs, unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 30 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

Notwithstanding the foregoing, Developer shall not be liable for indirect, reliance, consequential, special, exemplary, punitive damages or similar damages that may arise in connection with this Agreement.

F. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

G. In the event that the District or this Agreement is declared by a court of law to be invalid or otherwise unenforceable, the parties agree that, to the extent allowed by Tax Increment Law, the GO Bonds and the MRO payments due Developer may, at either party's election, become a subordinate obligation of District No. 5 as the parties' sole and exclusive remedy, unless as to Developer's remedies, the invalidity or unenforceability is the result of bad faith or willful misconduct on the part of the City.

ARTICLE VIII MISCELLANEOUS

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's construction of the Project and the management and operation of the Project, as applicable.

B. Developer shall maintain or cause to be maintained the following insurance policies (the "Insurance Policies") issued by insurers licensed in the State of Wisconsin, with ratings and in the financial size category as reasonably requested by the City (provided that a Best's Rating of A or reasonable equivalent thereof shall be deemed satisfactory to the City), covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

- i. Following Substantial Completion of the Project, “all risks” property insurance insuring against such risks as are insured against by owners of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting with an extended replacement cost endorsement, if available;
- ii. During the construction of the Project, builder’s risk insurance in form and amounts reasonably satisfactory to the City;
- iii. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by owners of similar projects, and insuring against bodily injury, including personal injury, death and property damage;
- iv. Each Insurance Policy shall require the insurer to provide at least ten (10) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured on all policies of liability insurance except worker’s compensation insurance.

C. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys’ fees, suffered or incurred by the City to the extent resulting from the following: (a) the failure of Developer or its contractors, subcontractors, agents, or employees to comply with any applicable environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto relating to the Project or the presence of any hazardous substances at, in or on the Project in violation of applicable environmental law, rule, regulation or ordinance; (b) claims arising in connection with the Project under the Americans With Disabilities Act (the “ADA”) and any other laws, rules, regulations or ordinances and caused by the failure of the Project to be in compliance with the ADA and such other laws, rules, regulations or ordinances, in each case, as in effect as of the date of the issuance of the building permit for the Project and then only to the extent then applicable to such construction; and (c) the failure by Developer to comply with any term or condition of this Agreement which failure constituted a default that remained uncured beyond any applicable notice and cure period. The foregoing indemnity shall not apply to any claims or damages arising under clauses (a) through (c) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the City or are the responsibility of the City as set forth in Section VIIID. below. The term “hazardous substances” means any flammable explosives, landfill waste, radioactive materials, methane, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances” under any applicable federal or state or local laws or regulations.

D. The City hereby indemnifies, defends, covenants not to sue and holds the Developer harmless from and against all loss, liability, damage and expense, including

attorneys' fees, suffered or incurred by the City to the extent resulting from the failure by the City to comply with any term or condition of this Agreement which failure constituted a default that remained uncured beyond any applicable cure period.

E. Time is of the essence for each and every obligation or agreement contained in this Agreement.

F. All financial reports and financial information (other than the financial information regarding the TIF Improvements) required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City and shall be held and treated as confidential (but only to the extent allowed by law). Any such review shall be paid out of District administrative expenses and shall not be subject to any applicable caps on such expenses contained herein. The Developer warrants and represents to the City the accuracy, in all material respects, of all the financial reports and information, delivered to the City by Developer as of the date of such reports or information. The Developer further represents and warrants to the City that the financial projections provided to the City in connection with Article II.C. and in Exhibit H are substantially similar to the projections provided to its first mortgage lender and the Developer's investors at or prior to the time of this Agreement's execution. During the life of the District, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of property tax assessment valuation, which information shall be maintained in confidence to the extent provided by law.

G. If the Developer or the City is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, material or labor shortages, market or economic conditions, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, lack of timely performance by public utilities or permitting authorities, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

H. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any City Loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit I**.

I. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

J. Until Substantial Completion of the Project, the Mandel Group, Inc., or principals or executives thereof, shall maintain a controlling interest in the Developer, as its Manager or otherwise. This Agreement and the MRO may only be sold together with the Project and Property. However, the Developer and any successor owners of the Property may

collaterally assign this Agreement and the MRO to the Developer's construction lender or to other lenders for the Project. In the event that such construction lender or any other lender forecloses on its collateral and succeeds to ownership of all or a portion of the Property, the City shall fulfill its obligations hereunder provided that such construction lender or other lender assumes in writing all of the obligations of the Developer, if any, hereunder. Any such lender shall have the right to cure any default by the Developer hereunder. After Substantial Completion of the Project, and upon the sale or other conveyance of the Property, or any part thereof, to any entity not affiliated with or controlled by the Mandel Group, Inc., Developer shall be released from its obligations hereunder with respect to such portion of the Property.

K. Intentionally Omitted.

L. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

M. Upon Substantial Completion, the City, upon written request, shall execute and deliver to Developer in format suitable for recording with the Register of Deeds for Milwaukee County, a certificate of completion evidencing Substantial Completion.

N. The form of the MRO shall be as set forth in **Exhibit F**.

O. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect, unless to do so would be inequitable to either party hereto.

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

Q. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**ARTICLE IX
FEES; SURVIVAL OF TERMS**

A. Upon funding of the City Loan, Developer shall pay to the City a loan origination fee equal to Twenty Two Thousand Five Hundred and No/100 US Dollars (\$22,500.00), as well as all of the City's reasonable attorneys fees incurred in connection with the drafting, negotiation and closing of the City Loan, up to but not to exceed \$20,000.

B. If this Agreement has not been terminated, then subject to the survival of certain terms and provisions as provided herein (including without limitation the PILOT provisions) this Agreement shall automatically terminate and be of no further force or effect upon the closing of the District or upon the last to occur of all of the following:

- i. Repayment in full of the GO Bonds.
- ii. Payment in full by Developer to the City of any amounts due the City.
- iii. Payment in full by the City to Developer of the MRO and any sums due pursuant to this Agreement or in connection with a demand or claim that has been made by Developer upon the City in connection with an alleged default in the City's obligations under this Agreement.

C. Upon the occurrence of all of the foregoing, the City agrees to execute and record in the Office of the Register of Deeds for Milwaukee County a memorandum of termination of this Agreement.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER:

VELO VILLAGE APARTMENTS LLC

By: Mandel/Velo Village Apartments LLC

By: _____

Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 201, the
above-named _____, the _____ of Mandel/Velo Village Apartments LLC,
the Manager of Velo Village Apartments LLC, to me known to be the person who executed the
foregoing agreement both individually and on behalf of Velo Village Apartments LLC and by
its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor

Attest: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2019, the above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

Approved as to appropriations:

By: _____
Paul Rotzenberg, Director of Finance and Treasurer

This instrument was drafted by:
Matthew K. Impola, Esq., Bruce A. Keyes, Esq.,
Douglas S. Buck, Esq. and Jesse A. Wesolowski, Esq.

EXHIBIT A
Property Legal Description

EXHIBIT B
Estimated Project Budget

Exhibit C

Form of Loan Agreement

Exhibit D

Form of Note

EXHIBIT E

Mortgage Form

Exhibit B

EXHIBIT F
Form of MRO

EXHIBIT G

Updated Ehlers Projections for the Project

EXHIBIT H

Contingent Payment IRR Calculation Example

EXHIBIT I

Memorandum of Development Agreement

Document Number	Document Title
<p>THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2019, by and between Velo Village Apartments LLC, a Wisconsin limited liability company, and assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").</p>	
<p>WITNESSETH:</p> <p>WHEREAS, Developer and the City entered into that certain Development Agreement dated _____, 2018 ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and</p>	
<p>WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.</p>	
<p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:</p>	
<p>1. PROPERTY. The "Property" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on <u>Exhibit A</u> attached hereto.</p>	
<p>2. TERM. The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.</p>	
<p>Recording Area</p>	
<p>Name and Return Address</p>	
<p>PIN:</p>	

3. **PILOT.** Throughout the life of District No. 7, Developer or its successor owners to all or any portion of the Property will pay (or cause to be paid) all ad valorem property taxes properly assessed by all the overlapping taxing authorities against the Property before such taxes become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property. In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of ninety-nine (99) years thereafter, the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor, subject to the owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes ("PILOT") shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner(s) in the amount of the unpaid payments provided any recoveries are limited to the payment in lieu of taxes amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Article III shall be the personal obligation of the then owner of the exempt portion of the Property. The covenant contained in this Article III shall be deemed to be a covenant running with the land and shall be binding upon the then owners of any portion of the Property. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property. The terms and provision of the Development Agreement related to the PILOT shall be incorporated herein and this Memorandum may be refreshed every thirty (30) years.

4. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

5. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

VELO VILLAGE APARTMENTS LLC

CITY OF FRANKLIN

By: Mandel/Velo Village Apartments LLC
Its Manager

By: _____
Stephen R. Olson, Mayor

By: _____
Barry R. Mandel
Its: Manager

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
 : ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2019, the above-named Barry R. Mandel, the Manager of Mandel/Velo Village Apartments LLC, the Manager of Velo Village Apartments LLC, to me known to be the person who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
 : ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2019, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 7/12/19

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX
INCREMENTAL DISTRICT NO. 7 DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF FRANKLIN AND VELO VILLAGE APARTMENTS LLC (DEVELOPER)
VELO VILLAGE – FRANKLIN, WISCONSIN (PROJECT)

WHEREAS, consistent with the Tax Incremental District No. 7 Project Plan previously approved by the Common Council and the Joint Review Board, the Developer plans on constructing an approximately 265-unit, Class A apartment project, with an estimated total development cost of approximately \$58,000,000 (the "Project"); and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property, and the City finds that the development of the Project and the fulfillment of the terms and conditions of a Development Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC, [in such form and content as annexed hereto] [in such form and content as directed by the Common Council at its meeting on July 16, 2019] [in such form and content as annexed hereto, with the changes as directed by the Common Council at its meeting on July 16, 2019], [subject to technical and/or minor changes which may be approved by the Economic Development Director, the Director of Finance and Treasurer, Special Counsel and the City Attorney], be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 7 Development Agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Agreement in a form in substantial conformance with [Exhibit I] of the Tax Incremental District No. 7 Development Agreement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

RESOLUTION NO. 2019-_____

Page 2

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw JAC</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.1.</i>

Attached are vouchers dated July 2, 2019 through July 11, 2019 Nos. 174289 through Nos. 174463 in the amount of \$ 1,660,311.63. Included in this listing are EFT's Nos. 4060 through Nos. 4068, Library vouchers totaling \$ 1,059.13, Water Utility vouchers totaling \$ 48,226.78 and Property Tax Refunds totaling \$ 129.82.

Early release disbursements dated July 2, 2019 through July 10, 2019 in the amount of \$ 326,993.83 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated July 5, 2019 is \$ 379,778.43 previously estimated at \$ 388,000.00. Payroll deductions dated July 5, 2019 are \$ 204,900.98 previously estimated at \$ 217,000.00.

The estimated payroll for July 19, 2019 is \$ 417,000.00 with estimated deductions and matching payments of \$ 416,000.00.

The estimated payroll for August 2, 2019 is \$ 384,000.00 with estimated deductions and matching payments of \$ 210,000.00.

There were no Property Tax refunds or settlements.

Approval to release the below vouchers once they have been approved for payment.

Dorner Inc	Rawson Drainage	\$378,158.56
General Fire Equip	Squad Equip Installation	\$7,079.65
Geographic Mkting	Jun'19 GIS	\$9,776.87
The Hartford	LTD Premium	\$8,522.64
Lakeside Eng	S 68 th -Loomis-Puetz	\$15,404.45
MADACC	3QTR19 Operating Exp	\$6,866.77
Paragon Dev System	Computers	\$7,140.00
Quarles & Brady	Ballpark Commons Prof'l Svcs	\$5,617.50
Quorum Architects	Roof, HVAC & Fascia	\$21,701.50
R&R Insurance	LWMMI / Workers Comp	\$57,686.00
Tyler Technologies	Assessor Maintenance / Services	<u>\$16,160.00</u>
TOTAL		\$534,113.94

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of July 11, 2019 in the amount of \$ 1,660,311.63 and
- Payroll dated July 5, 2019 in the amount of \$ 379,778.43 and payments of the various payroll deductions in the amount of \$ 204,900.98 plus City matching payments and
- Estimated payroll dated July 19, 2019 in the amount of \$ 417,000.00 and payments of the various payroll deductions in the amount of \$ 416,000.00, plus City matching payments and
- Estimated payroll dated August 2, 2019 in the amount of \$ 384,000.00 and payments of the various payroll deductions in the amount of \$ 210,000.00, plus City matching payments and
- Approval to release payments to miscellaneous vendors in the amount of \$ 534,113.94.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/16/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.
<p>See attached listing from meeting of July 16, 2019.</p> <p>COUNCIL ACTION REQUESTED</p>		



414-425-7500

License Committee

Agenda*

Aldermen's Room

July 16, 2019 – 5:55 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2018-2019 New 6:00 p.m.	Conley, Shannen K S76 W17745 Janesville Rd Muskego, WI 53150 Romey's Place			
Operator 2019-2020 Renewal	Conley, Shannen K S76 W17745 Janesville Rd Muskego, WI 53150 Romey's Place			
Operator 2018-2019 New 6:05 p.m.	Waraxa, Aimee E 2835 S 130 th St New Berlin, WI 53151 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Waraxa, Aimee E 2835 S 130 th St New Berlin, WI 53151 Hideaway Pub & Eatery			
Operator 2019-2020 New	Cazarin Quiroga, Luis A 3733 W Jerelin Dr Franklin, WI 53132 Walgreens #05884			
Operator 2019-2020 New	Dauenhauer, Megan E 411 W Swan Cercle #2914 Oak Creek, WI 53154 Bowery Bar & Grill			
Operator 2019-2020 New	Holytz, Diane M 4204 S Ridgewood Lane Greenfield, WI 53221 Polish Center of Wisconsin			
Operator 2019-2020 New	Hushek, Andrew 5315 W Arizona St Milwaukee, WI 53219 VFW/St Martin's Labor Day			
Operator 2019-2020 New	Jenders, Jennifer A 1085 Tanglewood Ct Brookfield, WI 53005 Chili's Grill & Bar			
Operator 2019-2020 New	Kagerbauer, Justin D N63W23311 Main Street #301 Sussex, WI 53089 Croatian Park			

