

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*

TUESDAY, OCTOBER 15, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayor Announcement – Certificate of Achievement for Serving as a Kayla’s Playground Ambassadors Presented to the Following: Joseph Zolecki, Samatha Lemke, Ashlyn Kucharski, Beverly Garves, Dan Crass, Ellen Crass, Jeffery Steier, Doug Milinovich, Christine Dunn, Kamryn Witkowiak, Luanne McGregor, Mark Laing, Jim Collins, Cindy Knueppel, Marta Cruciani, Fred Knueppel and Joe Collins.
- C. Approval of Minutes:
 - 1. Committee of the Whole Meeting of September 30, 2019.
 - 2. Regular Common Council Meeting of October 1, 2019.
 - 3. Special Common Council Meeting of October 9, 2019.
- D. Hearings:
 - 1. Public Hearing - A proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, applicant, Ronald S. Pesche and Susan Pesche, property owners).
 - 2. Public Hearing - A proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use (William Bodner, Managing Member, Bodner Property Management, LLC, applicant). The property which is the subject of this application bears Tax Key No. 795-9999-008, consisting of approximately 5.723 acres of land.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Engage Ehlers for Dissemination Agent Agreement for Issuer Continuing Disclosure Required Under Securities and Exchange Commission Rule 15c2-12.
 - (b) List of Donations for August/September 2019 to Police, Fire, Health and Parks.
 - (c) The Franklin Police Department Received the Following Donations: \$100 from Robert Jester to be Deposited into the General Police Donation Account and \$5,000

- from Franklin Police Citizen Academy Association to be Deposited into the Police K9 Account.
2. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Properties Located at 8429 and 8459 West Forest Hill Avenue From Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Approximately 13.974 Acres) (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan Pesche, Property Owners).
 3. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Property Generally Located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use (Approximately 5.723 Acres) (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
 4. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land From R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District (Generally Located at South Scepter Drive and West Church Street) (Approximately 5.723 Acres) (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
 5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Five 8-Unit Multi-Family Residential Apartment Buildings (40 Units) Use Upon Property Located at Approximately South Scepter Drive and West Church Street (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
 6. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for TID 4 to Appropriate \$10,000 of Appraiser Professional Services.
 7. A Resolution to Amend Task Order No. 5 and No. 6 of Ruckert & Mielke, Inc.’s Contract for Franklin Corporate Park, Phase 1 Dated November 4, 2014; and Authorize Staff to Obtain and Sign a Contract with Land Appraiser for Land Acquisition Services Related to this Project also a Request to Solicit Sanitary Sewer Equipment Suppliers for Franklin Corporate Park.
 8. An Ordinance to Amend Ordinance 2019-2381, an Ordinance Creating the 2019 Annual Budgets for TID 7 to Provide for Legal Costs in the TID.
 9. Request for Common Council to Repeal and Recreate Chapter 133 of the Municipal Code with the Ordinance Proposed by the Fire Chief, Incorporating Language and Requirements that are Consistent with State Administrative Rules and National Fire Protection Association (NFPA) Codes and Standards.
 10. Request Council Approval of an Agreement for Fire Protection Plan Review and Inspection Services.
 11. A Request for Common Council Action to Survey Property Owners to Extend Watermain Along S. 27th Street and W. Acre Avenue.
 12. A Resolution to Rename the Sewer and Water Operations Center to the “John M. Bennett, PE, Utilities Operation Center” (5550 W. Airways Avenue).
 13. Authorization for the Department of Public Works to Sell Surplus Equipment.
 14. City Hall and Library Fire Alarm and Fire Extinguisher Service and Maintenance Agreement with Starfire Systems Inc.

Common Council Meeting Agenda

October 15, 2019

Page 3

15. Report on the New State Requirement for each Municipality to Develop and Implement a Comprehensive Private Onsite Wastewater Treatment System (POWTS) Maintenance Program.
16. Update on the City Hall Roof, HVAC and Fascia and a Wood Replacement Project, Including Contingent Project Costs.
17. Authorization to Accept a Proposal from MUDTeCH, LLC for Sidewalk Repair (Mudjacking) at City Hall.
18. Authorization to Award an Asbestos Abatement Contract to Integrity Environmental Services, Inc. for an Amount not to Exceed \$8,400 for the Area Comprising of the City Clerk's Office.
19. Authorization to Award a Contract to Stu's Flooring LTD for Carpeting in the City Clerk's Offices for \$13,545 and to C. Coakley Relocation Services for Workstation and Furniture Handling for \$9,450.
20. August 2019 Monthly Financial Report.
21. Authorization for Purchase of BS&A's Water Utility Billing Software Including Executing of the Software Licenses and Services Agreement.

H. Bills.

Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of October 15, 2019.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours
[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

October 27	Trick-or-Treat Observance	4:00 pm. to 7:00 pm.
November 4	Committee of the Whole-if needed	6:30 p.m.
November 5	Common Council Meeting	6:30 p.m.
November 7	Plan Commission Meeting	7:00 p.m.
November 19	Common Council Meeting	6:30 p.m.
November 21	Plan Commission Meeting	7:00 p.m.
November 28 & 29	City Hall Closed for Thanksgiving Holiday	



CITY OF FRANKLIN

Certificate of Achievement

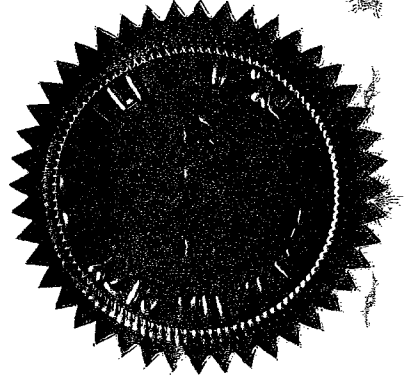
Mayor Stephen R. Olson presents this Certificate of Appreciation to

Jim Collins

Gratefully acknowledging his contribution to the quality of life in the City by serving as a
KAYLA'S PLAYGROUND AMBASSADOR and dedicating 10 hours to the community

And is tendered with the sincere appreciation of the Common Council and your fellow citizens.

Franklin



Stephen R. Olson
STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN

10/15/2019




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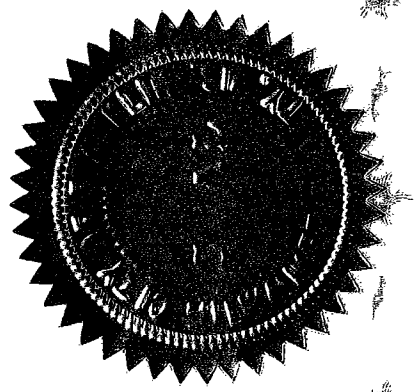
Mayor Stephen R. Olson presents this Certificate of Appreciation to

Joe Collins

Gratefully acknowledging his contribution to the quality of life in the City by serving as a
KAYLA'S PLAYGROUND AMBASSADOR and dedicating 22 hours to the community.

And is tendered with the sincere appreciation of the Common Council and your fellow citizens.

 **Franklin**



10/15/2019


STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



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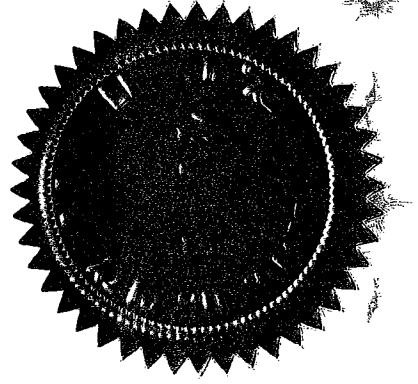
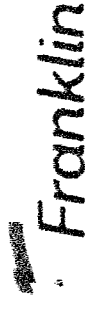


Mayor Stephen R. Olson presents this Certificate of Appreciation to

Dan Crass

Gratefully acknowledging his contribution to the quality of life in the City by serving as a KAYLA'S PLAYGROUND AMBASSADOR and dedicating 2 hours to the community.

And is tendered with the sincere appreciation of the Common Council and your fellow citizens.



10/15/2019

Signature of Stephen R. Olson, Mayor of Franklin.

STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



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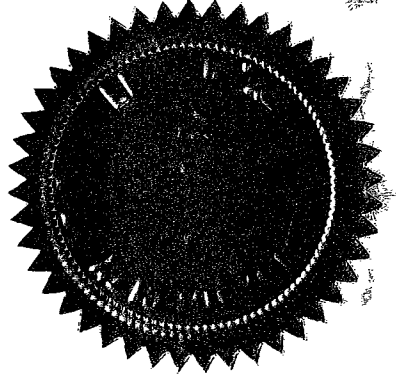
Ellen Crass

Gratefully acknowledging her contribution to the quality of life in the City by serving as a KAYLA'S PLAYGROUND AMBASSADOR and dedicating 2 hours to the community.

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Franklin

10/15/2019



Signature of Stephen R. Olson, Mayor of Franklin, with text: STEPHEN R. OLSON, MAYOR, CITY OF FRANKLIN



CITY OF FRANKLIN

Certificate of Achievement



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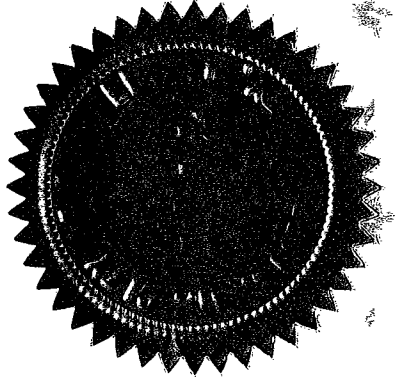
Marta Cruciani

Gratefully acknowledging her contribution to the quality of life in the City by serving as a KAYLA'S PLAYGROUND AMBASSADOR and dedicating 12 hours to the community.

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Stephen R. Olson
STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



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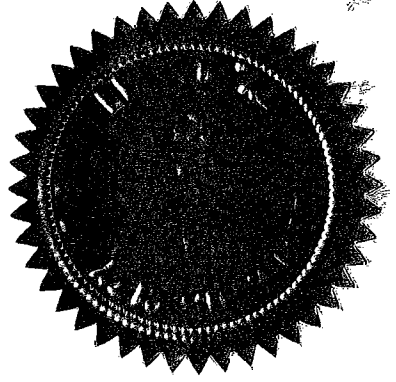
Christine Dunn

Gratefully acknowledging her contribution to the quality of life in the City by serving as a KAYLA'S PLAYGROUND AMBASSADOR and dedicating 8 hours to the community

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Franklin

10/15/2019



Stephen Olson
STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



CITY OF FRANKLIN

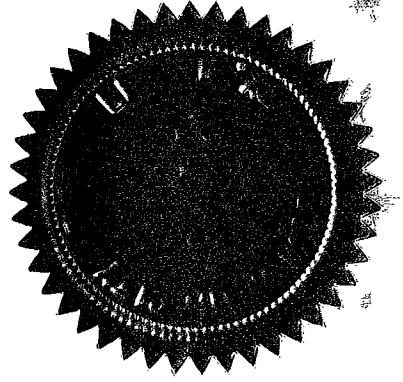
Certificate of Achievement

Mayor Stephen R. Olson presents this Certificate of Appreciation to

Beverly Garves

Gratefully acknowledging her contribution to the quality of life in the City by serving as a
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Stephen R. Olson
STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



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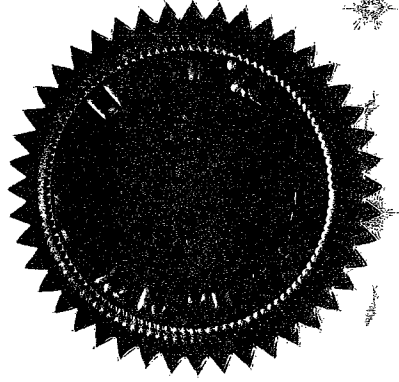
Cindy Knueppel

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Signature of Stephen R. Olson, Mayor of Franklin.

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CITY OF FRANKLIN



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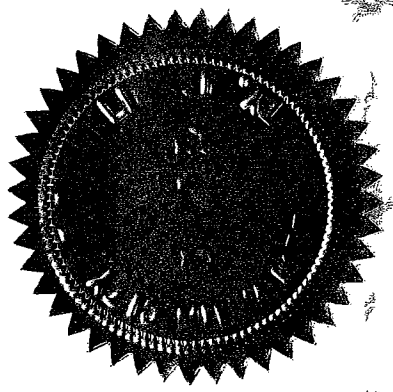
Fred Knueppel

Gratefully acknowledging his contribution to the quality of life in the City by serving as a
KAYLA'S PLAYGROUND AMBASSADOR and dedicating 14 hours to the community.

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Stephen R. Olson
STEPHEN R. OLSON MAYOR
CITY OF FRANKLIN



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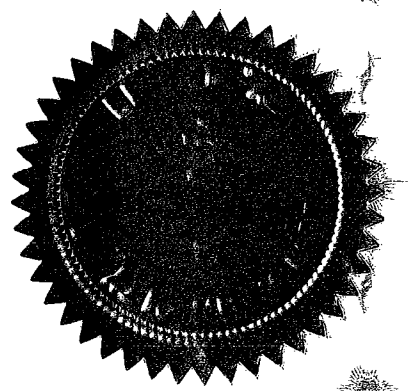
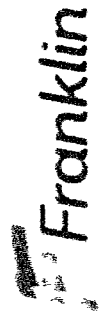


Mayor Stephen R. Olson presents this Certificate of Appreciation to

Ashlyn Kucharski

Gratefully acknowledging her contribution to the quality of life in the City by serving as a
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STEPHEN R. OLSON MAYOR
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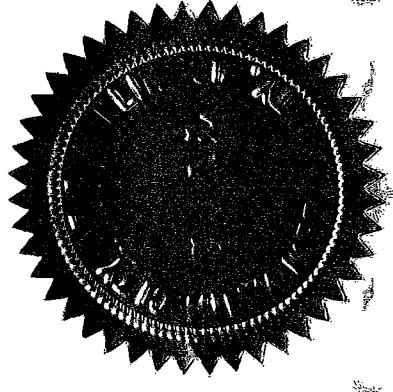
Mayor Stephen R. Olson presents this Certificate of Appreciation to

Mark Laing

Gratefully acknowledging his contribution to the quality of life in the City by serving as a
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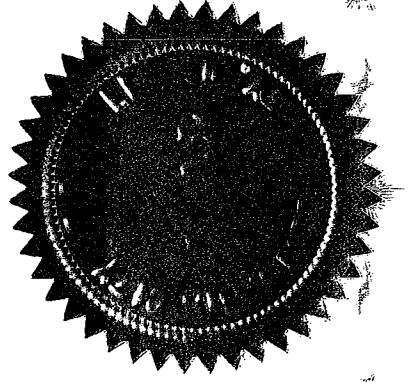


Mayor Stephen R. Olson presents this Certificate of Appreciation to

Samantha Lemke

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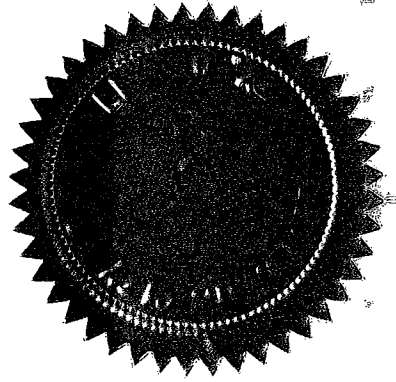
Luanne McGregor

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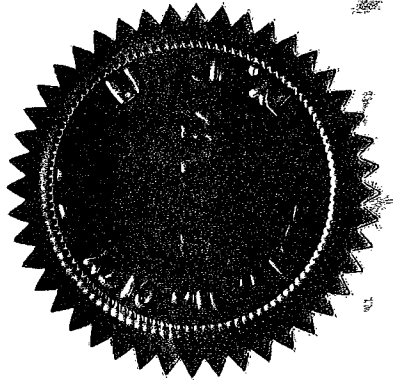
Doug Milinovich

Gratefully acknowledging his contribution to the quality of life in the City by serving as a KAYLA'S PLAYGROUND AMBASSADOR and dedicating 4 hours to the community.

And is tendered with the sincere appreciation of the Common Council and your fellow citizens.

Franklin

10/15/2019



Signature of Stephen R. Olson, Mayor of Franklin.

STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN



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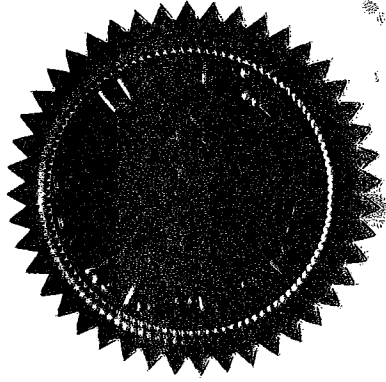
Jeffery Steier

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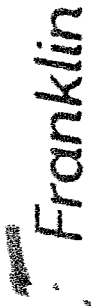


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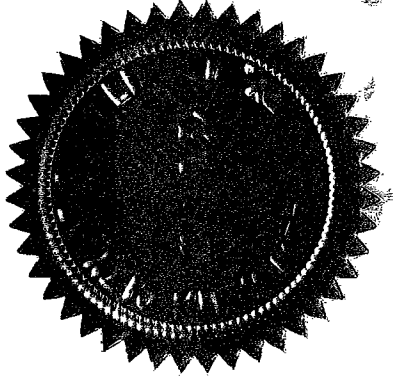
Kamryn Witkowiak

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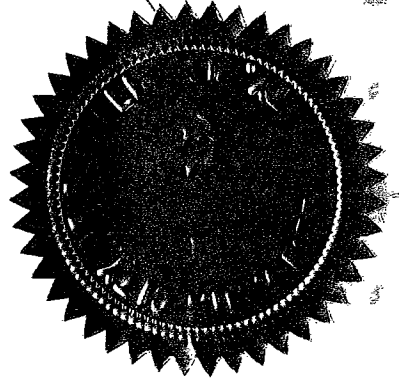


Mayor Stephen R. Olson presents this Certificate of Appreciation to

Joseph Zolecki

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And is tendered with the sincere appreciation of the Common Council and your fellow citizens.



Stephen R. Olson
STEPHEN R. OLSON, MAYOR
CITY OF FRANKLIN

10/15/2019

CITY OF FRANKLIN
COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 30, 2019
MINUTES

ROLL CALL

A. The regular meeting of the Committee of the Whole was held on September 30, 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 (arrived at 6:32 p.m.), Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Finance & Treasurer Paul Rotzenberg, Dir. of Administration Mark Luberdia, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

REVIEW OF
RECOMMENDED
2020 BUDGET

B. Alderman Mayer moved to tentatively amend the Mayor’s recommended 2020 Budget by increasing the Municipal Buildings Department Personnel Services appropriations by \$13,000 in order to eliminate the separation vacancy in the event of a retirement. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Barber moved to tentatively amend the Mayor’s recommended 2020 Budget by authorizing the Director of Finance and Treasurer to adjust the General Fund Restricted Contingency as necessary and appropriate to preserve these emergency appropriations without sacrificing the Expenditure Restraint funding. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Taylor moved to tentatively amend the Mayor’s recommended 2020 Budget by the following:

- 1) Eliminate the funding for three public safety officers from the new General Public Safety Department, listed as Personnel costs of \$344,860 and non-Personnel costs of \$15,000;
- 2) Adding one Police Officer for \$114,500, adding one Battalion Chief for \$143,500, and adding one support position to the Department of Administration for \$89,000; and
- 3) Adding \$29,000 to Police Department Personnel costs to address wage compression and a restructuring of the command staff pay plan by increasing General Fund revenues from property taxes by \$17,000 as per the net new construction allowance.

Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderman Taylor, Alderman Barber and Alderman Nelson voted Aye; Alderman Mayer Abstained. Motion carried.

Alderman Taylor moved to tentatively amend the Mayor’s recommended 2020 Sanitary Sewer Budget by the following:

- 1) Salaries and Benefits reduced by \$10,959 to conform to changes in 2020 Employee benefit program plans;

2) Sewer Improvements decreased by \$84,000 to reflect the capitalization of software; and

3) Increase miscellaneous expenses by \$3,500 for taxes.

Seconded by Alderman Barber. On Roll Call, all voted Aye. Motion carried.

Alderman Wilhelm moved to tentatively amend the Mayor's recommended 2020 Budget to carryover and add \$100,000 for completion of the S. 50th Street improvement project. Seconded by Alderman Taylor. On Roll Call, all voted Aye; motion carried.

ADJOURNMENT

C. Alderman Taylor moved to adjourn the meeting at 8:45 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 1, 2019
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on October 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, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused was Alderman Dan Mayer. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Lubberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and closed at 6:35 p.m.

MINUTES
SEPTEMBER 17, 2019

C. Alderman Dandrea moved to approve the minutes of the regular Common Council Meeting of September 17, 2019 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

2020-2024 LIBRARY
STRATEGIC PLAN

G.1. No action was taken following a presentation of the 2020-2024 Franklin Public Library Strategic Plan presented by Jennifer Loeffel and the Franklin Public Library Board.

2019 CIVIC
CELEBRATIONS
COMMISSION REPORT

G.2. Alderman Taylor moved to accept and place on file the summary from the 2019 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2020 Franklin Civic Celebration event to be held on July 3, 4, 5. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2019-2390
AMEND PARKING
RESTRICTIONS
S. 51 ST. AND W.
DREXEL AVE.

G.3. Alderman Barber moved to adopt Ordinance No. 2019-2390, AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-5 (D) EXTENDING PARKING RESTRICTIONS OF S. 51ST STREET AND W. DREXEL AVENUE. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2019-7549
REVIEW & APPROVAL
OF CONSERVATION
EASEMENT AT 8547 &
8567 S. 76TH ST. (2
MIKE'S LLC,
APPLICANT)

G.4. Alderman Dandrea moved to adopt Resolution No. 2019-7549, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 8547 AND 8567 SOUTH 76TH STREET (2 MIKE'S, LLC), subject to technical corrections by City staff. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2019-7550
DECK AND ACCESSORY
STRUCTURE
6904 S. HARVARD DR.
(CHAD & JENNIFER

G.5. Alderman Barber moved to adopt Resolution No. 2019-7550, A RESOLUTION AUTHORIZING THE INSTALLATION OF A DECK AND ACCESSORY STRUCTURE WITHIN THE "20 FOOT DRAINAGE EASEMENT" PLAT RESTRICTION, UPON LOT 5 IN SERENITY ESTATES SUBDIVISION (6904 SOUTH HARVARD

LARSON, APPLICANTS)

DRIVE) (CHAD E. LARSEN AND JENNIFER L. LARSEN, APPLICANTS). Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2019-7551
APPROVAL OF LAND
COMBINATION FOR
8570 & 8628 S. 116TH ST.
(ROBERT
MONTGOMERY,
APPLICANT)

G.6. Alderman Nelson, seconded by Alderman Dandrea, moved to suspend the regular order of business to allow Ken Skowronski to speak. All voted Aye; motion carried. Alderman Nelson, seconded by Alderman Taylor, moved to suspend the regular order of business to allow Robert Montgomery to speak. All voted Aye; motion carried.

Alderman Nelson moved to adopt Resolution No. 2019-7551, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS 842-995-004 AND 842-9995-002 (8570 SOUTH 116TH STREET AND ADJACENT VACANT PARCEL ABUTTING 8628 SOUTH 116TH STREET) (ROBERT G. MONTGOMERY, APPLICANT). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderman Barber, seconded by Alderman Nelson, moved to return to the regular order of business. All voted Aye; motion carried.

ORD. 2019-2391
UDO, PPD NO. 13 TO
ALLOW FOR PARKING
LOT & SIGNAGE
CHANGES (6701 S. 27TH
ST., WAL-MART)

G.7. Alderwoman Wilhelm moved to adopt Ordinance No. 2019-2391, AN ORDINANCE TO AMEND §15-3.0418 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 13 (WAL-MART/SAM'S WHOLESALE CLUB) TO ALLOW FOR PARKING LOT AND SIGNAGE MODIFICATIONS (6701 SOUTH 27TH STREET). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RELEASE OF LETTER OF
CREDIT, 9201 W.
DREXEL AVE. (AUTUMN
LEAVES CARE
FACILITY)

G.8. Alderman Barber moved to direct Staff to release Letter of Credit No. 16-002 from TCF Commercial Bank dated April 22, 2016, for the development of the Autumn Leaves of Franklin Memory Care Facility located at 9201 W. Drexel Avenue. Seconded by Alderman Dandrea. All voted Aye; motion carried.

AGREEMENT PROF.
POLICE OFFICERS
ASSOC. FOR 2019-2021

G.9. Alderman Barber moved to approve the "Franklin Police Officers Association Tentative Agreements with the City of Franklin" (September 19, 2019) for a 2019-2021 successor labor agreement between the City of Franklin and the Franklin Professional Police Officer Association and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as he determines is necessary. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

COMMITTEE OF THE
WHOLE
RECOMMENDATIONS

- G.10. Alderman Barber moved to amend the Mayor's Recommended 2020 Budget in the Capital Improvement Fund as follows:
- 1) Adding appropriations of \$65,000 for "Cascade Trail," which includes anticipated use of \$46,150 of Impact Fees; and
 - 2) Reducing identical amounts from the "Trails, Bicycle Routes & Linkages" project.

Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Wilhelm moved to amend the Mayor's Recommended 2020 Capital Improvement Budget as follows:

- 1) Create a new approved project appropriation of \$700,000 for the construction of W. Marquette Avenue from S. 49th Street to S. 51st Street;
- 2) Create a transfer into the Capital Improvement Fund (46) for \$600,000 from the Debt Service Fund (51); and
- 3) Reduce the "Marquette Avenue Improvements, 49th Street to Pleasant View" project appropriation by \$100,000 to a new total of \$50,000;

and, further to direct the City Engineer to prepare a Special Assessment Resolution for benefiting properties (with no date included in the motion).

Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Taylor moved to accept all tentative amendments approved at the September 30, 2019 Committee of the Whole meeting as amendments to the Mayor's Recommended 2020 Budget for presentation at the public hearing on the 2020 budget. Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- H.1. Alderman Barber moved to approve the following:
City vouchers with an ending date of October 1, 2019 in the amount of \$1,795,267.32; and payroll dated September 27, 2019 in the amount of \$401,165.68 and payments of the various payroll deductions in the amount of \$500,619.67, plus City matching payments; and estimated payroll dated October 11, 2019 in the amount of \$390,000.00 and payments of the various payroll deductions in the amount of \$213,000.00; plus City matching payments; and Property Tax payments with an ending date of September 26, 2019 in the amount of \$1,128.33 and the release payments to Knight Barry in the amount of \$2,095,252.72 and \$493,200.00 to Selzer-Ornst Construction Company, LLC and the release of payment to Primadata in the amount of \$4,500.00. Seconded by Alderman Dandrea. 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 September 17, 2019:

Grant 2019-2020 Operator licenses to Angelica M Davis, 826 Blake Ave., South Milwaukee, with a warning letter from the City Clerk; Heather Promo, 256 N Moreland Blvd., Waukesha; Jayson L Doepke, 2126 W Forest Home Ave., Milwaukee; Kevin K Kais, 3201 Pleasant View Cir., Caledonia; Ivana Peric, 9257 S 57th St.; and
Grant 2019-2020 Day Care License, subject to satisfactory inspections to Kinder Care Education, LLC, Manager Katelyn Rekowski, 7363 S 27th St.; and
Grant Extraordinary Entertainment & Special Event license to the Arthritis Foundation for the Jingle Bell Run (Leah Delaney) on November 16, 2019 at the Franklin High School, Drexel/Puetz Rd & Oak Leaf Trail.
Seconded by Alderman Nelson. All voted Aye; motion carried.

A recess was held from 7:38 p.m. to 7:43 p.m.

CLOSED SESSION TID 6
DEV. AGREEMENT
STRAUSS
INVESTMENTS

G.11. Alderman Barber moved to enter closed session at 7:44 p.m. pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Straus Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place therefore to act on such matters therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:07 p.m.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 8:07 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
OCTOBER 9, 2019
MINUTES

ROLL CALL

- A. The special meeting of the Common Council was held on October 9, 2019 and called to order at 5:45 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, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor and Alderman John R. Nelson. Excused were Alderman Dan Mayer and Alderman Mike Barber. Also present were Planning Manager Joel Dietl, City Engineer Glen Morrow, Dir. of Economic Development Calli Berg, Dir. of Finance & Treasurer Paul Rotzenberg, Dir. of Administration Mark Lubberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

- B. Citizen comment period was opened at 5:47 p.m. and closed at 5:47 p.m.

AFFIDAVIT OF
CORRECTION OF CSM
NOS. 9167 AND 9042
(BALLPARK COMMONS,
LLC, APPLICANT)

- C. Alderwoman Wilhelm moved to authorize the execution and delivery of an Affidavit of Correction by the Mayor and the City Clerk for the removal of direct access to West Rawson Avenue restrictions set forth upon Certified Survey Map No. 9167 approved on May 7, 2019 by Resolution No. 2019-7489 (CSM for Ballpark Commons Apartments) and set forth upon Certified Survey Map No. 9042 approved on May 1, 2018 by Resolution No. 2018-7374 (CSM, Ballpark Commons, LLC, Applicant). Seconded by Alderman Dandrea. All voted Aye; motion carried.

VELO TO UNDERTAKE
PORTION OF PUBLIC
IMPROVEMENTS WITHIN
TIDS 5 AND 7

- D. Alderman Dandrea moved that the previously approved amendment to the Tax Increment Finance District 5 Development Agreement be modified so that, if necessary for the Velo Apartment project's timely completion, Velo Village Apartments, LLC be allowed to undertake identified public improvements and the City be allowed to make payments to Velo Village Apartments, LLC for such improvements and, in such event, all amounts paid to Velo Village Apartments, LLC will be credited against amounts due BPC Master Developer, LLC. Seconded by Alderman Taylor. All voted Aye; motion carried.

SUBORDINATION OF
CITY'S PAYMENT
RIGHTS
VELO VILLAGE APTS.
LLC

- E. Alderman Dandrea moved that the City subordinate its payment rights under Article II, I of the previously approved Development Agreement, to Velo Village Apartments, LLC's lender such that, in the event of a default under the City's \$4,500,000 loan, increment will be used to pay the MRO prior to making payments on the City's \$4,500,000 loan. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- F. Alderman Taylor moved to adjourn the special meeting at 5:57 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, October 15, 2019, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding a proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, applicant, Ronald S. Pesche and Susan Pesche, property owners). The properties which are the subject of this application currently bear Tax Key Nos. 839-9990-000 and 839-9991-004, and are more particularly described as follows:

Being all of Parcel 1 of Certified Survey Map #5979 and part of the Northeast 1/4 of the Southwest 1/4, all located in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East; Thence N 00°31'53" W along the East line of the Southwest 1/4 of said Section 16, 1325.08 feet to the Northeast corner of Lake Pointe Estates of Franklin, the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and the point of beginning (POB) of the parcel to be described; Thence S 88°28'56" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and along the North line of said Lake Pointe Estates of Franklin, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map #5979; Thence N 00°31'53" W along the East line of said Parcel 2, 688.96 feet to the Southeast corner of Parcel 1 of Certified Survey Map #5979; Thence S 88°28'56" W along the South line of said Parcel 1, 329.87 feet to the Southwest corner thereof; Thence N 00°32'02" W along the West line of Parcel 1 of said Certified Survey Map #5979, 465.95 feet to the Northwest corner thereof; Thence N 88°31'02" E along the North line of said Parcel 1, 225.02 feet; Thence N 00°32'30" W along the North line of said Parcel 1, 170.15 feet to the North line of the Southwest 1/4 of said Section 16; Thence N 88°27'46" E along the North line of the Southwest 1/4 of said Section 16, 434.90 feet to the Center 1/4 of said Section 16; Thence S 00°31'53" E along the East line of the Southwest 1/4 of said Section 16, 1325.07 feet to the point of beginning. Containing: 608,690 Square Feet, 13.974 Acres.

A map showing the property affected may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft ordinance is also available and open for inspection by the public at the Franklin Public Library, 9151 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. In addition, the draft ordinance is available for review at

www.franklinwi.gov. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Joel Dietl, City of Franklin Planning Manager, at 414-425-4024.

Dated this 4th day of September, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class I

Please publish: 9-11-2019

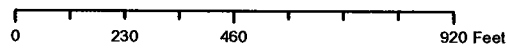


8429 & 8459 W. Forest Hill Ave.

TKNs: 839 9990 000 & 839 9991 004



Planning Department
(414) 425-4024



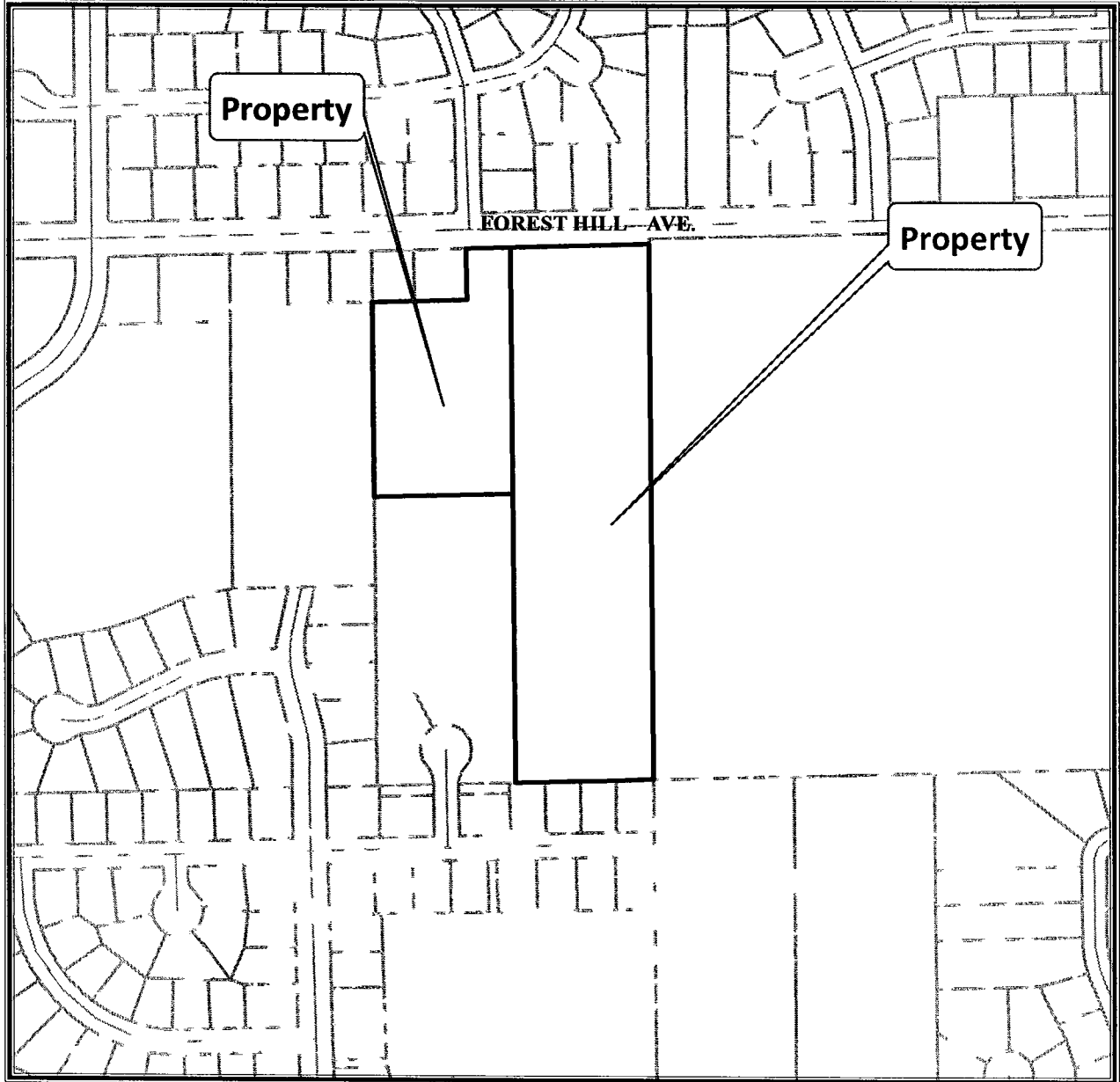
2017 Aerial Photo

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.

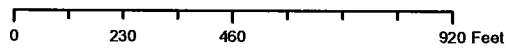


8429 & 8459 W. Forest Hill Ave.

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Planning Department
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CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

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Dated this 4th day of September, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class I

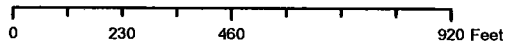
Please publish: 9-11-2019



TKN: 795 9999 008



Planning Department
(414) 425-4024

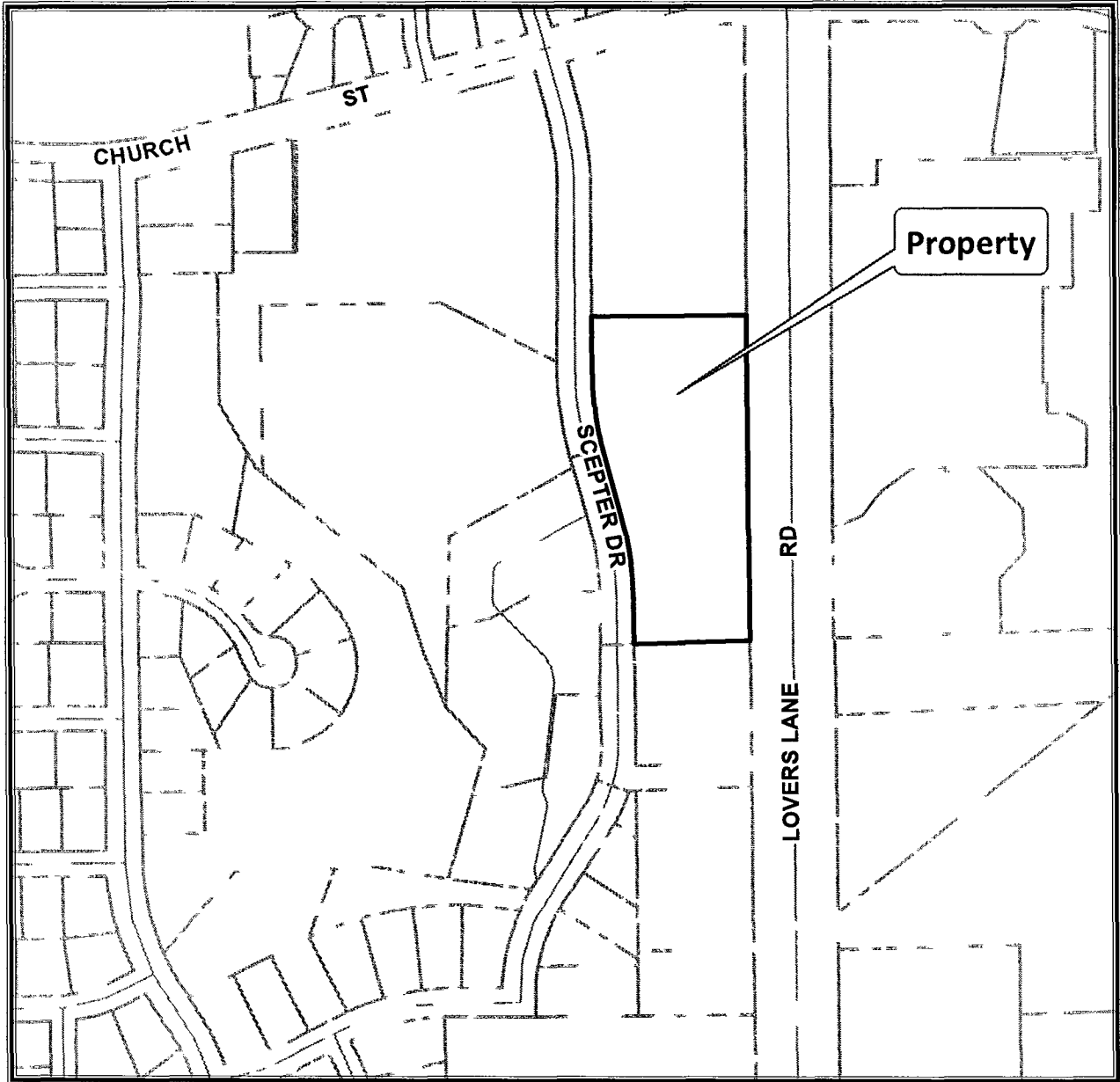


2017 Aerial Photo

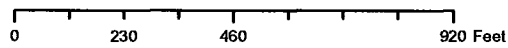
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TKN: 795 9999 008



Planning Department
(414) 425-4024



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2017 Aerial Photo

<p>APPROVAL <i>Slw Pd</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Oct 15, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Engage Ehlers for Dissemination Agent Agreement for Issuer Continuing Disclosure Required Under Securities and Exchange Commission Rule 15c2-12</p>	<p>ITEM NUMBER <i>G.I.(a)</i></p>

Background

When the City issues debt that is sold in the market place, the debt sale includes a Continuing Disclosure Agreement. That Agreement obligates the City to make certain financial disclosures within certain time frames to the market place.

In January 2015, the Common Council authorized the engagement of Ehlers & Associates as Dissemination Agent for Issuer Continuing Disclosure Required under Securities and Exchange Commission rule 15c2-12. That engagement terminates on December 31, 2019.

The Ehler's agreement requires Ehlers to cause required financial information disclosures to be made timely and in compliance with the Continuing Disclosure Agreements included with Debt Sales.

Analysis

The Agreement has automatic annual renewal terms effective January 1 each year, unless 60 day notice is provided by either party.

Options

Engage Ehlers to provide the Continuing Disclosure services to the City for the several debt issues the City has outstanding.

OR

Take such other action as the Council deems appropriate.

Recommendation

Staff reviewed the Agreement renewal options with the Finance Committee at the Sept 24, 2019 meeting, and the Finance Committee recommends engaging Ehlers for 2020

Fiscal Impact

The \$3,800 cost of the Service Agreement is included in the 2020 budget request, and was guaranteed until Dec 31, 2019.

COUNCIL ACTION REQUESTED

Motion directing staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2020 Required under Securities and Exchange Commission Rule 15c2-12



September 19, 2019

Paul Rotzenberg
Director of Finance & Treasurer
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Re. Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the "Rule")

As an issuer of municipal securities, the City ("Issuer") is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDUs that vary significantly from one CDU to another. Ehlers & Associates, Inc ("Ehlers") can help you comply with all CDU obligations as Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the "Initial Term"). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an "Additional Term"). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the "Term".

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements under each respective CDU, and within the applicable timeframe(s) ("Disclosure Information"). With respect to Issuer's obligation to report the occurrence of any event for which a material event notice ("Event Notice") is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer's receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is

not disseminated to the appropriate party within the applicable timeframe(s) Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties

This Letter covers the Issuer's current outstanding securities The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further

Sincerely,

Ehlers



Dawn Gunderson-Schiel
Senior Municipal Advisor

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below

By _____ Title _____
Name _____ Date _____

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By _____ Title _____
Name _____ Date _____

APPENDIX A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.

- e Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto
- f Delivering a copy of any report or notice submitted in accordance with (e above) to Issuer for its records, as well as confirmations of receipt of filing(s)
- g Respond to Underwriter/Investor inquiries and requests
- h Providing recommendations to Issuer relating to future continuing disclosure related matters

Event Notices

- a Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices
- b Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice
- c Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice

Description of Fees

Full Disclosure Services fees shall be assessed as follows

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus any out of pocket expenses

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed

Limited Disclosure Services.

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows

Annual Filings

- a Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data
- c Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto
- d Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e Respond to Underwriter/Investor inquires and requests
- f Providing recommendations to Issuer relating to future continuing disclosure related matters

Event Notices

- a Informing Issuer of the types of events that may require the filing of an "Event Notice"
- b Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date

APPENDIX B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material
- Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

APPROVAL <i>Slw</i> <i>fdk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 15, 2019
REPORTS & RECOMMENDATIONS	List of Donations for Aug/Sept 2019 to Police, Fire, Health, and Parks	ITEM NUMBER <i>G.I.(b)</i>

Background

Various residents and business contribute to City activities to assist the Police, Fire, Health, and Parks. Attached is a list of donors who contributed during August & July, 2019.

COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received during August & September, 2019 to the Police, Fire, Health, and Parks.

City of Franklin, WI
Donations
Aug 1, 2019 to Sept 30, 2019

Date	Description	Reference #	Credits
Fund 28 - Donations Fund			
28-0000-4741 DONATIONS - OTHER POLICE-7040/1041			
08/30/2019	TROMP, MELISSA	147845	10 00
09/30/2019	JESTER, ROBERT	148493	100 00
28-0000-4744 DONATIONS-HEALTH DEPT-1049			
08/08/2019	FRANKLIN LIONESSE CLUB	147218	150 00
28-0000-4746 DONATN-FireSafetySchools-7087/1066			
08/05/2019	FRANKLIN LIONESSE CLUB	147074	150 00
28-0521-4730.9821 Kayla Playgd Ambassador-DONATION-Cash			
08/16/2019	ENTHUSIAST APPROVED LLC	147452	123 22
28-0551-4747.9820 DONATN-KAYLA PLAYGRD-1047-FrklinWoods			
08/26/2019	SZYCHLINSKI, DAVID	147691	40 00
09/06/2019	JOHNSON, MEAGAN	147981	40 00
TOTAL FOR FUND 28 DONATIONS FUND			\$ 613.22

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>10/15/2019</i></p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>FRANKLIN POLICE DEPARTMENT DONATIONS</p>	<p>ITEM NUMBER</p> <p><i>G.I.(a)</i></p>

The Franklin Police Department received the following donations:

POLICE DONATIONS - GENERAL

09/30/19	Robert Jester	\$100 00
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POLICE DONATIONS - K9

10/02/19	Franklin Police Citizen Academy Association	\$5000.00
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COUNCIL ACTION REQUESTED

Respectfully request that these donations be approved for deposit into their respective Donation account.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/15/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSITUTIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS)</p>	<p>ITEM NUMBER</p> <p><i>G.2,</i></p>

At the October 3, 2019 meeting of the Plan Commission, the subject item was continued to the November 7, 2019 Plan Commission meeting, as requested by the applicant. No action taken.

COUNCIL ACTION REQUESTED

To continue this item to the November 7, 2019 Plan Commission meeting and November 19, 2019 Common Council meeting.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-10-19]

ORDINANCE NO. 2019-____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN
2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459
WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF
NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE AND
AREAS OF NATURAL RESOURCE FEATURES USE
(APPROXIMATELY 13.974 ACRES)
(FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE
AND SUSAN D. PESCHE, PROPERTY OWNERS)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Franklin Public Schools has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on October 3, 2019, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on October 15, 2019; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features

Use to Institutional Use and Areas of Natural Resource Features Use. Such property is more particularly described within Resolution No. 2019 _____ of even-date herewith.

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

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

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

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

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2019-_____

A RESOLUTION RECOMMENDING THE ADOPTION OF AN
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES
LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM
RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE
FEATURES USE TO INSTITUTIONAL USE AND AREAS OF NATURAL
RESOURCE FEATURES USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Franklin Public Schools (Ronald S. Pesche and Susan D. Pesche, property owners) having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use, such properties bearing Tax Key Nos. 839-9990-000 and 839-9991-004, more particularly described as follows:

Being all of Parcel 1 of Certified Survey Map #5979 and part of the Northeast 1/4 of the Southwest 1/4, all located in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East; Thence N 00°31'53" W along the East line of the Southwest 1/4 of said Section 16, 1325.08 feet to the Northeast corner of Lake Pointe Estates of Franklin, the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and the point of beginning (POB) of the parcel to be described; Thence S 88°28'56" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and along the North line of said Lake Pointe Estates of Franklin, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map #5979; Thence N 00°31'53" W along the East line of said Parcel 2, 688.96 feet to the Southeast

corner of Parcel 1 of Certified Survey Map #5979; Thence S 88°28'56" W along the South line of said Parcel 1, 329.87 feet to the Southwest corner thereof; Thence N 00°32'02" W along the West line of Parcel 1 of said Certified Survey Map #5979, 465.95 feet to the Northwest corner thereof; Thence N 88°31'02" E along the North line of said Parcel 1, 225.02 feet; Thence N 00°32'30" W along the North line of said Parcel 1, 170.15 feet to the North line of the Southwest 1/4 of said Section 16; Thence N 88°27'46" E along the North line of the Southwest 1/4 of said Section 16, 434.90 feet to the Center 1/4 of said Section 16; Thence S 00°31'53" E along the East line of the Southwest 1/4 of said Section 16, 1325.07 feet to the point of beginning. Containing: 608,690 Square Feet, 13.974 Acres, and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on October 3, 2019, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2019.

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

APPROVED:

Stephen R. Olson, Chairman

RESOLUTION NO. 2019 - _____

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ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/19</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY GENERALLY LOCATED AT SOUTH SCEPTER DRIVE AND WEST CHURCH STREET FROM MIXED USE TO RESIDENTIAL – MULTI-FAMILY USE (APPROXIMATELY 5.723 ACRES) (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.3.</i></p>

At the October 3, 2019 meeting of the Plan Commission the following action was approved: a motion to approve a Resolution recommending the adoption of an Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for property generally located at South Scepter Drive and West Church Street from mixed use to residential – multi-family use, pursuant to Wis. Stat. § 66.1001(4)(b).

COUNCIL ACTION REQUESTED

A motion to approve ordinance 2019-_____, to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for property generally located at South Scepter Drive and West Church Street from mixed use to residential – multi-family use (approximately 5.723 acres) (William Bodner, managing member, Bodner Property Management, LLC, applicant)

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY GENERALLY
LOCATED AT SOUTH SCEPTER DRIVE AND WEST CHURCH STREET FROM
MIXED USE TO RESIDENTIAL – MULTI-FAMILY USE
(APPROXIMATELY 5.723 ACRES)
(WILLIAM BODNER, MANAGING MEMBER,
BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, William Bodner, Managing Member, Bodner Property Management, LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on October 3, 2019, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on October 15, 2019; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use. Such property is more particularly described within Resolution No. 2019 _____ of even-date herewith.

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

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

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

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

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2019-019

A RESOLUTION RECOMMENDING THE ADOPTION OF AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY GENERALLY LOCATED AT SOUTH SCEPTER DRIVE AND WEST CHURCH STREET FROM MIXED USE TO RESIDENTIAL – MULTI-FAMILY USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, William Bodner, Managing Member, Bodner Property Management, LLC having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use, such property bearing Tax Key No. 795-9999-008, more particularly described as follows:

All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 8; Thence South 88°13'55" West along the South line of said 1/4 Section, 375.00 feet; Thence North 00°26'18" West 101.17 feet to a point of curve; Thence Northwesterly 224.40 feet along the arc of said curve, whose center lies to the West with a radius of 831.91 feet and a chord bearing North 08°09'56.5" West 223.72 feet; Thence North 15°53'35" West 152.00 feet to a point of a curve; Thence Northwesterly 196.72 feet along the arc of said curve, whose center lies to the East with a radius of 720.00 feet a chord bearing North 08°03'57" West 196.10 feet; Thence North 00°14'19" West 107.85 feet; Thence North 89°45'41" East 473.80 feet to the East line of said Southwest 1/4 Section. Thence South 00°14'19" East along the East line of said Southwest 1/4 section 761.22 feet to the point of beginning, except the East 100 feet thereof; and

WHEREAS, the Plan Commission having determined that the proposed amendment,

RESOLUTION NO. 2019 -019

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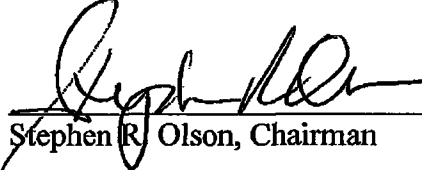
in form and content as presented to the Commission on October 3, 2019, in conjunction with an application to rezone the subject property as is more particularly described within the ordinance draft presented to the Commission for such purpose, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential – Multi-Family Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this 3rd day of October, 2019.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 3rd day of October, 2019.

APPROVED:



Stephen R. Olson, Chairman

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 4 NOES 0 ABSENT 2 (Fowler, Hogan)

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/19</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (GENERALLY LOCATED AT SOUTH SCEPTER DRIVE AND WEST CHURCH STREET) (APPROXIMATELY 5.723 ACRES) (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

At the October 3, 2019 meeting of the Plan Commission the following action was approved: a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-family Residence District to R-8 Multiple-family Residence District (generally located at South Scepter Drive and West Church Street) (approximately 5.723 acres).

COUNCIL ACTION REQUESTED

A motion to approve ordinance 2019-_____, to amend the Unified Development Ordinance (zoning map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-family Residence District to R-8 Multiple-family Residence District (generally located at South Scepter Drive and West Church Street) (approximately 5.723 acres). (William Bodner, managing member, Bodner Property Management, LLC, applicant)

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE
DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT
(GENERALLY LOCATED AT SOUTH SCEPTER DRIVE
AND WEST CHURCH STREET)
(APPROXIMATELY 5.723 ACRES)
(WILLIAM BODNER, MANAGING MEMBER, BODNER
PROPERTY MANAGEMENT, LLC, APPLICANT)

WHEREAS, William Bodner, Managing Member, Bodner Property Management, LLC having petitioned for the rezoning of a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District, such land being generally located at South Scepter Drive and West Church Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 3rd day of October, 2019, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District:

All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner

of the Southwest 1/4 of said Section 8; Thence South 88°13'55" West along the South line of said 1/4 Section, 375.00 feet; Thence North 00°26'18" West 101.17 feet to a point of curve; Thence Northwesterly 224.40 feet along the arc of said curve, whose center lies to the West with a radius of 831.91 feet and a chord bearing North 08°09'56.5" West 223.72 feet; Thence North 15°53'35" West 152.00 feet to a point of a curve; Thence Northwesterly 196.72 feet along the arc of said curve, whose center lies to the East with a radius of 720.00 feet a chord bearing North 08°03'57" West 196.10 feet; Thence North 00°14'19" West 107.85 feet; Thence North 89°45'41" East 473.80 feet to the East line of said Southwest 1/4 Section. Thence South 00°14'19" East along the East line of said Southwest 1/4 section 761.22 feet to the point of beginning, except the East 100 feet thereof. Tax Key No. 795-9999-008.

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

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/19
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)	ITEM NUMBER <i>G. 5.</i>

At the October 3, 2019 meeting of the Plan Commission the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street.

At the said meeting of the Plan Commission, three (3) of staff's suggestions and one landscape plan change were added as conditions of approval. These suggestions have been added to the draft special use resolution as conditions No. 11, 12, 13 and 14.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2019-_____, imposing conditions and restrictions for the approval of a Special Use for a five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street. (William Bodner, managing member, Bodner Property Management, LLC, applicant)

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A FIVE 8-UNIT
MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS)
USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH
SCEPTER DRIVE AND WEST CHURCH STREET
(WILLIAM BODNER, MANAGING MEMBER, BODNER
PROPERTY MANAGEMENT, LLC, APPLICANT)

WHEREAS, William Bodner, Managing Member, Bodner Property Management, LLC having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District [concurrent application to rezone property from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District], to allow for the development of a five 8-unit multi-family residential apartment buildings (40 units) use, upon property located at approximately South Scepter Drive and West Church Street, bearing Tax Key No. 795-9999-008, more particularly described as follows:

All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 8; Thence South 88°13'55" West along the South line of said 1/4 Section, 375.00 feet; Thence North 00°26'18" West 101.17 feet to a point of curve; Thence Northwesterly 224.40 feet along the arc of said curve, whose center lies to the West with a radius of 831.91 feet and a chord bearing North 08°09'56.5" West 223.72 feet; Thence North 15°53'35" West 152.00 feet to a point of a curve; Thence Northwesterly 196.72 feet along the arc of said curve, whose center lies to the East with a radius of 720.00 feet a chord bearing North 08°03'57" West 196.10 feet; Thence North 00°14'19" West 107.85 feet; Thence North 89°45'41" East 473.80 feet to the East line of said Southwest 1/4 Section. Thence South 00°14'19" East along the East line of said Southwest 1/4 section 761.22 feet to the point of beginning, except the East 100 feet thereof; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 3rd day of October, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 2

harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of William Bodner, Managing Member, Bodner Property Management, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by William Bodner, Managing Member, Bodner Property Management, LLC, successors and assigns, for the five 8-unit multi-family residential apartment buildings (40 units) use, under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density upon the property, which shall be developed in substantial compliance with, and operated and maintained by William Bodner, Managing Member, Bodner Property Management, LLC, pursuant to those plans dated September 5, 2019, and annexed hereto and incorporated herein as Exhibit A.
2. William Bodner, Managing Member, Bodner Property Management, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the William Bodner, Managing Member, Bodner Property Management, LLC five 8-unit multi-family residential apartment buildings (40 units) development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon William Bodner, Managing Member, Bodner Property Management, LLC, and the five 8-unit multi-family

residential apartment buildings (40 units) use under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density, for the property located at approximately South Scepter Drive and West Church Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. The applicant shall prepare a Conservation Easement for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.
5. The applicant shall prepare a Landscape Bufferyard Easement for staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office prior to issuance of a Building Permit. Alternatively, the Bufferyard Easement could be incorporated into the Conservation Easement, and the Conservation Easement revised accordingly.
6. The applicant shall submit a separate Sign Review application to the Department of City Development for review and approval, shall obtain a Sign Permit from the Inspection Department, and shall verify that the proposed entry sign is located outside any vision triangle and easements pursuant to Section 15-5.0201 of the Unified Development Ordinance, prior to installation.
7. The applicant shall submit a revised Landscape Plan for Department of City Development review and approval that meets all requirements of Sections 15-5.0302 and 15-5.0303 of the UDO, and provides a 2-year planting guaranty prior to issuance of a Building Permit.
8. The applicant shall submit easements for the depicted utilities and storm drainage ponds for review by the Engineering Department, approval by the Common Council, and recording with the Milwaukee County Register of Deeds Office prior to the issuance of building permits.
9. The applicant shall obtain final approval of grading, erosion control, storm water management, and utilities by the Engineering Department prior to any land disturbance activities.
10. The applicant shall install a pedestrian crosswalk from one of the development’s proposed driveways to the existing sidewalk on the west side of Scepter Drive.

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

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11. The applicant shall add light poles within the off-street parking areas, subject to Department of City Development staff approval, prior to the issuance of building permits.
12. The applicant shall revise the site plan to add a sidewalk on the east side of Scepter Drive, said sidewalk should be connected to the proposed development. Subject to approval by the Departments of Engineering and City Development, prior to the issuance of building permits.
13. The applicant shall revise the architectural elevations to include: a third principal building color (either to the brick work or to the siding) for all buildings; and that two of the buildings not repeat the same façade treatments as the other three buildings (i.e. incorporate greater variation in the type, color, and distribution of the building materials and façade treatments). Subject to Department of City Development staff approval, prior to the issuance of building permits.
14. The applicant shall revise the landscape plan to remove and replace the barberry shrubs, subject to Department of City Development staff approval, prior to the issuance of building permits.

BE IT FURTHER RESOLVED, that in the event William Bodner, Managing Member, Bodner Property Management, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 5

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution 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.

APPROVED:

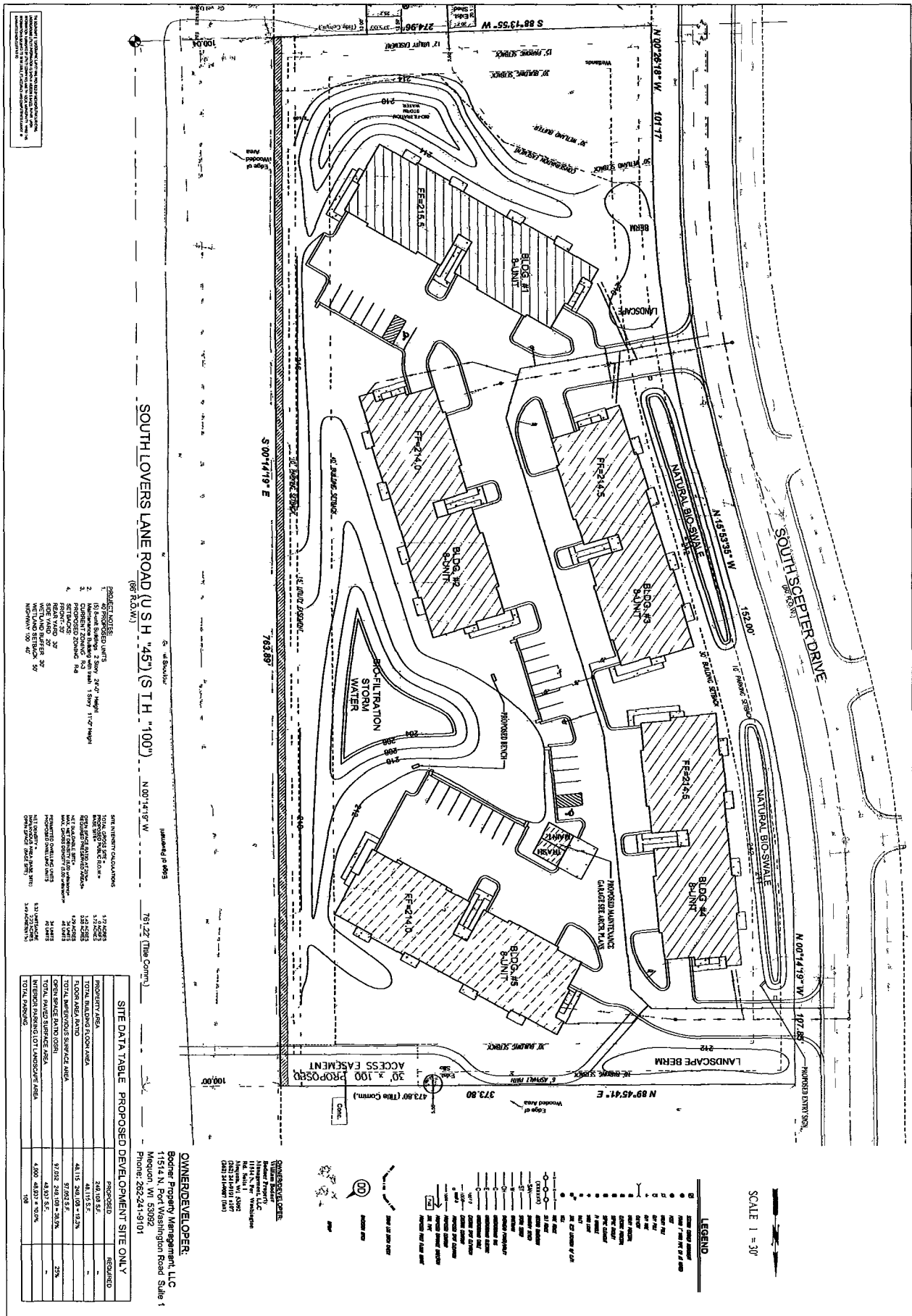
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A



- PROJECT NOTES:**
1. ALL PROPOSED UTILITIES TO BE SHOWN AS DASHED LINES.
 2. ALL EXISTING UTILITIES TO BE SHOWN AS SOLID LINES.
 3. ALL EXISTING UTILITIES TO BE SHOWN AS DASHED LINES WITH "X" MARKS.
 4. ALL EXISTING UTILITIES TO BE SHOWN AS DASHED LINES WITH "X" MARKS.

- WETLAND REGULATIONS:**
- 1. WETLANDS TO BE AVOIDED.
 - 2. WETLANDS TO BE AVOIDED.
 - 3. WETLANDS TO BE AVOIDED.
 - 4. WETLANDS TO BE AVOIDED.

SITE DATA TABLE PROPOSED DEVELOPMENT SITE ONLY	
PROPERTY AREA	PROPOSED
TOTAL BUILDING FLOOR AREA	44,115 S.F.
FLOOR AREA ABOVE	44,115 S.F. (100%)
TOTAL IMPERVIOUS SURFACE AREA	97,230 S.F. (22%)
OPEN PAVED DRIVEWAY AREA	4,800 S.F. (1%)
INTERIOR PAVING LOT/LANDSCAPE AREA	100 S.F. (0%)
TOTAL PAVING	100 S.F. (0%)

OWNER/DEVELOPER:
 Bodner Property Management, LLC
 11514 N. Port Washington Road, Suite 1
 Mequon, WI 53092
 Phone: 262-241-9101

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KNOLLWOOD LEGACY APARTMENTS
 CITY OF FRANKLIN, WI

SITE PLAN

ELLENA ENGINEERING CONSULTANTS LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Plym Parkway Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellenaa@elceng.com

DATE	DESCRIPTION

MARK & KENNEDY ENGINEERS
 11514 N. Port Washington Road, Suite 1
 Mequon, WI 53092
 Phone: 262-241-9101

SHEET NUMBER
 C200

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A FIVE 8-UNIT
MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS)
USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH
SCEPTER DRIVE AND WEST CHURCH STREET
(WILLIAM BODNER, MANAGING MEMBER, BODNER
PROPERTY MANAGEMENT, LLC, APPLICANT)

WHEREAS, William Bodner, Managing Member, Bodner Property Management, LLC having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District [concurrent application to rezone property from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District], to allow for the development of a five 8-unit multi-family residential apartment buildings (40 units) use, upon property located at approximately South Scepter Drive and West Church Street, bearing Tax Key No. 795-9999-008, more particularly described as follows:

All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 8; Thence South 88°13'55" West along the South line of said 1/4 Section, 375.00 feet; Thence North 00°26'18" West 101.17 feet to a point of curve; Thence Northwesterly 224.40 feet along the arc of said curve, whose center lies to the West with a radius of 831.91 feet and a chord bearing North 08°09'56.5" West 223.72 feet; Thence North 15°53'35" West 152.00 feet to a point of a curve; Thence Northwesterly 196.72 feet along the arc of said curve, whose center lies to the East with a radius of 720.00 feet a chord bearing North 08°03'57" West 196.10 feet; Thence North 00°14'19" West 107.85 feet; Thence North 89°45'41" East 473.80 feet to the East line of said Southwest 1/4 Section. Thence South 00°14'19" East along the East line of said Southwest 1/4 section 761.22 feet to the point of beginning, except the East 100 feet thereof; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 3rd day of October, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
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harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of William Bodner, Managing Member, Bodner Property Management, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by William Bodner, Managing Member, Bodner Property Management, LLC, successors and assigns, for the five 8-unit multi-family residential apartment buildings (40 units) use, under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density upon the property, which shall be developed in substantial compliance with, and operated and maintained by William Bodner, Managing Member, Bodner Property Management, LLC, pursuant to those plans dated September 5, 2019, and annexed hereto and incorporated herein as Exhibit A.
2. William Bodner, Managing Member, Bodner Property Management, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the William Bodner, Managing Member, Bodner Property Management, LLC five 8-unit multi-family residential apartment buildings (40 units) development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon William Bodner, Managing Member, Bodner Property Management, LLC, and the five 8-unit multi-family

- residential apartment buildings (40 units) use under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density, for the property located at approximately South Scepter Drive and West Church Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant shall prepare a Conservation Easement for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.
 5. The applicant shall prepare a Landscape Bufferyard Easement for staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office prior to issuance of a Building Permit. Alternatively, the Bufferyard Easement could be incorporated into the Conservation Easement, and the Conservation Easement revised accordingly.
 6. The applicant shall submit a separate Sign Review application to the Department of City Development for review and approval, shall obtain a Sign Permit from the Inspection Department, and shall verify that the proposed entry sign is located outside any vision triangle and easements pursuant to Section 15-5.0201 of the Unified Development Ordinance, prior to installation.
 7. The applicant shall submit a revised Landscape Plan for Department of City Development review and approval that meets all requirements of Sections 15-5.0302 and 15-5.0303 of the UDO, and provides a 2-year planting guaranty prior to issuance of a Building Permit.
 8. The applicant shall submit easements for the depicted utilities and storm drainage ponds for review by the Engineering Department, approval by the Common Council, and recording with the Milwaukee County Register of Deeds Office prior to the issuance of building permits.
 9. The applicant shall obtain final approval of grading, erosion control, storm water management, and utilities by the Engineering Department prior to any land disturbance activities.
 10. The applicant shall install a pedestrian crosswalk from one of the development’s proposed driveways to the existing sidewalk on the west side of Scepter Drive.

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

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BE IT FURTHER RESOLVED, that in the event William Bodner, Managing Member, Bodner Property Management, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution 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.

WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT,
LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 5

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Oct 15, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TID4 TO APPROPRIATE \$10,000 OF APPRAISER PROFESSIONAL SERVICES</p>	<p>ITEM NUMBER <i>G.6.</i></p>

Background

The Common Council adopted a 2019 Budget for TID4 with Ordinance 2018-2345. That Budget did not include any provision for professional fees to appraise land for potential purchase.

The City Engineer and Economic Development Director are proposing to engage an appraiser to evaluate land in Area D to be acquired for right of way for infrastructure construction.

Analysis

There are un-used professional service fees in other activities which could be repurposed for the appraisal services.

Recommendation

There are \$25,000 of un-needed Professional Finance fees that staff recommends be re-purposed for appraising services.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for TID4 to appropriate \$10,000 of appraiser professional services

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019_____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TID4 TO APPROPRIATE \$10,000 OF APPRAISOR PROFESSIONAL SERVICES

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for TID4 on November 13, 2018; and

WHEREAS, the TID4 appropriations do not include any appraisal services, and

WHEREAS, the City is considering the purchase of right of way for infrastructure; and

WHEREAS, there are un-used professional service appropriations in the Finance Department.

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

Section 1 That a 2019 Budget for TID 4 shall be modified as follows:

TID4

Finance Dept	Professional Services	Decrease	\$10,000
Econ Dev	Professional Services	Increase	\$10,000

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 15, 2019
Reports & Recommendations	RESOLUTION TO: AMEND TASK ORDER NO. 5 AND NO. 6 OF RUEKERT & MIELKE'S CONTRACT FOR FRANKLIN CORPORATE PARK, PHASE 1 DATED NOVEMBER 4, 2014; AND AUTHORIZE STAFF TO OBTAIN AND SIGN A CONTRACT WITH LAND APPRAISER FOR LAND ACQUISITION SERVICES RELATED TO THIS PROJECT ALSO A REQUEST TO SOLICIT SANITARY SEWER EQUIPMENT SUPPLIERS FOR FRANKLIN CORPORATE PARK	ITEM NO. <i>G.7.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City. TID 4 is approaching the end of its life and efforts to bring all property owners within the Franklin Corporate Park- Phase 1 (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus) has only been met with marginal success. One property owner JHB Properties, LLC has contracts to provide two spec buildings. Although supportive, the other property owners have not expressed a pressing need to advance the project.

It is believed that all expenditures in TID 4 must be made on or before June 21, 2020. During the budget efforts, Staff was instructed to accelerate the efforts to forward the development of Franklin Corporate Park as much as possible before the spending is restricted. This council action is to fully update all on the efforts to construct infrastructure in the next eight months and seek direction from Common Council on a few issues.

ANALYSIS

Ruekert & Mielke has an open contract for the design of the Franklin Corporate Park (dated November 4, 2014) but work had been stalled primarily because of the non-unified property owners. Upon the recent direction to proceed with the accelerated work, Staff met with Ruekert & Mielke and developed a concept that the City would install the minimum amount of infrastructure to accommodate the entire Corporate Park, yet leave flexibility for each owner to develop when and how they want. Granted, this new concept makes it more difficult for each owner to develop, but this is a result of all property owners not working together as encouraged earlier. Some examples of how it is now more difficult for each Owner to develop are not having regional detention basins and not relying on neighboring properties for earth balance efforts. Each of the four parcels in Phase 1 will need to be self-dependent unless special arrangement is made.

The road and utility layout are shown on the attached exhibit. The roads will need to be completed by each owner because of stormwater and other setback considerations.

It is envisioned that a watermain will extend from W. Oakwood Road (through the Wendt Trust property) to the south to serve the JHB Properties parcel. The watermain would then extend to the sanitary lift station located on the MLG Investments parcel.

The lift station will ultimately accept flows from most of Corporate Park (exception are properties on the northeast corner of phase 2) and initially be fed by a gravity sanitary sewer from the north and the return force main will extend north to Oakwood Road. Staff has met with MMSD and worked with Ruekert & Mielke to confirm the capacities of the existing sewers. Typically, a project of this magnitude cannot be designed, bid, and constructed in a timeline to meet June 2020. The specialized equipment for the sanitary lift station has long lead times once orders are placed.

Staff has instructed Ruckert & Mielke to pull the major equipment from the contractor's package and quoted to the City directly for installation by the contractor. Staff needs authorization to solicit bids/quotes for major lift station equipment. Any award to equipment suppliers would be brought to Common Council.

The utilities would be in a right of way donated and/or purchased from three parcels. Staff needs authorization to have the parcels appraised to continue those discussions.

As the design process proceeds and construction estimates are assembled, Staff will start the process for special assessments. Many properties will be assessed for being tributary to a lift station. It appears that the gravity sewer and watermain assessments need only affect properties that willingly want the assessments. This will be further established upon negotiations with respective property owners.

Enclosed are draft amendments to Ruckert & Mielke's existing task orders 5 and 6. These amendments essentially freeze the efforts that have already been performed and change direction to accommodate this new development concept. Note that the total cost for each task order remains the same as previously agreed (\$1,201,850 for Task No. 5 and \$73,000 for Task No. 6) so no additional funds are being requested beyond what was previously set. Staff needs these task order amendments to be finalized and signed to keep Ruckert & Mielke proceeding on the project.

Staff has started discussions with JHB Properties, LLC on a development agreement that will be brought to the Common Council as it is negotiated. JHB has also employed a consulting engineer that will coordinate with Staff and Ruckert & Mielke as their parcel is designed. The development of this parcel, along with site design for the sanitary sewer lift station are expected to soon be on the project tracker.

It is noted that the traffic impact analysis (TIA) for the Corporate Park stated that a second left-hand turn lane is needed for the new Elm Road connection to the new I-94 interchange. This extra lane is expected to be approximately \$800,000. Unfortunately, Staff's understanding of TID legislation does not allow a TID to pay for expenses outside of the City's corporate limits. The Elm Road interchange with new Elm Road is expected to be completed in July 2020 and WISDOT plans to keep this segment as a state route- ie not owned and maintained by the City of Oak Creek. Staff has discussed this with WISDOT staff and they are willing to support a cost share agreement that WISDOT will construct and fund the \$800,000 Elm Road turn lane in 2023 if Franklin were to fund \$800,000 of that project that will refurbish S. 27th Street from Elm Road south that includes refurbishing the bridge. Franklin could also apply for a TEA Grant that could pay up to 50% of the costs and the amount will be dependent on the number of jobs that are created. Therefore, this effort could cost Franklin anywhere between \$400k and \$800k, depending on jobs created in the Corporate Park, and would be eligible for TID funding- assuming a new TID is created after the closure of TID 4.

Property acquisition along W. Elm Road west of S. 27th Street is progressing. Staff needs direction on anticipated timing of project so that dates on temporary easements may be established.

OPTIONS

- A. Finalize and authorize Ruckert & Mielke's amendment to Task Orders 5 and 6. And/or
- B. Authorize Staff to sign contract with land appraiser for needed services related to this project. And/or
- C. Authorize Staff to proceed on soliciting major equipment suppliers for needed equipment. And/or
- D. Provide further direction to staff.

FISCAL NOTE

TID4 has an existing encumbrance for \$1,201,850.00 stemming from a June 5, 2018 Common Council authorization for engineering services with Ruckert & Mielke, Inc. The remaining unspent portion of that contract is \$673,523.79 for invoices rendered thru July 31, 2019, the last invoices processed. As noted above, the requested Council Action will not increase the value of services to be performed, but rather change the nature of the requested services. The requested services are included in the remaining contract.

Under separate cover a budget amendment to provide appropriations for appraisal services in TID4 is requested and recommended.

TID4 was created in June, 2005 and by state statute completes the expenditure period in June, 2020. The Director of Finance & Treasurer has been advised by Ehlers that all projects must be completed by that date. Project costs completed after June 2020 are not eligible TID project costs. Ehlers has further commented that the City Attorney should opine on the definition of project completion should construction extend beyond June, 2020. Further, the City's auditors are required to audit the expenditure period, submitting the audit to the Dept of Revenue on compliance with these requirements. Paul Frantz, Baker Tilly partner assigned to the Franklin engagement, recommended on Sept 11, 2019 "that any money that is allocated (committed) related to the open TID projects that will be in progress be placed in an escrow and then any money's that remain would be placed back into the TIF to cover debt service payments and/or be eventually disbursed at close out."

The 2020 Proposed budget for TID4 includes project costs totaling \$11 million to complete project costs recommended in by the engineering services.

RECOMMENDATION

(Options A, B & C) Resolution 2019-_____ a resolution to amend Task Order No. 5 and No. 6 of Ruckert & Mielke's contract for Franklin Corporate Park, Phase 1 dated November 4, 2014. Also authorize staff to obtain and sign a contract with land appraiser for land acquisition services related to this project and solicit equipment suppliers for providing major sanitary sewer lift station equipment.

Engineering Department: GEM



Projection
 NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_48
 03_Ft_US



1:4,514

752 0 376 752 Feet

Notes

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Amendment 1 To Task Order No. 5 - consisting of 4 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a Effective Date of Task Order 5: June 5, 2018
- b Owner: City of Franklin
- c Engineer: Ruekert & Mielke, Inc
- d Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a Engineer shall perform the following Additional Services:

Revise Development Plan

- Update DRAFT Franklin Corporate Park Development Map
- Revise layout of City Development Plan to incorporate elements of plan submitted by Scott Biller on May 23, 2019 and desired by City of Franklin
- Complete specific tasks as directed by City Staff

Revise preliminary design

- Archive preliminary design completed on November 1, 2018
- Prepare Proposed Revised Conceptual Sanitary Sewer, Water Main and Street Layout (See attached Revised Exhibit A)
- Develop preliminary and final design of public underground utility and sewage pump station site improvements along the Street A corridor to serve future development (See attached Exhibit B)
- Complete specific tasks as directed by City Staff

Bidding

- Provide services during bidding through recommendation of award for public infrastructure improvements designed under Task Order 5
- b The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows
 - Eliminate design of grading, underground utility and transportation improvements to property located west of the Street A corridor
 - Eliminate design of grading and transportation improvements along Street A corridor
 - c. The responsibilities of Owner with respect to the Task Order are modified as follows:
 - Acquire real property necessary to construct public underground utility and sewage pump station site improvements along the Street A corridor

Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Expedite City review and approval processes.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- Ruckert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - A detailed scope of remaining professional services cannot be defined at this time.
- e. The schedule for rendering services under this Task Order is modified as follows:
- Final design of public underground utility and sewage pump station site improvements along the Street A corridor is scheduled to be completed and ready for bidding in November 2019.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: None
- g. Attachments:
- Revised Exhibit A dated September 24, 2019.
 - Exhibit B dated September 25, 2019.

3. Task Order 5 Summary (Reference only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 0.00
c.	This amendment amount:	\$ 0.00
d.	Adjusted Task Order amount:	\$ 1,201,850.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 1, 2019.

OWNER:

ENGINEER:

By: _____

By:



Name: _____

Name: Steven C. Wurster

Title: _____

Title: Vice President/COO

Date
Signed: _____

Date
Signed: September 25, 2019

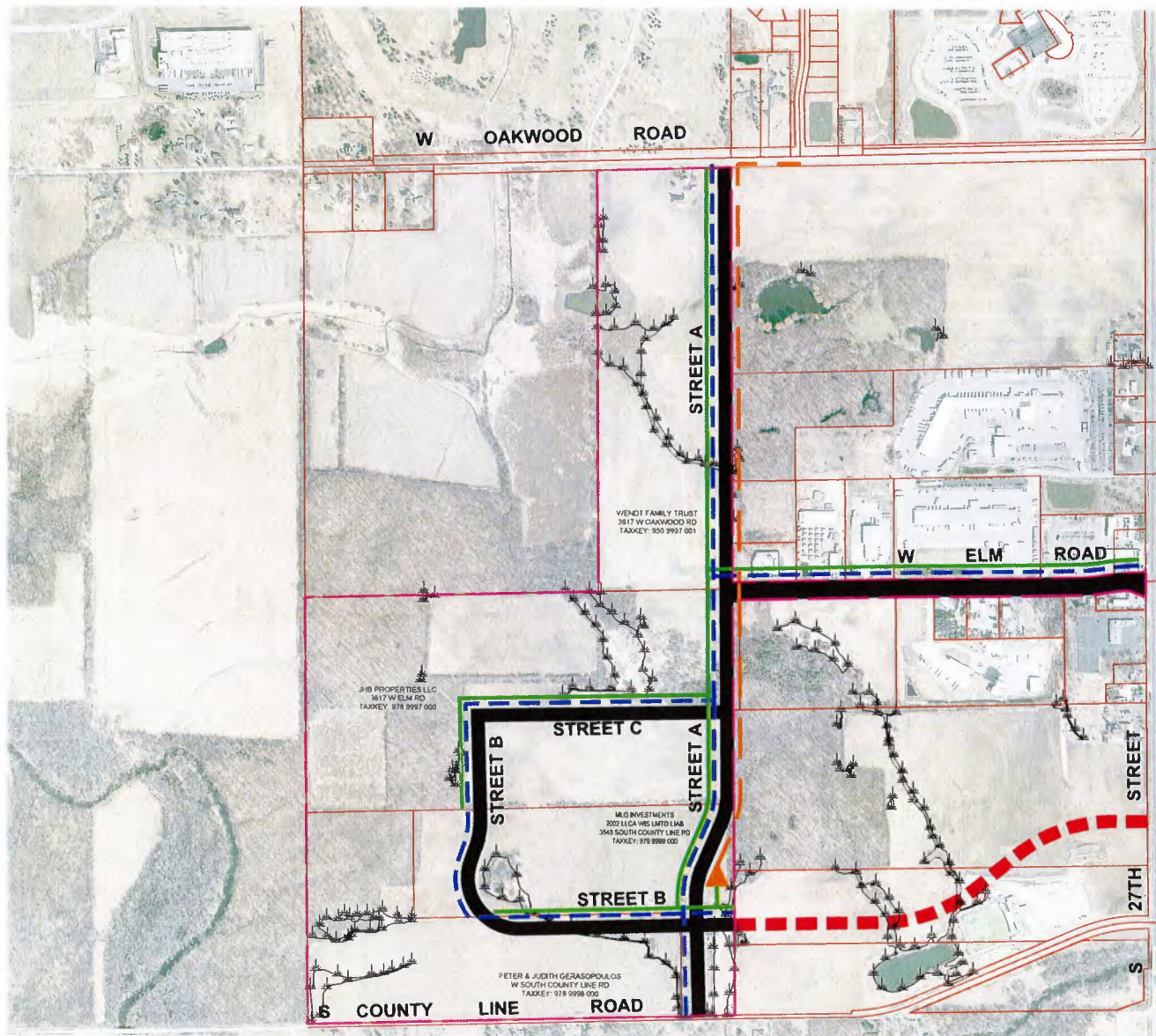
Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

REVISED EXHIBIT A

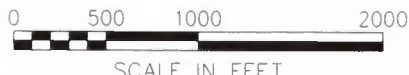
**PROPOSED REVISED CONCEPTUAL
SANITARY SEWER, WATER MAIN, AND STREET LAYOUT**

**CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN**



LEGEND

-  PROPOSED WATER MAIN
-  PROPOSED SANITARY SEWER
-  PROPOSED SANITARY FORCE MAIN
-  PROPOSED SEWAGE PUMPING STATION
-  PROPOSED STREET
-  FUTURE STREETS (CONCEPTUAL)
-  DELINEATED WETLANDS (NOT COMPLETE)



REVISED: SEPTEMBER 24, 2019
 REVISED: AUGUST 31, 2018
 REVISED: JUNE 25, 2018
 DATE: MAY 23, 2018

© 2019 Copyright Ruekert & Mielke, Inc.

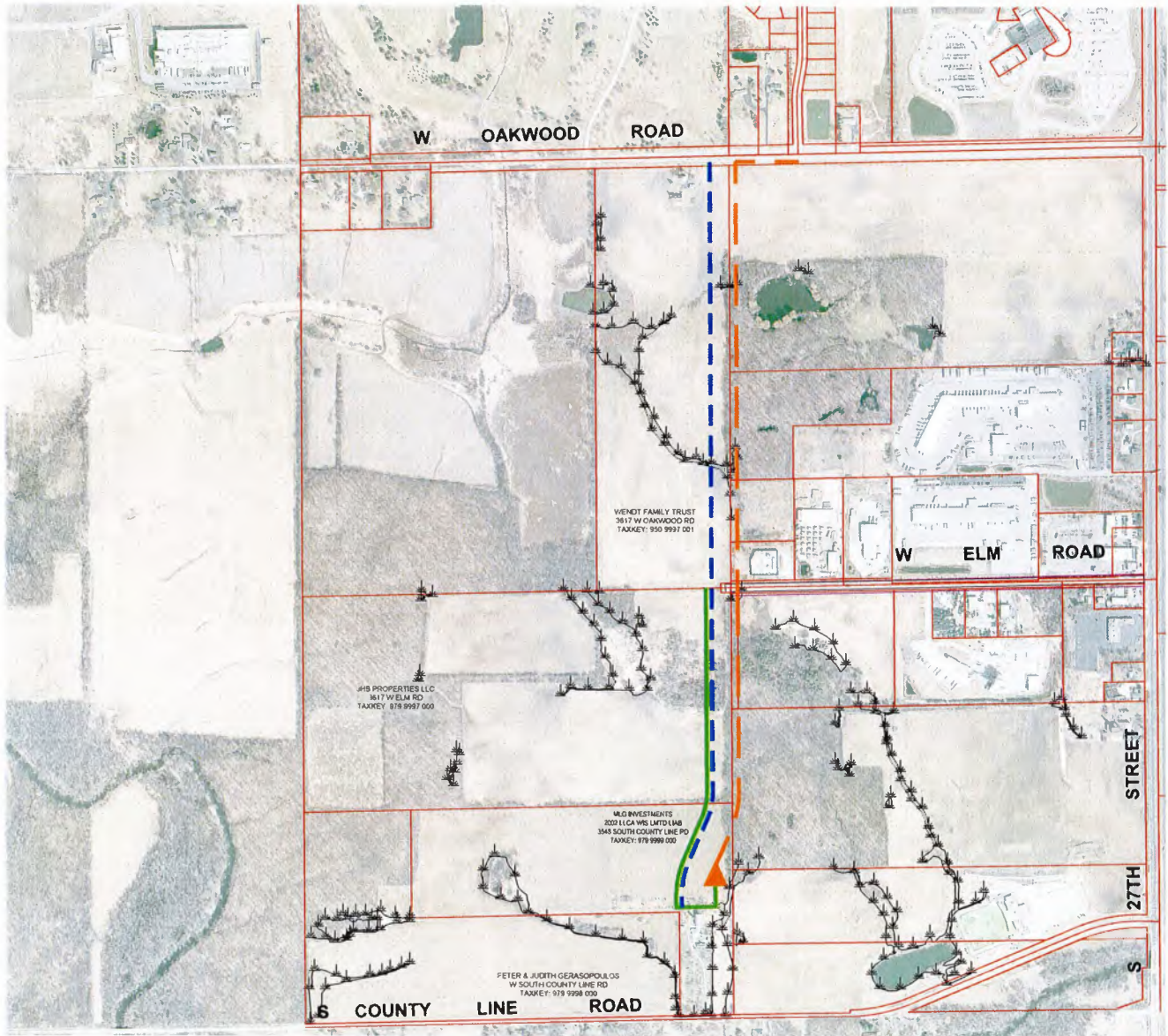
SOURCE:
 BASEMAP SOURCE:

Sep 24, 2019 12:56pm PLOTTED BY: ARKUEGER, SAUNDERS, BY: ARKUEGER
 G:\C:\30_2018\38_City of Franklin\10013_Franklin Corporate Park\awg\Ccck_Proposed Conceptual Sanitary Sewer, Water Main, and Street Layout-04-6-2x11.dwg Layout1
 IMACI S: G:\C:\30_2018\38_City of Franklin\10013_Franklin Corporate Park\awg\Croppea 2010 Aerial_052136.sdc \ \ Franklin Logo Final Large w text target fig; G:\SYM\AM_SQUARE_Full Color Print Fig.
 XREFS: \3827136_Coastal.dwg






EXHIBIT B

PUBLIC UNDERGROUND UTILITY AND SEWAGE PUMP STATION SITE IMPROVEMENTS ALONG STREET A CORRIDOR

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

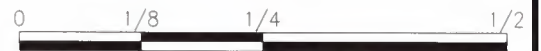


LEGEND

-  PROPOSED WATER MAIN
-  PROPOSED SANITARY SEWER
-  PROPOSED SANITARY FORCE MAIN
-  PROPOSED SEWAGE PUMPING STATION
-  DELINEATED WETLANDS (NOT COMPLETE)



SCALE IN FEET



SCALE IN MILES

DATE: SEPTEMBER 25, 2019

© 2019 Copyright Ruekert & Mielke, Inc.

SOURCE:
BASEMAP SOURCE:

Sep 23, 2019 9:34am PLOTTED BY: AKRUEGER SAVILD BY: AKRUEGER Water Main, and Street Layout - 05 - 8 5x11.dwg Layout1
 G:\C3D_2018\58_City of Franklin\1001.3_Franklin Corporate Park\dwg\C300-Proposed Conceptual Sanitary Sewer, Water Main, and Street Layout - 05 - 8 5x11.dwg
 IMAGS: G:\C3D_2018\58_City of Franklin\1001.3_Franklin Corporate Park\dwg\C300-Proposed Conceptual Sanitary Sewer, Water Main, and Street Layout - 05 - 8 5x11.dwg
 XREFS: \\0621156_Cad\001\1001.3_Franklin Corporate Park\dwg\C300-Proposed Conceptual Sanitary Sewer, Water Main, and Street Layout - 05 - 8 5x11.dwg

RMB1111B

Amendment To Task Order No. 6 - consisting of 3 pages (including attachment), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a Effective Date of Task Order 6. September 5, 2018
- b Owner City of Franklin
- c Engineer: Ruekert & Mielke, Inc
- d Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a Engineer shall perform the following Additional Services:

Design Services

Task 1: Tree Identification, Measuring, and Tagging

- Revise limits of identifying, measuring and tagging trees to include additional area shown on the attached Revised Exhibit A dated August 29, 2019

Task 2. Natural Resource Special Exception Application

- Archive previous draft version of application
- Revise Natural Resource Protection Plan to only include those areas impacted by improvements constructed by contracts awarded by the City of Franklin
- Develop restoration plan for woodland impacts associated with public underground utility and sewage pump station site improvements along the Street A corridor

- b The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

- Eliminate Natural Resource Protection Plan for property located west of the Street A corridor because it will be prepared by others
- Eliminate preparation of Natural Resource Special Exception Application for improvements to property located west of the Street A corridor because it will be prepared by others
- Eliminate preparation of Natural Resource Special Exception Application for public underground utility and sewage pump station site improvements along the Street A corridor because it will not be necessary

- c The responsibilities of Owner with respect to the Task Order are modified as follows:

- Identify location of restoration of impacts to environmental resources due to public underground utility and sewage pump station site improvements along the Street A corridor
- Expedite City review and approval processes

Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - Ruckert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - A detailed scope of remaining professional services cannot be defined at this time.
- e. The schedule for rendering services under this Task Order is modified as follows:
 - Design services for underground utility and sewage pump station site improvements along the Street A corridor is scheduled to be completed and ready for bidding in November 2019.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: None
- g. Attachments:
 - Revised Exhibit A dated August 29, 2019.

3. Task Order 6 Summary (Reference only)

a.	Original Task Order amount:	\$ 73,000.00
b.	Net change for prior amendments:	\$ 0.00
c.	This amendment amount:	\$ 0.00
d.	Adjusted Task Order amount:	\$ 73,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 1, 2019.

OWNER:


By: _____

Name: _____

Title: _____

Date Signed: _____

ENGINEER:

By:  _____

Name: Steven C. Wurster

Title: Vice President/COO

Date Signed: September 25, 2019

STREET BOUNDARIES AND PROPERTY LINES

STREET NAME	BOUNDARY TYPE	DATE	REVISIONS
STREET A	EXISTING	7/17/2018	1
STREET B	EXISTING	7/17/2018	1
STREET C	EXISTING	7/17/2018	1
STREET D	EXISTING	7/17/2018	1
STREET E	EXISTING	7/17/2018	1
STREET F	EXISTING	7/17/2018	1
STREET G	EXISTING	7/17/2018	1
STREET H	EXISTING	7/17/2018	1
STREET I	EXISTING	7/17/2018	1
STREET J	EXISTING	7/17/2018	1
STREET K	EXISTING	7/17/2018	1
STREET L	EXISTING	7/17/2018	1
STREET M	EXISTING	7/17/2018	1
STREET N	EXISTING	7/17/2018	1
STREET O	EXISTING	7/17/2018	1
STREET P	EXISTING	7/17/2018	1
STREET Q	EXISTING	7/17/2018	1
STREET R	EXISTING	7/17/2018	1
STREET S	EXISTING	7/17/2018	1
STREET T	EXISTING	7/17/2018	1
STREET U	EXISTING	7/17/2018	1
STREET V	EXISTING	7/17/2018	1
STREET W	EXISTING	7/17/2018	1
STREET X	EXISTING	7/17/2018	1
STREET Y	EXISTING	7/17/2018	1
STREET Z	EXISTING	7/17/2018	1

1. The purpose of this map is to show the location and extent of the project area and the location of the project area relative to the surrounding streets and property lines. The map also shows the location of the project area relative to the surrounding wetlands and other environmental features. The map is intended to provide a visual representation of the project area and the surrounding environment for informational purposes only. It is not intended to be used for any other purpose, including but not limited to, the determination of the location and extent of the project area or the location of the project area relative to the surrounding streets and property lines. The map is subject to change without notice and is not intended to be used for any other purpose, including but not limited to, the determination of the location and extent of the project area or the location of the project area relative to the surrounding streets and property lines.

FRANKLIN CORPORATE PARK
 DEVELOPMENT MAP

LEGEND

- PROJECT BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING NAVIGABLE WATERWAY
- 75 NAVIGABLE WATERWAY BUFFER
- REGULATED WETLANDS DELINEATED BY SEWRPC
- ARTIFICIAL EXEMPT WETLANDS
- TREE CANOPY DRIPLINE DELINEATED BY TRC
- 50 WETLAND GRADING BUFFER
- 25 WOODLAND BUFFER
- PROPOSED DEVELOPABLE AREA
- SEWAGE PUMP STATION SITE
- WETLAND/WOODLAND AREAS TO BE REMOVED (STREET RIGHT-OF-WAY)
- WOODLAND AREAS TO BE REMOVED (GRADINGS)
- OPEN LAND IN PRIMARY ENVIRONMENTAL CORRIDOR (PEC)

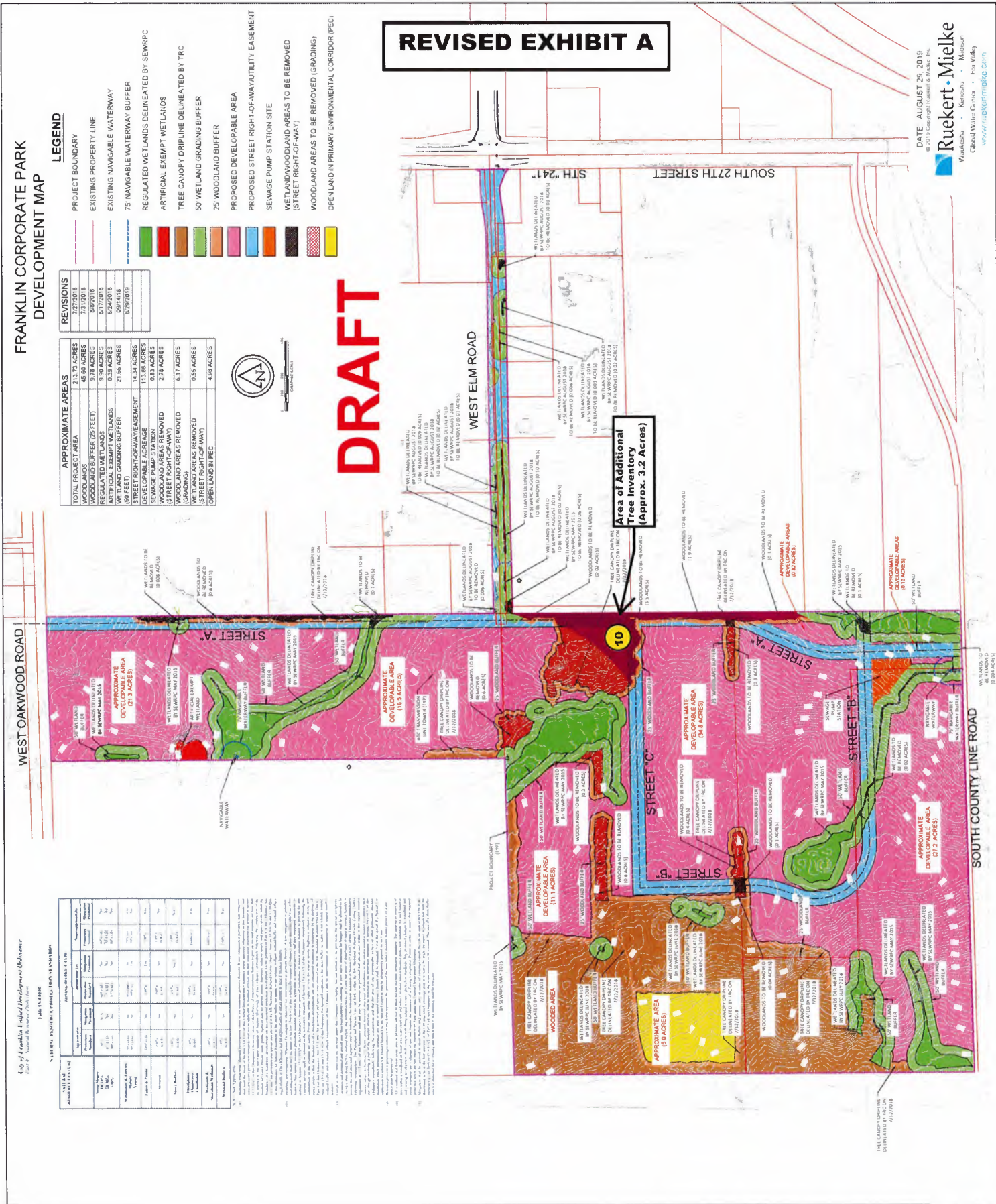
REVISIONS	DATE	DESCRIPTION
1	7/17/2018	INITIAL DESIGN
2	8/9/2018	REVISED DESIGN
3	8/17/2018	REVISED DESIGN
4	8/29/2018	REVISED DESIGN
5	8/29/2018	REVISED DESIGN

APPROXIMATE AREAS	APPROXIMATE AREAS
TOTAL PROJECT AREA	45.0 ACRES
WOODLAND BUFFER (25 FEET)	4.6 ACRES
REGULATED WETLANDS	9.7 ACRES
ARTIFICIAL EXEMPT WETLANDS	0.3 ACRES
ARTIFICIAL EXEMPT BUFFER	21.0 ACRES
STREET RIGHT-OF-WAY/EASEMENT	14.3 ACRES
SEWAGE PUMP STATION	0.3 ACRES
WOODLAND AREAS TO BE REMOVED (STREET RIGHT-OF-WAY)	2.7 ACRES
WOODLAND AREAS REMOVED (GRADINGS)	6.7 ACRES
WOODLAND AREAS TO BE REMOVED (STREET RIGHT-OF-WAY)	0.5 ACRES
OPEN LAND IN PEC	4.8 ACRES



DRAFT

REVISED EXHIBIT A



<p>APPROVAL <i>Slw Pat</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Oct 15, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2019-2381, AN ORDINANCE CREATING THE 2019 ANNUAL BUDGETS FOR TID7 TO PROVIDE FOR LEGAL COSTS IN THE TID</p>	<p>ITEM NUMBER <i>G, 8.</i></p>

Background

On June 18, 2019 the Common Council created a 2019 budget for TID7. That budget did not include any appropriations for legal fees to negotiate the Developer's Agreement or other related documents.

On Sept 17, 2019 the Common Council adopted Resolution 2019-7546 authorizing legal services for TID7 with Quarles & Brady LLP.

The TID7 Developers Agreement includes a provision for the City to provide a \$4.5 million second mortgage on the apartment development. The Developer has agreed to pay the City \$22,500 for legal costs associated with the mortgage.

Legal costs are expected at \$30,000 for all matters related to the Development.

Recommendation

The Finance Director recommends that a Budget Amendment be adopted to recognize the \$20,000 fee to be paid by the Developer and \$30,000 in legal costs associated with the project.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2019-2381, an Ordinance creating the 2019 annual budgets for TID7 to provide for legal costs in the TID.

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-7546, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TIF7 FOR FISCAL YEAR 2019 TO PROVIDE FOR LEGAL COSTS IN THE TID

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for Tax Increment District 7 on September 17, 2019; and

WHEREAS, the 2019 TID7 budget does not provide for legal costs to complete the Developer’s Agreement or Mortgage the City is granting the Developer; and

WHEREAS, the Developer has agreed to provide a \$22,500 payment to the City for legal costs associated with the Mortgage; and

WHEREAS, the Common Council authorized legal services with Quarles & Brady, LLP .

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

Section 1 That a 2019 Budget for TID7 is amended as follows:

Projects Fund

Miscellaneous Revenue	Increase	\$22,500
Legal Services Expense	Increase	\$30,000

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

RESOLUTION NO. 2019-7546

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
LETTER OF ENGAGEMENT FOR LEGAL SERVICES IN CONNECTION WITH
TAX INCREMENTAL DISTRICT MATTERS (TAX INCREMENTAL
DISTRICT NOS. 5 AND 7) WITH QUARLES & BRADY LLP

WHEREAS, the Common Council having previously authorized the provision of special counsel legal services with regard to the Tax Incremental District No. 5 Ballpark Commons development with Quarles & Brady LLP and the firm has been providing legal services with regard to Tax Incremental District No. 5, and Tax Incremental District No. 7, the Common Council having approved the Project Plan and Boundaries for the creation of Tax Incremental District No. 7 on May 23, 2019 for property previously with the Boundaries of and part of Tax Incremental District No. 5; and

WHEREAS, Quarles & Brady LLP is a law firm respected for its expert services with regard to tax incremental districts and public financing and has provided a Letter of Engagement for Legal Services in Connection with Tax Incremental District Matters; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional legal services and having found same to be reasonable.

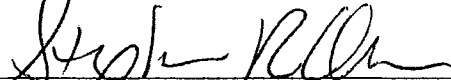
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Letter of Engagement for Legal Services in Connection with Tax Incremental District Matters with Quarles & Brady LLP, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of September, 2019.

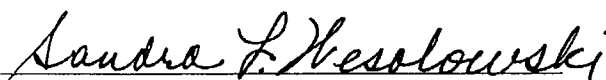
Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of September, 2019.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Wilhelm)

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019-2381

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH A 2019 BUDGET FOR TID 7 VELO VILLAGE

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018;

WHEREAS, the City established Tax Increment District Number 7 Velo Village on May 23, 2019;

WHEREAS, the 2019 Budget did not include appropriations for TID 7 Velo Village; and

WHEREAS, the Common Council desires to establish a 2019 Budget for TID 7.

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

Section 1 That a 2019 Budget for TID 7 shall be established for the Debt Service Fund as follows:

Debt Service Fund

Bond Proceeds	Increase	240,000
Interest Expense	Increase	3,208


Section 2 That a 2019 Capital Project Budget for TID 7 shall be established as follows:

Bond Issuance Costs	Increase	150,000
Clerk Payroll Allocation	Increase	200
Admin Payroll Allocation	Increase	200
Finance Payroll Allocation	Increase	1,400
Finance TID Fees	Increase	1,000
Engineering Payroll Allocation	Increase	2,400
Capital Street Construction	Increase	2,750,000

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this Ordinance.


Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 18th day of June, 2019

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 1 (Ald. Mayer) ABSENT 0

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>10/15/2019</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request that Council Repeal and Replace Chapter 133 of Municipal Ordinances, with the Draft Proposed by the Fire Chief, incorporating language and requirements that are consistent with State Administrative Rules and National Fire Protection Association (NFPA) Codes and Standards.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

Background:

The City of Franklin's current Fire Prevention Protection and Control Code (Chapter 133 of Municipal Ordinances), has existed in its present form since approximately 1996. There have been additions and revisions over the years, with the last extensive revision occurring in 2012. Since that time, the state Department of Commerce (commonly referred to as "Comm"), of which the fire department operates as an authorized agent with regard to fire prevention activities and code enforcement, has been restructured as the Department of Safety and Professional Services (DSPS). The existing fire code contains references to the Department of Commerce and the various "Comm codes" (administrative rules) that the department is responsible for enforcing, rather than current DSPS title and list of administrative codes. Also, the state legislature has approved administrative rule changes that now prohibit municipalities from enforcing requirements for fire protection systems that are more or less stringent than those required by the state. The existing fire code contains requirements and allowances that are no longer enforceable or allowable under state administrative rules. The existing fire code also contains extensive lists of technical specifications for data and components related to fire alarm and fire sprinkler plan submissions that are immaterial to a local fire prevention code. It also defines specific procedures, processes, and fee schedules for permit applications and plan submittals. The fire department feels that the interests of stakeholders can better be served by having the ability to establish processes and procedures, and to adjust or modify them (as necessary) based on efficacy and efficiency, irrespective of the actual fire prevention code.

Overview:

The fire chief has developed a draft revision of the Fire Prevention, Protection, and Control code that aligns with the DSPS language and administrative rules. The revision also adopts by reference a number of National Fire Protection Association (NFPA) codes and standards, including NFPA 1 *Fire Code* (essentially a national/international fire prevention code), as well as the state DSPS chapters related to fire prevention and fire protection. By adopting a code, standard, or rule by reference rather than incorporating specific language directly into the municipal fire code, the fire department can enforce the most recent version of the document, without having to amend or revise the local code. NFPA codes are revised by technical committees every three years; however the State does not always immediately act to adopt and enforce the revision. By adopting the "(...) the most current version that is legislatively adopted by reference by the State of Wisconsin (...)" Chapter 133 of Franklin's Municipal Ordinances will always be current, enforceable, and consistent with state law. S

Summary of Changes:

Most of the draft revision retains the exact language of the existing fire prevention code; however, the draft is considerably more concise (29 pages compared to 68). This was accomplished by removing redundant language, with some paragraphs appearing in substantially identical language multiple times throughout the document. As stated above, several pages of technical component and data requirements for sprinkler and alarm plan submissions were also removed. These specification requirements are already defined in the NFPA codes and/or standards relative to those systems, which are adopted by reference, and the language is not necessary in the fire prevention code. None of the language that was removed or added makes Franklin and "less safe" in terms of fire protection and prevention. Rather, the revision adds some prohibitions (e.g., "sky lanterns"), and clarifies areas of the code that were open to misinterpretation, including the following:

- Removes language regarding fire sprinkler and fire alarm requirements that is not consistent with state DSPS and International Building Code (IBC) requirements.
- Clarifies language regarding grills on balconies of multi-family residences (only electric “George Foreman” type grills are permitted).
- Categorizes types of outdoor burning as permissible (recreational fires, as defined by NFPA 1), or restricted and thus requiring a permit (bonfires, seasonal burning of yard waste).
- Adds language allowing prescribed burns to be conducted by environmental engineering contractors, under certain conditions and restrictions, in order to restore native prairie plant species and animal habitat (with fire chief approval and detailed plan on file).
- Adds language prohibiting “sky lanterns” (this is prohibited in current NFPA codes, but not yet enforced in state code).
- Removes confusing and potentially misleading language regarding certain plan reviews, permit issuances, and denial appeals for which the Building Inspector (not the fire department) is the legally recognized enforcing authority as defined per state law.
- Removes procedural language regarding plan submissions for fire alarm and fire sprinkler systems. (New process and procedural instructions will be mailed to contractors and posted on the city website.)
- Condenses language related to fire protection systems into single specific subchapters (rather than having language regarding submission requirements, application process, review and approval process, systems acceptance testing, maintenance, and inspection in multiple fragmented in multiple subchapters throughout the document).
- Removes the “pass through” fee structure for fire alarm and sprinkler plan submittals. The city currently pays an independent consultant to perform more complex plan reviews, and then invoices the applicant to recoup costs. The department plans to partner with a consulting firm to which the applicant would directly pay the review fees. The applicant would also pay a flat permit fee to the city which more accurately reflects the time that staff dedicates to the project, as required by state law. The fire chief does not expect this to have a significant effect on revenue or expenditure, as the two lines nearly balance out under the present “pass through” system.
- Minor grammatical and formatting corrections have been incorporated.

The fire chief recommends repealing the existing Chapter 133 and replacing it with the draft revision submitted. The fire chief believes additional revisions are necessary at a future point when staff has more time available for a more comprehensive review.

COUNCIL ACTION REQUESTED

Request that Council Repeal and Replace Chapter 133 of Municipal Ordinances (Fire Prevention, Protection, and Control Code) with the revised version submitted with this document, with revisions explained herein.

Chapter 133

Fire Prevention, Protection, and Control

§133-1. General Provisions.

§133-2. Definitions.

§133-3. Adoption of Wisconsin Administrative Code.

§133-4. Adoption of International Code Council (ICC), Inc. Codes.

§133-5. Adoption by reference of National Fire Prevention Association (NFPA) publications.

§133-6. Automatic fire sprinkler control and/or fire suppression system protection.

§133-7. Liability for Damages.

§133-8. Service of correction orders.

§133-9. Variances.

§133-10. Revocation of permits.

§133-11. Closing and vacating buildings.

§133-12. Investigative powers; police powers.

§133-13. Standpipes.

§133-14. Fire alarm systems.

§133-15. Automatic fire protection for cooking areas.

§133-16. Miscellaneous construction provisions.

§133-17. Miscellaneous use provisions.

§133-18. Flammable, combustible, and hazardous materials.

§133-19. Special inspections required.

§133-20. Fire inspection fees.

§133-21. Fees.

§133-22. Violations and penalties.

§133-23. Appeals.

§ 133-1. General Provisions.

A. Intent. The intent of this chapter is:

- (1) To provide the municipality with comprehensive regulations to improve public safety by attempting to control, limit, restrict, and/or eliminate fire hazards.
- (2) To improve life safety for residents occupants, employees, firefighters, and frequenters of places of employment and public buildings.
- (3) To regulate the installation, use and maintenance of equipment; to regulate the use of structures, occupancies, and open areas.
- (4) To require the removal and/or reduction of fire hazards; to establish the responsibilities and procedures for code enforcement; and to set the minimum standards for compliance and achievement of those objectives.
- (5) To protect property from the hazards of fire and explosion by establishing minimum standards for the use, operation, maintenance and inspection of buildings structures and premises.

B. Applicability.

- (1) The provisions of this code shall apply to all public buildings and places of employment. Exceptions: The following buildings and uses are not public buildings or places of employment and are not subject to the provisions of this code:
 - a. One- and two-family dwellings.
 - b. Buildings used exclusively for farming as described in §102.04(3), Wis. Stats.
 - c. Nothing contained in this section shall be construed as applying to the transportation of any article or thing shipped in conformity with the regulations prescribed by the Interstate Commerce Commission, or as applying to the military forces of the United States.
- (2) The provisions of this code shall apply equally to new structures, including additions to existing structures and existing conditions, except that existing conditions not in strict compliance with the terms of this subsection shall be permitted to continue where the exceptions do not constitute a distinct hazard to life or adjoining property as determined by the Authority Having Jurisdiction (AHJ).
- (3) The provisions of this code apply equally to the property owner and/or occupant.
- (4) Sections 133-8, 133-9, 133-10, 133-11, 133-15C: (1), (2), (3), (4), (5), 133-17, and 133-22 apply to all individuals and/or properties within the jurisdiction of the municipality.

C. Additions to, change of use, renovated, altered or remodeled buildings.

- (1) If 50% or more of the total area of a building is renovated, altered or remodeled and/or added to the existing building, the entire building shall be brought into compliance with the requirements of this code.
- (2) If 25% to 49% of the total floor area of a building is renovated, altered or remodeled, the portion of the building that is remodeled shall be brought into compliance with the requirements of this code.
- (3) All percentages of remodeling shall be cumulative as applied to subsection C (1) and (2) above.
- (4) If any addition is made to an existing building and/or structure that currently has a fire sprinkler, fire suppression, fire control or fire alarm system installed, the addition shall comply completely with this code.
- (5) If any addition is made to an existing building and/or structure that currently has a fire sprinkler, fire suppression, fire control or fire alarm system installed, the addition shall have a fire sprinkler, fire suppression, fire control or fire alarm system installed.
- (6) If the use of and/or contents of any existing building are changed and become more hazardous as determined by the authority having jurisdiction (AHJ), the building shall be brought into compliance with this code.
- (7) Those portions, elements, systems, or components of existing buildings and structures to be renovated, altered, remodeled or modified on or after the effective date of the rules under this code and where the alteration, modification, or the addition affects a building element or component relating to subject matters regulated by this code shall be designed, constructed and maintained in accordance with the applicable rules of this code as it exists on one of the following:

- a. The date the local building permit is issued.
- b. The date the replacement is initiated, where Subsection C (7)(a) does not apply.

D. Permits required.

- (1) The fire department shall be responsible for issuing the following permits:
 - a. Fireworks permits.
 - b. Bonfire permits.
 - c. Outdoor burning of yard waste (Outdoor Burning Permit must be purchased from the Office of the City Clerk, Franklin City Hall).
- (2) Certificates of occupancy. The AHJ shall have dual authority with the building inspector in the issuance of certificates of occupancy for multifamily, public buildings, places of employment, commercial structures, places of public assembly and schools to the extent that the AHJ shall inspect and have approval authority over proposed occupancies to ensure compliance with this chapter.

E. Stop-work order.

- (1) The AHJ may request that the building inspector issue a stop-work order upon any permit issued subject to the inspection and approval authority of this chapter, where the AHJ finds that any of the conditions for issuance have not been maintained or where there has been any false statement or misrepresentation of any material fact made in the application or plans upon which the issuance was based.
- (2) If the AHJ determines requirements of this code are not complied with or there may be life safety issues, the AHJ may issue a stop-work order on any project or portion thereof.

F. Inspection and testing.

- (1) All fire suppression systems and fire alarm systems required under this code shall be inspected by an authorized agent of the AHJ prior to having any of their parts covered up or concealed in any manner whatsoever. The authorized reviewing agent shall be given a 72 hour notice prior to any system inspection.
- (2) An authorized agent of the AHJ shall witness all tests of fire control systems, fire alarm initiating devices, notification appliances, and any other required system requiring an operational test. The authorized reviewing agent shall be given a seventy-two (72) hour notice prior to any system witness test.
- (3) All testing shall be conducted in accordance with the NFPA standard applicable to the system being tested.

G. Right of entry.

- (1) The AHJ and/or his or her authorized representative may, at all reasonable hours, enter any place of employment and/or public building within its jurisdiction for the purposes of making any inspection or investigation which, under the provision of this section, is deemed necessary.
- (2) The AHJ shall inspect, or cause to be inspected, all places of employment and public buildings as often as may be necessary, but not less than once a year.
- (3) The purpose of any inspection and/or investigation is to determine if any violations of the provisions or intent of this code and/or the codes or standards adopted by reference exist and to order corrections of the violations observed.

- (4) The AHJ or his or her authorized representative, upon the complaint of any person or whenever he or she deem necessary, shall inspect any place of employment and/or public building and premises within its jurisdiction.
- (5) Any owner or occupant of any place of employment and/or public building who refuses to permit, prevents or interferes with entry into or upon the premises by anyone authorized by the AHJ shall be guilty of violating this chapter and shall be subject to penalties under §133-22. Exception: The interiors of dwelling units will not be inspected unless an inspection is specifically requested by the owner or occupant and/or as allowed by state statutes.

H. Enforcement and documentation.

- (1) The fire chief, as the AHJ, or anyone the fire chief has designated as an authorized representative or agent of the AHJ, shall enforce the provisions of this code.
- (2) Whenever any authorized representative or agent of the AHJ shall discover fire hazards due to conditions that are not in compliance with the requirements of NFPA 1, this code, and any and all other applicable codes and adopted standards, he or she shall order such conditions or materials to be removed or remedied in such manner as may be specified. These hazards may include, but are not limited to, the following:
 - a. Dangerous or unlawful amounts of flammable, combustible, or explosive material as determined by the AHJ.
 - b. Hazardous conditions arising from defective or improperly installed equipment for handling or using flammable, combustible, or explosive material.
 - c. Dangerous accumulations of rubbish, waste paper, boxes, shavings, or other highly flammable materials as determined by the AHJ.
 - d. Accumulations of dust, grease, or waste materials in air conditioning systems, exhaust ducts or vent hoods.
 - e. Obstructions to or in fire escapes, stairs, passageways, doors, or windows liable to interfere with the operation of the fire department or egress of occupants. This includes snow.
 - f. Any building, structure, or premises which for want of repairs, lack of exit facilities, fire alarm apparatus or fire extinguishing equipment, or by reason of age or dilapidated condition, or from any cause, creates a fire hazard.
- (3) The AHJ may use any means necessary in documentation of inspections or conditions, including but not limited to the use of electronic equipment.

I. Notification of use or occupancy changes.

- (1) Whenever there is a change in occupancy or in the agent(s), (property manager, facilities supervisor, after-hours emergency contact, etc.) of that occupancy, the owner or his or her duly authorized agent shall submit the changes in writing to the Fire Department within five working days. The information shall consist of the following:
 - a. Name and address of occupancy.
 - b. Owner's name, address, E-mail address and phone number(s).
 - c. Agent's name, address, E-mail address and phone numbers(s).

- (2) Whenever a change in the service and/or monitoring company for the alarm system has occurred within the occupancy, the owner or authorized agent shall submit the changes in writing to the fire department within five working days. The information shall consist of the following:
 - a. All information required in Subsection J(1).
 - b. Type(s) of fire protection systems.
 - c. Service company name, address and phone number(s).
- (3) No change can be made in the use or occupancy of any building or structure, or any space within a building or structure, either in a different division of the same occupancy group or in a different occupancy group, unless the building or structure complies with this code's requirements for the new division of occupancies, as these requirements exist. Exception: This subsection does not apply to an approved temporary use or to a new use that will be less hazardous, based on life and/or fire risk, than the existing use.
- (4) An inspection by the fire department or an authorized representative or agent of the AHJ shall be required for any new or change of occupancy.
- J. Temporary use. The AHJ may allow a building or portion of a building to be used temporarily in a manner that differs from the approved use for the building or space, or may approve a temporary building to be used by the public, subject to all of the following provisions:
 - (1) The AHJ shall determine the time frame within which the temporary use is permitted, based on the extent hazards are created by the temporary use.
 - (2) The AHJ shall determine maximum occupancy load.
 - (3) The AHJ shall determine any fire protection and/or control devices and life safety provisions that may be needed.

§133-3 Definitions.

- A. Unless otherwise expressly stated in this code, all definitions, including those of occupancy types, shall be as stated in the most current versions of NFPA 1 (Chapter 3), NFPA 101 (Chapter 3) and/or the NFPA standard(s) or code(s) applicable to the specific subject material, that are legislatively adopted by state statute.

§133-3. Adoption of Wisconsin Administrative Code.

- A. The most current legislatively enacted versions by the State of Wisconsin of the Wisconsin Administrative Code, on the effective date of this Code, shall apply.

SPS 303	Administrative Procedures
SPS 305	Licenses, Certification and Registration
SPS 307	Explosives and Fireworks
SPS 308	Mines, Pits and Quarries
SPS 310	Flammable, Combustible and Hazardous Liquids
SPS 314	Fire Prevention
SPS 316	Electrical
SPS 318	Elevators, Escalators and Lift Devices
SPS 326	Manufactured Home Communities

- SPS 328 Smoke Detectors and Carbon Monoxide Detectors
- SPS 333 Passenger Ropeways
- SPS 334 Amusement Rides
- SPS 335 Infectious Agents
- SPS 340 Gas Systems
- SPS 341 Boilers and Pressure Vessels
- SPS 343 Anhydrous Ammonia
- SPS 345 Mechanical Refrigeration
- SPS 348 Petroleum and Other Liquid Fuel Products
- SPS 361-366 Wisconsin Commercial Building Code
- SPS 371 Solar Energy Systems
- SPS 375-379 Existing Buildings

- B. Any violation of the incorporated provisions constitutes a violation of this code.
- C. In cases of conflict between local and state codes, the most restrictive provisions, as determined by the AHJ, shall govern.

§133-4. Adoption of International Code Council (ICC), Inc., codes.

- A. The latest ICC publication(s) listed below and published on or before the effective date of this code are adopted by reference, enforced, and incorporated into this code as fully set forth herein:
 - 1) International Fire Code (applies only to sections specifically referenced in this code).

§133-5. Adoption by reference of National Fire Prevention Association (NFPA) publications.

- A. The latest version of NFPA 1 (*Fire Code*) that is legislatively adopted by reference by the State of Wisconsin, including all of the publications, codes, standards, and documents adopted by reference by the State of Wisconsin in Chapter 2 of that code, are hereby adopted by reference, enforced, and incorporated into this code as if fully set forth herein.

§133-6. Automatic fire sprinkler control and/or fire suppression system protection.

- A. Intent. The intent of this section is to require the installation of automatic fire sprinkler fire control and/or fire suppression systems to improve the protection of life and property within the municipality. It will establish a minimum standard for fire safety through the standardization of the design, installation, testing and maintenance requirements for automatic fire sprinkler suppression.
- B. Code Compliance. Automatic fire sprinkler systems shall be required, designed, installed and/or modified, tested, inspected, and maintained as set forth in the most current versions legislatively enacted by the State of Wisconsin of NFPA 1, NFPA 101, NFPA 13, NFPA 13D, NFPA 13R, NFPA 25, the Wisconsin Administrative Code, and any and all other applicable codes and adopted standards.
- C. Code conflicts. If any conflicts exist between this code and any NFPA code and/or standard, the most restrictive, as determined by the AHJ, shall be enforced by the AHJ.

- D. Working plans. Working plans shall be submitted to the fire department or its authorized reviewing agent for conditional approval before any equipment is installed, modified, or remodeled.
- 1) Deviation from approved plans shall require permission of the AHJ.
 - 2) All working plans submitted for conditional approval must be signed and sealed by at least one of the following:
 - a An architect registered in the State of Wisconsin.
 - b An engineer registered in the State of Wisconsin.
 - c A person who holds a designer of engineering systems permit in the State of Wisconsin.
 - d An individual who holds a valid automatic fire sprinkler contractor's license and is responsible for the system installation.
 - 3) Working plans shall be drawn to an indicated scale, on a sheet of uniform size, with a plan of each floor. Plans must comply with the requirements of the most current legislatively enacted version of NFPA 13 adopted by the State of Wisconsin; and plan submissions must include all required design elements, details, calculations, and specifications set forth in Chapter 23 of that standard.
- E. Installation required. Automatic fire sprinkler systems shall be installed in all structures where the floor area exceeds the thresholds established in Table 133-6F of the specific occupancy type and construction type involved, and where required by State codes. For the purpose of determining square footage as it relates to the required installation of fire sprinklers in a building, firewalls shall not be considered dividers unless the firewall is rated at four hours without penetrations and extends a minimum of three feet above the roof.

Table 133-6F					
Occupancy Type	Type I	Type II	Type III	Type IV	Type V
E*	All	All	All	All	All
F-2	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
I-2	All	All	All	All	All
I-3	All	All	All	All	All
I-4	All	All	All	All	All
R-4	All	All	All	All	All
U	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF

Note *excludes single-family-home day cares

- F. Additional automatic fire sprinkler system installations required. An automatic sprinkler system shall be installed in all:
- 1) Parking structures above and below ground with ceilings.

- 2) CBRFs (community based residential facilities).
 - 3) Adult family homes.
 - 4) Throughout all dormitories, fraternities and sorority houses.
 - 5) Throughout every building, new or existing, which by reason of its construction or combustible occupancy involves a life hazard to its occupants or in the judgment of the AHJ constitutes a fire menace.
 - 6) Throughout all mini-warehouses and unattached multifamily parking garages that exceed the following:
 - a Five thousand square feet or more in area on any floor.
 - b Two stories in height.
 - c Any portion of the structure is below grade.
- G. Basements and garages are to be designed to protect as a minimum, for ordinary hazard occupancy.
- H. When an automatic fire sprinkler system is required to be installed by this code but not the Wisconsin Department of Safety and Professional Services (DPS), in a structure that is not currently serviced by a municipal water source:
- 1) All fire sprinkler systems shall be installed in complete compliance with the appropriate NFPA code(s) and/or standard(s). Exception: An automatic water supply for any fire sprinkler system(s) required to be installed by this code but not required by the Wisconsin Department of Safety and Professional Services Code, if acceptable to the AHJ the automatic water supply shall be allowed to comply with the following:
 - a The automatic water supply for the automatic fire sprinkler system(s) shall be conditionally approved by the AHJ.
 - b The fire sprinkler system(s) shall be installed and connected to a conditionally approved automatic water supply.
 - c. The required automatic water supply must be capable of delivering the required quantity of water at the required pressure as determined by hydraulically calculating the system demand in accordance with NFPA 13 for the most hydraulically demanding area.
 - d A letter from a licensed fire protection engineer or a State of Wisconsin permitted fire protection designer attesting to the ability of the system to comply with the above requirement shall be required prior to occupancy.
 - 2) Within 90 days after a municipal water system becomes available, the sprinkler system shall be connected to the municipal water supply.
 - 3) For the purpose of this code, an available municipal water supply shall be any of the following:
 - a. A municipal water main located at or near the streets adjacent to the property on which the structure that is required to be sprinklered is located.
 - b A municipal water main located in a utility easement on or near the property on which the structure that is required to be sprinklered is located.

- c A municipal water main located at or near the streets within 1,500 lineal feet of any part of the property on which the structure that is required to be sprinklered is located.
 - d A municipal water main located in a utility easement within 1,500 lineal feet of any part of the property on which the structure that is required to be sprinklered is located.
- I. All automatic fire sprinkler, fire control and/or fire suppression systems shall comply with the following:
 - 1) Be designed in accordance with the appropriate NFPA standards and/or codes.
 - 2) Be designed to protect the highest hazard present at any time in the protected area.
 - 3) Be monitored by a Underwriter's Laboratories (UL) listed central station.
 - 4) Have sprinkler control rooms located with adequate access for Fire Department and sprinkler maintenance and inspection personnel, and shall not be located within private dwellings with the exception of NFPA 13D systems.
 - 5) Have direct access from the exterior to the sprinkler control valve acceptable to the AHJ.
 - 6) Have a bell (minimum ten-inch) and strobe installed, located above the Fire Department connection (FDC).
 - 7) The FDC must be located at least 40 feet from all gas meters, electrical-meters and transformers.
 - 8) The FDC must be installed in a location acceptable to the AHJ.
 - 9) Be designed for the hazard being protected or as specifically specified in this code and/or as acceptable to the AHJ.
 - 10) All automatic fire sprinkler systems hydraulic designs are to be based on a maximum of 90% of the available water supply (a minimum of a ten-percent safety margin shall be maintained).
 - 11) All sprinkler systems designed shall be based on the most current water flow test conducted in accordance with NFPA 291 that is acceptable to the AHJ.
 - 12) An authorized representative or agent of the AHJ shall witness all water flow tests.
 - 13) Sprinkler protection for exposed plastics must comply with all FM Global testing and standards.
- J. Application to existing buildings.
 - 1) Adult family homes and community-based residential facilities (CBRF), regardless of number of occupants or class, must be retrofitted with fire sprinkler protection complying with NFPA 13.
 - 2) Where the AHJ finds that an existing building, because of current occupancy or a change in occupancy, constitutes a hazard to its occupants or adjoining property, the AHJ may order compliance with the provisions of this section. A hazard shall be determined by the existence of one or more of the following conditions:
 - a Any building which by reason of its construction or highly combustible occupancy involves a hazard to its occupants or, in the judgment of the

AHJ, constitutes a fire menace, e.g., paint shop and other occupancies involving processing, mixing, storing, and dispensing of volatile liquids or solids.

- b Non-fire-resistive characteristics of a structure.
- c Accumulation of flammable or combustible materials.
- d Lack of accessibility to the premises for fire-fighting equipment.
- e. Substantial number of fire calls or complaints on the premises.
- f Traffic patterns for pedestrian ingress and egress which require protection under this section.
- g Insufficient ventilation systems.
- h Where there is a lack of an internal communication system, or due to the size or type of building making regular fire department radio communication inoperable, the building owner is required to install a repeater system or something comparable to assist radio communications. If any inspection reveals a need for a new, replacement or other comparable system, the inspection report shall order such correction within 180 days of the inspection. [Amended 7-24-2012 by Ord. No. 2012-2086]
- i Number, characteristics and movement of employees which require protection under this section.

3) Installation of an automatic sprinkler system must be started within one year from the service of such orders and shall be completed within 180 days after construction has started.

- K. Exemptions. In any location where the installation of sprinklers may cause or increase an occupational hazard, as determined by any governmental authority having jurisdiction over such location or occupation, the AHJ may waive any requirement to install an automatic fire sprinkler or any portion thereof.

§133-7. Liability for damages.

- A. The code shall not be construed to affect the responsibility of any persons owning, operating, or installing equipment for injury to persons or damage to property caused by any defect therein, nor shall the municipality, any person, firm, company or agent(s) for the municipality be held as assuming such liability by reason of any inspection or re-inspection authorized herein or the permit issued herein provided or by reason of the disapproval or approval of any equipment and/or system authorized herein.

§133-8. Service of correction orders.

- A. The service of correction orders shall be made upon the owner, occupant or other person responsible for the condition(s) that violates any section of this code. A copy of the service order can be delivered personally to the owner or by leaving it with the person in charge of the premises. Whenever it may be necessary to serve such order upon the owner of the premises, such an order may be served either by delivering to and leaving with the person a copy of the order or, if such owner is absent from the jurisdiction of the

AHJ making the order, by mailing such a copy to the owner's last known post office address.

- B. Conditions that are hazardous to life or safety of the occupants shall require immediate correction. All other violations shall be corrected within a specified time or date, as the AHJ shall determine.
- C. When the owner of any property or person in apparent control of the property is issued an order by the AHJ and fails to comply with the order, the municipality may do the work ordered, and the cost of such work shall constitute a special assessment against the property pursuant to §66.0701, Wis. Stats. Any person against whose land a special assessment is levied under this chapter may appeal in the manner prescribed in §66.0703(12), Wis. Stats., within 40 days of the date of the final determination of the governing body.
- D. No person shall refuse to permit or shall prevent or interfere with any entry into or upon any building or premise by the AHJ who is lawfully on the premises or interfere with any such inspection. If consent to enter onto personal or real properties which are not public buildings, or to portions of the public buildings which are not open to the public, has been denied, the Fire Inspector shall obtain a special inspection warrant under §66.0119, Wis. Stats.

§133-9. Variances.

- A. Except as otherwise prohibited by state law, the AHJ shall have power to modify any of the provisions of this code upon application in writing by the owner or occupant, or a duly sworn authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. [Amended 7-24-2012 by Ord. No. 2012-2086]
- B. The AHJ thereon shall enter upon the records of the department, and a signed copy shall be furnished to the applicant, the particulars of such variances when granted.
- C. The AHJ may require tests as proof of compliance with the intent of this code. Such tests are to be made by an approved agency at the expense of the person requesting approval of the alternate material or method of construction.
- D. If technical expertise is unavailable within the municipality because of new technology, process, products, facilities, materials and uses attending design, operation or use of a building premises subject to the inspection of the municipality, the AHJ may require the owner or the person in possession or control of the building or premises to provide without charge to the municipality a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety organization, acceptable to the AHJ and owner, and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, and prescribed the necessary recommended changes. The department may also acquire technical assistance from a consultant and may charge a fee to the owner or occupant for the service provided.

§133-10. Revocation of permits.

- A. The AHJ may revoke any permit issued in accordance with this code in any case where it may find that any of the conditions for the issuance have not been maintained or where there has been false statement or misrepresentation of any material fact in the application or plans on which the issuance was based.
- B. The AHJ shall promptly notify the permit holder of the request for revocation and, if so requested by the permit holder, the effective date of the revocation shall be deferred pending a hearing before the chief of the fire department. The decision of the fire chief for revocation, following the hearing, shall be final.

§133-11. Closing and vacating buildings.

- A. The AHJ may order compliance with this section and all other lawful orders or laws relating to fire prevention and fire protection in existing building and structures.
- B. Where the public is exposed to immediate danger, the AHJ shall order the closing and vacating of the building at once.

§133-12. Investigation of fires

- A. The Fire Department shall investigate the cause and origin, and circumstances of fires occurring within their jurisdiction to determine if the fire is of carelessness or design. Such investigations may begin immediately upon the occurrence of such a fire, and if it appears to the officer making such an investigation that such fire is of suspicious origin and of a significant nature, the fire chief shall be notified of the facts. The AHJ shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. A member of the fire investigation team shall file a written report of damage associated with every fire in a timely manner. It shall contain a statement of all facts relating to cause and origin and circumstances of such fire and other information as may be required.

§133-13. Standpipes.

- A. Intent. The intent of this section is to require fire department standpipe systems to be installed in certain structures to help fire fighters effectively extinguish a fire and to help reduce property damage and losses.
- B. Where required.
 - 1) Fire department standpipe systems shall be installed in the following structures:
 - a. Any structure required by the State of Wisconsin codes.
 - b. In all new structures over two stories in height.
 - c. In any structure in which the AHJ deems standpipes are necessary for firefighting purposes.
 - 2) Temporary standpipes must be installed in an approved location for all of the following structures:
 - a. All combustible structures exceeding two stories in height.

- b. All noncombustible structures exceeding three stories in height.
- C. Installation requirements. Fire department standpipes shall be designed and installed in accordance with this section. Where any requirement in this section is more restrictive than any NFPA standard and/or code and/or state code, the requirements in this section must be complied with.
- 1) The installation of standpipes shall be in accordance with this section and NFPA 14.
 - 2) All standpipe systems hydraulic designs are to be based on a maximum of 90% of the available water supply (a minimum of a ten-percent safety margin shall be maintained). Pumping pressure at the FDC may not exceed 200 pounds and the system shall maintain 100 pounds of pressure at its most remote location.
 - 3) The location of standpipe hose connections shall be accessible and shall be located so that all portions of the building are within 100 feet of hose to a hose valve. This distance must be measured using the normal aisles or the path a hose would be laid as determined by the AHJ.
 - 4) The locations of all hose valves shall be acceptable to the AHJ.
 - 5) The AHJ may require additional standpipes and/or hose valves to be installed.
 - 6) When required by the AHJ, an approved standpipe shall be installed as construction progresses to make them available for fire department use in the topmost floors constructed. Temporary standpipes shall be provided in place of permanent standpipes when required, during the period of construction on buildings required by this code.
 - 7) The location of all fire department connections for standpipes shall be approved by the AHJ.
 - 8) The fire department connections shall be at least 40 feet from all electrical transformers, gas meters, or propane storage.
 - 9) All standpipes are to be automatic standpipes unless a manual or dry standpipe is allowed by the AHJ.
 - 10) Key access shall be provided for all doors having access to standpipes.
- D. Approval requirements. Complete plans and calculations for all standpipes must be submitted to the fire department's authorized reviewing agent, and conditionally approved prior to installation of any standpipe.
- E. The Fire Department's authorized reviewing agent shall review all plans for standpipes and, upon approval of the same, issue the necessary permits to install all standpipes prior to installation.

§133-14. Fire alarm systems.

- A. Intent. The intent of this section is to provide a means for automatic detection of fire conditions and/or to provide warning notification throughout all buildings and occupancies built hereinafter, structurally altered, and/or added to. Fire alarm systems are intended to provide additional life safety and help reduce property loss through early detection of fires, providing warning to occupants and automatically notifying the fire department of fire.

B. Installation required. A fire alarm system shall be installed in all structures where the floor area exceeds the thresholds established in Table 133-14B of the specific occupancy type and construction type involved, and where required by state code. All fire alarm systems shall be designed, installed, tested, inspected, and maintained as set forth in NFPA 1, NFPA 101, NFPA 70, NFPA 72, the Wisconsin Administrative Code, and any and all other applicable codes and adopted standards. All fire alarm system plans shall be designed and submitted by a person holding NICET Level II certification or higher, and monitored by a UL-listed central station monitoring service.

Table 133-14B					
Occupancy Type	Type I	Type II	Type III	Type IV	Type V
E*	All	All	All	All	All
I-2	All	All	All	All	All
I-3	All	All	All	All	All
I-4	All	All	All	All	All
R-3	State statutes apply				
R-4	All	All	All	All	All
S-1	3,000 SF	3,000 SF	3,000 SF	3,000 SF	3,000 SF
S-2	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
U	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
Note *excludes single-family-home day cares					

- C. Minimum system requirements. The following minimum system requirements shall be met when any occupancy type exceeds the limits in table 133-14B. Minimum system requirements for fire alarm systems shall include:
- 1) Audible notification appliances shall be installed throughout protected premises.
 - 2) Visible notification appliances shall be installed throughout protected premises.

Exceptions:

 - a. Closets and/or other similar small storage rooms that do not exceed 50 square feet in floor area and are not normally occupied.
 - b. Normally unoccupied crawl spaces.
 - c. Normally unoccupied attic spaces.
 - d. Any non-accessible area.
 - e. Any area for which the AHJ deems visible notification appliances are not required.
 - 3) Manual initiating devices (pull stations) shall be located at all points of egress, including all exit doors on every floor and/or building level.
 - 4) Water flow detection devices shall be connected to the fire alarm system to specifically activate the notification appliances upon water flow.

- 5) Fire suppression system activation alarms shall be connected to the protected premises' fire alarm system to specifically activate the notification appliances upon system activation. This includes but is not limited to wet chemical, CO2, clean agent, water mist, and dry chemical systems.
 - 6) Fire control and/or suppression systems' supervisory condition indicators shall be connected to and monitored by the fire alarm system. This specifically includes but is not limited to: valve supervisory switches (tamper switches), low-air indicators, low-water switches, low-temperature switches, fire pump condition indicators and/or any other situation or condition deemed necessary by the AHJ.
 - 7) Fire alarm systems shall be addressable and capable of indicating the status of all specific components at all times connected to the system.
 - 8) All fire alarm systems shall be monitored by a UL-listed central monitoring station.
 - 9) Fire alarm annunciators shall be installed in all protected premises. The number and locations of the fire alarm annunciators installed shall be acceptable to the AHJ.
 - 10) As determined by the AHJ, any additional notification and/or initiation appliances/devices may be required due to size, occupancy hazards, building construction, and/or occupancy use.
- D. Submittals for fire alarm systems. Submittals for fire alarm systems are intended to provide basic information consistent with the objective of installing a fully operational, code compliant fire alarm system and to provide the basis for the record drawings required by NFPA 72. Conditional approval of a fire alarm system submittal and/or any portion thereof is not intended to imply waiver or modification of any requirements of any code or any other applicable criteria.
- 1) Three sets of each fire alarm submittal shall be submitted to the fire department's authorized reviewing agent for conditional approval. The municipality may retain two copies of each submittal, and one copy will be returned to the installing contractor.
 - 2) All shop drawings/plans shall be drawn on sheets of uniform size to a recognized scale and shall comply with the requirements of the most current legislatively enacted version of NFPA 72 adopted by the State of Wisconsin; and plan submissions must include all required design elements, details, calculations, and specifications set forth in Chapter 7 of that standard.
- E. Inspections, testing and record keeping.
- 1) An authorized representative or agent of the AHJ shall inspect all fire alarm system installations prior to concealment of any wiring or devices. The Fire Department must be notified at least 72 hours prior to any fire alarm component being concealed.
 - 2) An authorized representative or agent of the AHJ shall witness all acceptance tests. The AHJ must be notified a minimum of 72 hours prior to any testing.
 - 3) Two copies of the completed fire alarm system record of completion required by NFPA 72 must be provided to the AHJ prior to final acceptance.

- 4) Permanent records must be provided in accordance with NFPA 72. This includes completed fire alarm system inspection and testing forms.
- F. Special requirements. On all buildings over four stories in height, a fire command center for Fire Department operations shall be provided. The fire command center shall comply with NFPA 72 and shall contain the features required in the International Fire Code and NFPA 1, 13.7.2.29.
- 1) Two-way telephone communication service shall be provided for fire department use. This system shall be in accordance with NFPA 72. The communications system shall operate between the central control station and every elevator control car, every elevator lobby, and each floor level of exit stairs.
 - 2) The requirements of NFPA 1, 13.7.2.29 shall not apply where the fire department radio system is approved as an equivalent system (NFPA 101, 11.8.3.2.)
 - 3) If the building components interfere with fire department radio operations, and if it is found within the first six months of the completion of the building, the owner is responsible for the cost of providing upgrades to ensure adequate radio communications throughout the building. The final system upgrade and operation must be approved by the fire chief or his designee.
- G. Maintenance. All devices shall be installed, maintained, and tested in accordance with NFPA 72 standards. If at any point a fire alarm fails to pass the annual test set forth in NFPA 72, the building owner and fire alarm tester/inspector shall notify the AHJ of the test results, and the system shall be repaired or upgraded as required in order to comply with NFPA 72 and this code.
- H. Fire alarm control panels shall display the status of the system components and be installed in a location acceptable to the AHJ. Adequate access for fire department, alarm maintenance and inspection personnel shall be maintained. Fire alarm control panels shall not be located within private dwellings with the exception of one- and two-family dwellings.

§133-15. Automatic fire protection for cooking areas.

- A. Intent. The intent of this section is to require automatic fire extinguishing systems in vent hoods and duct systems in all cooking areas to effectively extinguish fire at its source and reduce property damage and losses.
- B. Where required. Automatic fire extinguishing systems shall be installed in any cooking area required by the State of Wisconsin codes and in any area in which the AHJ has determined a potential fire risk exists.
- C. Installation requirements.
- 1) All fire extinguishing systems must be submitted directly to the fire department's authorized reviewing agent for conditional approval. Plans must comply with the requirements of NFPA 17/17A; and plan submissions must include all required design elements, details, calculations, and specifications set forth in the relevant standard.
 - 2) The system shall be provided with automatic fuel shut-off.
 - 3) A class K fire extinguisher shall be installed per NFPA 10.

- 4) Alarms shall be connected to the fire alarm system per NFPA 72.
- 5) Cooking equipment used in processes producing smoke or grease-laden vapors shall be equipped with an exhaust system that complies with all the equipment and performance requirements of NFPA 1 and NFPA 96, and all such equipment and performance shall be maintained per NFPA 96 during all periods of operation of the cooking equipment.

§133-16. Miscellaneous construction provisions.

- A. Addresses and door labeling. Addresses as assigned by the City shall be placed on all structures or property supporting the same as follows:
 - 1) Placement. The address shall be put in place on the structure as soon as reasonably possible during construction at a location acceptable to the AHJ.
 - 2) Description of numbers and letters. Numbers and letters shall be of contrasting colors (e.g. black and white) and readable from the road or highway and:
 - a. Arabic numbers shall be used; script and roman numerals cannot be used alone, but may be used as an addition to the requirements of this section.
 - b. All single-family and two-family residential buildings shall have street numbers, not less than four (4) inches tall and placed on the exterior wall of the principal building that faces the street or service drive providing access to the building. All such residential units shall also have street numbers, not less than three and one-half (3 ½) inches tall, placed on their respective mail box. If the building setback is greater than 100 feet from the roadway the address shall be moved no further than 25 feet from the roadway and placed within ten (10) feet of the entrance to the property. Numbers and letters shall be visible from the roadway at all times of the year.
 - c. If the mailbox is on a different street from the residence, the street name and house number must be inscribed on the mailbox.
 - 3) Multifamily requirements. All multifamily buildings shall have street numbers placed on the exterior of the principal building that faces the street, service drive, or parking lot and located adjacent to the individual entrances to the buildings. In addition, each building shall be identified by a letter or number, not less than 12 inches tall, located near the top of the building. At the entrance of each access drive, there shall be a directory listing of the street numbers and building identifications that are accessible from said street, service drive or parking lot. Suite numbers identifying the individual units must be placed on the primary entrance to each occupancy.
 - 4) Commercial and industrial requirements.
 - a. If less than 75 feet in height, shall have street numbers, not less than six (6) inches tall, placed at the exterior wall of the principal building facing the street, service drive or parking lot providing access to that building and located adjacent to any primary entrance door.

- b. If more than 75 feet in height, shall have street numbers, not less than 24 inches tall, located on the exterior wall facing the primary street and main entrance.
 - c. All suite numbers that identify each individual unit shall be placed on the primary entrance to each business or occupancy.
 - d. All commercial or industrial structures which have a rear service door shall identify the occupant and the street address conspicuously and on said rear door in contrasting and reflective letters and/or numbers not less than six (6) inches tall, and shall continually maintain same.
- B. Door, floor and stairway identification. Any occupancy having more than five exterior means of egress and/or more than two floors in height shall number the individual egress areas according to this section:
 - 1) An identifying number shall be placed on the interior and exterior of each means of egress doorway not less than six inches tall, and in contrasting color and light reflective.
 - 2) Each floor shall have a sign indicating room numbers, with an arrow indicating the direction to these rooms. The location of this sign must be acceptable to the AHJ.
 - 3) Each interior door providing access to an enclosed stairway that is considered part of an accessible means of egress shall be identified with numbers and letters not less than three and one-half (3 ½) inches tall in the following manner:
 - a. Have a sign indicating floor level posted on both sides of the egress door in a location acceptable to the AHJ.
 - b. Have a sign indicating the exterior exit door egress assigned in compliance with Subsection B(1) located on both sides of the egress door in a location acceptable to the AHJ.
 - 4) Identification numbers shall be placed on the exterior windows of all hotels, motels, nursing homes, and multifamily occupancies to identify the room number or address it services. The numbers shall be not less than three and one-half (3 ½) inches tall, light reflective, and in a location acceptable to the AHJ.
- C. Fire Department access roads and fire lanes. Unobstructed fire lanes that are accessible from a public road shall be provided for every building or portion of a building in accordance with Wis. Admin. Code § SPS 362. Fire Department Access Roads shall comply with the requirements of NFPA 1, (18.2.3.1).
- D. Fire hydrants.
 - 1) Intent. The intent of this section is to insure adequate water supply for fire-fighting purposes to structures, buildings, and normal premises. For the purposes of placing hydrants, “normal access routes” are defined as pavement, sidewalks, streets, driveways and paths leading to a building that are clear and maintained year round. The normal access route does not include grass, parking stalls, ditches, hills shrubs, flower beds, fences, walls or any other area typically used for ingress or regress to a building.

2) Where required. Any building or structure hereafter erected shall provide, at the owner's expense, approved water hydrants. Fire hydrant location, distribution, and installation shall comply with NFPA 1 (18.5).

a. Mobile home parks. Any new mobile home or trailer park or any mobile home or trailer park which expands by adding additional trailers or area to the present court site shall provide an approved water hydrant when any trailer or building located in such park is more than 300 feet from an approved hydrant. Water hydrants shall be provided so that no trailer or building is more than 300 feet from an approved hydrant by normal access routes. Fire extinguishers are required in mobile home parks per Chapter 174 of Franklin municipal ordinances.

b. Notwithstanding the above, the need and location of any fire hydrant shall be determined by the AHJ as he/she deems necessary to protect life and property. [Added 7-24-2012 by Ord. No. 2012-2086]

3) Inspection, testing, maintenance and repair.

a. Private fire service mains and water tanks shall be inspected, tested and maintained in compliance with the requirements established in NFPA 25.

(1) Property owner shall immediately advise the fire department and the Water Utility as to hydrants which have been damaged, are inoperable, or have been found deficient in required fire flow.

(2) All inoperable hydrants shall be repaired as soon as is practically possible or within a reasonable time frame as determined by the AHJ.

(3) All records of inspections shall be maintained on site and made available to the AHJ upon request.

b. Hydrants must be accessible at all times. Prohibited obstructions may include but are not limited to snow, parked vehicles, materials, equipment, storage and refuse. No obstruction shall be within a four-foot radius of the hydrant.

E. Access box system requirements.

1) An access box system has been adopted for use by this fire department. The following structures shall be equipped with an access box at or near the main entrance or such location as required by the AHJ:

a. Commercial or industrial structures protected by an automatic alarm system or automatic fire suppression system, or such structures that are secured in a way that restricts access during an emergency.

b. Multifamily residential structures that have restricted access through locked doors and have a common corridor for access to the living units.

c. Nursing homes, community-based residential facilities (CBRFs), child day-cares and other health facilities.

d. All educational occupancies.

- e. The AHJ shall have the authority to require any structure to install and maintain an access box.
 - f. Exception: Any building or site that has twenty-four hour, seven-day-a-week security guard service or any occupancy that remains open 24 hours a day, seven days a week, does not require an access box, unless required by the AHJ.
- 2) All newly constructed structures subject to this section shall have the access box installed and operational prior to the issuance of an occupancy permit. All structures in existence on the effective date of this section and that are subject to this section shall have one year from the date of being ordered by the AHJ to have an access box installed to complete installation.
 - 3) The owner or agent of a structure required to have an access box shall keep the following inside the box:
 - a. Keys to locked points of ingress and egress whether on the interior or exterior.
 - b. The keys to locked mechanical equipment, electrical and elevator control rooms, fire alarm and/or sprinkler riser rooms.
 - c. The keys needed to open any alarm panels.
 - d. Floor plans or maps as required by the AHJ.
 - e. The keys to other areas as directed by the AHJ.
 - f. Number of keys required: [Added 7-24-2012 by Ord. No. 2012-2086]
 - (1) Occupancies smaller less than 10,000 square feet shall provide a minimum of two master keys.
 - (2) Occupancies of at least 10,000 square feet but less than 50,000 square feet shall provide a minimum of three master keys.
 - (3) Occupancies of 50,000 square feet or more and/or those occupancies with special hazards shall provide a minimum of four master keys.
 - (4) The access box shall be installed at the owner's expense.
 - (5) The size and type of access box must be acceptable to by the AHJ.
 - (6) If the locks to the building are changed, the AHJ must be notified and new keys placed in the access box within 24 hours
- F. Occupancy inspection. The fire department shall conduct inspections of public buildings and places of employment prior to the issuance of local occupancy permits. A record of the inspection shall be retained by the fire department.
- G. Building plan review. The fire department shall conduct plan reviews and issue approvals of fire-safety related elements prior to construction of any public buildings or places of employment.
- H. Fire pump rooms. [Added 7-24-2012 by Ord. No. 22012-2086].
- 1) All fire pump rooms at grade level shall have a minimum of one single door access and egress directly to the outside of the structure.
 - 2) All egress doors shall swing out from the fire pump.

- 3) A clear aisle of a minimum of 48 inches in width shall be provided for access to the fire pump which shall be totally accessible and have clearly labeled valves and controls capable of manipulation in full personal protective equipment (PPE), including self-contained breathing apparatus (SCBA).
- 4) Keys for all doors to the fire pump room must be labeled and in the access box.

§133-17. Miscellaneous use provisions.

- A. Fire-damaged buildings (securing). All dwelling and buildings within the municipality damaged from fire shall be secured within 24 hours of release of the property by the AHJ. The owner of the damaged property shall assume the liability for the protection of the public until the property is secured.
- B. Fireworks.
 - 1) Sales. Except as provided in §167.10(2) and (4), Wis. Stats., no person shall sell or possess with the intent to sell fireworks.
 - 2) Possession. No person shall possess, manufacture, use, display, discharge or sell any fireworks without a permit.
 - 3) Use. Except as provided in §167.10(3), Wis. Stats., no person shall possess or use fireworks without a user's permit issued pursuant to Subsection C(4) below.
 - 4) User permit.
 - a. As provided in §167.10(3), Wis. Stats., fireworks user's permits may be issued for festivals or celebrations after proper application to the municipality.
 - b. The AHJ shall require certificate of liability insurance or similar proof of coverage on an amount deemed appropriate.
 - c. Fireworks displays shall be required to be conducted in accordance with the conditions and requirements set forth in NFPA 1123, *Code for Fireworks Displays*.
 - d. Permits to display or discharge fireworks shall be issued as follows:
 - (1) An application for a permit may be obtained at the Fire Department.
 - (2) Applications shall be submitted not less than seven days prior to the date of such display.
 - (3) No accumulating or purchase of fireworks shall be allowed prior to the issuance of the permit.
 - (4) After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter and the promotion of public safety and security of adjoining property.
 - (5) The AHJ reserves the right to reinspect the display and landing sites at any time to ensure public safety.
 - (6) NFPA 1123 and 1124 will be used as a guide for these inspections.
 - (7) The cost of such permits shall be as set forth under §133-21 of this code.

- (8) All persons applying for a permit must also submit proof of liability insurance in the amount of \$1,000,000 and a copy of any contract with companies which will be responsible in whole or part for the fireworks, storage, or display.
 - (9) All display companies and personnel who are paid to set off fireworks within the city shall return to the area of fireworks display within 18 hours of the display and during daytime hours to carefully search for and dispose of unexploded fireworks.
 - (10) The Franklin Police and/or Fire Department personnel are authorized to enlarge the area required to be searched by the display companies and their personnel.
- 5) No permits. Permits will not be issued to sell or manufacture fireworks.
 - 6) Use of caps and sparklers. No unlicensed person may use fireworks, caps, or sparklers in a municipal park or at a fireworks display for which a permit has been issued if the display is open to the public.
 - 7) Pyrotechnics. Pyrotechnics are prohibited in public buildings and places of employment unless authorized by the AHJ and shall be used in accordance with NFPA 1123
 - 8) The fire chief and/or his or her designee may disallow the display of fireworks due to local circumstances, such as extremely dry conditions or other unforeseen circumstances.
 - 9) Sky lanterns. The use of free-floating sky lanterns and similar devices utilizing an open flame shall be prohibited.
- C. High-piled combustible storage. High-piled and rack storage of combustible commodities shall comply with any and all applicable DSPS and IBC codes and standards and the conditions and requirements of Chapter 32 of the International Fire Code (2015), which is herein adopted by reference in this code.
- D. Outdoor burning.
- 1) Restricted Burning (permit required). Outdoor burning of any kind may be restricted upon issuance of a burning ban order by the AHJ for environmental conditions such as prolonged dry periods, or for other reasons at the discretion of the AHJ.
 - a. Open Burning. There shall be no open burning of any combustible waste material except as allowed by permit and subject to the following regulations:
 - (1) A Franklin Burning Permit must be obtained from the Office of the City Clerk (9229 W. Loomis Rd.) by the listed property owner prior to ignition. (Permits shall only be issued to owners of one- and two- family residential properties).
 - (2) Wind velocity shall not exceed nine miles per hour.
 - (3) Contents of the pile may contain only dry leaves, brush, and other dry plant material.
 - (4) Burning of construction or packaging materials is prohibited.

- (5) The size of the burn pile shall not exceed four feet in width or three feet in height.
- (6) Open burning shall be constantly supervised by a competent person, at least 16 years old, until the fire is extinguished.
- (7) The pile to be burned shall be a minimum of 50 feet from buildings and 25 feet from any public roadways.
- (8) If smoke travels in such a manner as to cause a nuisance to neighbors, or obscure any public roadway, the fire shall be required to be extinguished.
- (9) Open burning shall only be permitted from 7:00 a.m. to ½ hour after sunset.
- (10) Open burning shall be permitted from April 1 to June 15 and October 15 to November 30.
- (11) Flammable or combustible liquids shall not be used to ignite or accelerate the fire at any point.
- (12) A garden hose or other means of extinguishment must be present and readily accessible at all times.

b. Bonfires. Bonfires may be conducted for public ceremonies, celebrations, and special events; only with a permit approved by the fire department, and subject to the following conditions and requirements:

- (1) An application shall be obtained from and submitted to the fire department no less than seven days prior to the date of the event.
- (2) The cost of such permit shall be as set forth under §133-21 of this code. (Fees shall be refunded if a bonfire permit application is denied by the AHJ).
- (3) After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter and the promotion of public safety and the security of adjoining property.
- (4) No accumulating of items to burn in the bonfire shall be allowed prior to the issuance of the permit.
- (5) The AHJ reserves the right to re-inspect the bonfire site at any time to ensure public safety.
- (6) Fire shall be no larger than 10 feet in diameter or 10 feet tall.
- (7) The fire area shall be protected by a fire ring or in some other fashion acceptable to the AHJ to prevent fire spread or a fire hazard.
- (8) Fires shall contain only wood; other building products are prohibited.
- (9) Fires shall not be started or accelerated using flammable liquids.

- (10) Fires must be attended at all times by a competent person of at least 18 years of age who has obtained the permission of the property owner.
 - (11) The fire must be at least 50 feet from all structures, roadways and lot lines.
 - (12) If smoke travels in such a manner that it obscures roadways, the AHJ reserves the right to require that the fire be extinguished.
 - (13) A garden hose or other means of extinguishment must be present and readily accessible at all times.
- c. Prescribed burns. Prescribed burns may be conducted in order to control invasive weeds, grasses, and brush for the purpose of restoring native prairie plant species and improving wildlife habitat, with the following conditions and restrictions:
- (1) Prescribed burns shall be conducted only by a professional environmental consulting or engineering firm demonstrating adequate proof of insurance, and with the approval of the fire chief.
 - (2) Prescribed burn requests shall be evaluated and approved or denied on a case-by-case basis at the sole discretion of the fire chief, after consideration of geographic location, present conditions, and potential impact on adjoining properties, structures, and roadways.
- 2) Permissible burning (permit not required).
- a. Grills:
- (1) For other than one- and two- family dwellings, no hibachi, grill, or similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3m) of any structure.
 - (2) For other than one- and two- family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
 - (3) Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.
 - (4) Electric grills shall be permitted to be used and stored on balconies, provided that they are UL-listed and intended for outdoor use; and provided they are left uncovered so as to be readily identified as meeting the requirements of this code.

b. Recreational fires:

- (1) Portable fire pits shall not be used or kindled on any combustible surface, balcony, or under any overhanging portion; or within 25 feet of any structure unless contained in an approved manner.
- (2) Total fire area shall not exceed three feet in diameter and two feet in height.
- (3) Only dry firewood may be burned; burning of yard waste, construction materials, or other refuse is prohibited.
- (4) Recreational fires shall be attended at all times by a competent person at least 16 years old, who has obtained the permission of the property owner.
- (5) Flammable or combustible liquids shall not be used to ignite the fire.
- (6) Smoke shall not be a nuisance to neighbors or public roads.

E. Possession of ignition devices.

1) Defined.

a. "Ignition device," for the purpose of this section shall be defined as:

- (1) Matches.
- (2) Lighters.
- (3) Any other materials when used for the purpose of ignition.

b. Minor: any child under 18 years of age.

- 2) Possession prohibited. No minor may possess any ignition device, unless under the direct supervision of, or with direct permission of, a parent or legal guardian.
- 3) Delivery prohibited. No person may sell, give, deliver or make accessible any ignition device to a minor without the permission of the minor's parent or legal guardian.
- 4) Confiscation. Any ignition device possessed by a minor may be confiscated by any peace officer, fire chief or authorized designee of the fire chief. Once confiscated, these ignition devices shall become the property of the confiscating authority and shall be processed accordingly as evidence in the commission of a crime or made inoperable and disposed of properly.
- 5) Penalty.
 - a. Any person who shall violate any of the provisions of this subsection shall, for each and every violation, be punishable by forfeiture, plus any costs or surcharges as required by law.
 - b. In addition to any other penalties provided for in this code, the judge of any court of any competent jurisdiction may order any person found guilty of violating this ordinance to any educational program as the court deem appropriate and include as part of the penalty therein that such person pay the costs of such educational program.

F. Christmas tree sales. For the purpose of this subsection, the following minimum standards shall apply to the storage, handling, and display of live Christmas trees and foliage:

- 1) Trees and foliage shall be stacked not closer than 10 feet to any gasoline pump or other device for the transfer of petroleum products.
- 2) Aisles or clear spaces of not less than three feet shall be maintained at all times.
- 3) A fire extinguisher with a 2A-10BC rating or greater shall be provided by the merchant for each 75 feet of travel display and/or storage area.
- 4) All storage and sales of live Christmas trees and foliage shall be held outside of buildings.
- 5) It shall be unlawful to light a match or any flame-producing device or to smoke or carry a lighted cigar, cigarette, or pipe in areas where live Christmas trees or foliage is displayed, sold, or stored. The person in charge of the Christmas tree sales shall post a "NO SMOKING" sign in locations designed to give persons entering the area notice of this regulation.

G. Blasting.

- 1) Permit required. All persons or entities who perform blasting in the city shall obtain the proper permit prior to storage or use of blasting agents or explosives. Application for a permit may be obtained at the fire department. Applications shall be submitted not less than seven days prior to the date of such blasting project. No accumulation of blasting agents or explosives shall be allowed prior to the issuance of the permit. After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter, promotion of public safety and security of adjoining property. The AHJ reserves the right to reinspect the project site at any time to ensure public safety. The cost of such permit shall be as provided in §133-21 of this code.
- 2) Exemptions. Persons or entities engaged in the active operation of quarrying activities, as a legal, nonconforming, permissive or special use of land, prior to the effective date of this chapter, shall be exempt from the permit requirement hereunder.

H. Carbon-monoxide (CO) detectors. [Added 7-24-2012 by Ord. No. 2012-2086]

- 1) Intent. The intent of this section is to decrease the leading cause of poisoning deaths in the United States by requiring the installation and maintenance of carbon monoxide (CO) detectors.
- 2) Installation required. Installation shall be required, installed, tested and maintained as set forth in §101.149 Wis. Stats.

I. Smoke Alarms [Added 7-24-2012 by Ord. No. 2012-2086]

- 1) Installation required. A "ten year" smoke alarm with a sealed battery or smoke alarms hardwired to the structure's electrical power with a battery backup and interconnected with each other shall be installed in all multi-family and mixed use occupancies not later than January 1, 2013. Smoke alarms must be installed in all bedrooms, in the common hallway outside of the bedrooms and/or at the head of all stairways and/or in locations required by the AHJ.
- 2) Testing and maintenance.

- a. The owners of multifamily occupancies are responsible for monthly testing and documentation of the same for all smoke alarms not located within tenant areas.
 - b. The owner and/or occupant of mixed-use occupancies are responsible for monthly testing and documentation of the same for all smoke alarms located within areas they occupy.
- 3) Once notified of a missing or defective smoke alarm, the owner of a multifamily occupancy shall repair or replace the smoke alarm within five days.
- J. Outdoor, ordinary combustibles-fired or fuel furnaces. An outdoor wood-fired furnace shall not be installed or used within the City. [Added 7-24-2012 by Ord. No. 2012-2086]

§133-18. Flammable, combustible, and hazardous materials.

- A. The following items shall not be stored in any multifamily dwelling in the community:
 - 1) Charcoal, except in a metal container equipped with a metal cover.
 - 2) Oily rags or oily dust mops.
 - 3) Flammable liquids.
 - 4) Bottle gases: propane, acetylene, oxygen or other substances of similar nature.
 - 5) Gasoline motors and gasoline power equipment.
 - 6) Dangerous or hazardous amounts of flammable, combustible or explosive material as determined by the AHJ.
 - 7) Dangerous accumulations of rubbish, waste paper, boxes, shavings, or other highly flammable materials as determined by the AHJ.
 - 8) Dangerous accumulations of dust or waste materials in air conditioning systems.
- B. Flammable, combustible and hazardous materials shall be identified in accordance with NFPA 704.

§133-19. Special inspections required.

- A. At the adoption of this code all CBRFs adult family homes, adult day-cares and child day-care centers (group) will be inspected not less than once a year by the Fire Department. A courtesy fire inspection is recommended for all family child day-cares.

§133-20. Fire inspection fees. [Amended 2-21-2006 by Ord. No. 2006-1873]

- A. A fire inspection fee shall be charged to the property owner and/or property occupant, jointly and severally, and respectively for each part or portion of a building, structure or premises subject to a separate zoning compliance permit and/or a separate occupancy permit requirement, including for each return or repeat inspection of each building, structure, and premises or part or portion thereof. [Amended 2-6-2007 by Ord. No. 2007-1907]
- B. The annual fee shall constitute a special charge against the property inspected and shall be entered upon the tax roll as a charge against the property unless previously paid, and all proceedings in relation to the collection, return, and sale of the property for delinquent real estate taxes shall apply to the collection of any unpaid inspection fees.

- C. The fee for the required fire inspections shall be charged to and paid by the owners of multifamily residential property, mixed use property, commercial property, industrial property, health-care-facility property, schools, churches and other places of worship, child day-care centers, rooming houses, community-based residential facility property, adult- family-home property, adult- day- care facility property, nursing home property and assisted living property. Inspection fees to be charged and paid under this section shall be in the amount of \$20 for an inspection which does not exceed 20 minutes in duration; \$30 for an inspection which does not exceed 40 minutes in duration; \$40 for each inspection which does not exceed 60 minutes in duration; and \$40 pro rata for each portion of an inspection hour in addition to and immediately following an initial hour of inspection. Total inspection fees charged to any single property or facility shall not exceed \$500 in a calendar year.
- D. Should reinspections be necessary for any purpose, the base fee for all reinspections shall be \$75 for any portion of an hour, however this fee shall be waived if all conditions and violations have been corrected and the building and/or space is in full compliance with the requirements of this code.

§133-21. Fees.

- A. Fees shall be established for permits shall be payable to the municipality--Fees are subject to change.
 - B. Permit fees. The fees established in Table 133-21A apply to permits required by this code.
- Table 133-21A**

Permit	Fee
Bonfires	\$50 per fire
Open Burning	\$15 per year
Blasting	\$100 per project
Fireworks	\$50 per event
High-piled storage	\$300 per permit*
Addition, alteration, or removal of 1-20 sprinkler heads or alarm components <u>to an existing system</u>	\$50 per project
Installation of any fire protection system; including fire sprinkler, fire alarm, wet chemical, clean agent, water mist, or other	\$100 per project; in addition to any plan review and inspection fees charged by authorized third party contracted plan review consultant.

§133-22. Violations and penalties.

- A. Any person who violates any of the provisions of this code, or who fails to comply with any order made hereunder, or who builds in violation of any detailed statement of specifications or plans submitted and conditionally approved hereunder, or any certificate or permit herein from which no such appeal has been taken, or who fails to comply with such an order as affirmed or modified by a court of competent jurisdiction within the time fixed herein, shall for each and every violation and noncompliance be subject to the following:
- B. Imposition by forfeiture of no more than \$500 per day by the Municipal Court
- C. Imposition of a penalty for each such violation shall not excuse the violation or permit it to continue, and such violations or defects shall be corrected or remedied within the time stated in the order. Each and every day that a violation of this code occurs constitutes a separate offense.
- D. False alarms. If the fire Department responds to three or more false alarms in one calendar year, the Fire Department may:
 - 1) Fine the building owner or occupant the amount as per City of Franklin § 76-7 to reimburse the Fire Department for the cost of equipment and personnel that was used to respond to the alarm.
 - 2) Require that the fire alarm be serviced, upgraded, or replaced to bring the alarm system into compliance with current code in order to prevent future false alarms.
- E. Any contractor that begins installation and/or alteration of any system regulated by this code prior to obtaining the required permit will be charged a triple fee.

§133-23. Appeals.

- A. Whenever the AHJ shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provision of this Code do not apply or that the true intent and meaning of this Code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the AHJ.
- B. Appeals shall be submitted, in writing, to the Chief of the Fire Department for a review of the initial determination within 30 days from the date of the decision of the AHJ.
- C. All appeals shall follow Wisconsin Statute Chapter 68, Municipal Administrative Procedure.
- D. Whenever the Fire Official shall disapprove an application or refuse to grant a license or permit applied for, or when it is claimed that the provisions of this chapter do not apply or the true intent and meaning of this section have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Official to the Board of Zoning and Building.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>10/15/2019</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval of an Agreement for Fire Protection Plan Review and Inspection Services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.10.</i></p>

The fire department is seeking Council approval for an agreement for fire protection consulting, plan review, and inspection services with Fire Safety Consultants, Inc. (FSCI).

The fire department utilizes a third party consultant to review complex fire protection system plans (primarily fire alarm and automatic fire sprinkler systems), to inspect them as they are installed, and to witness system acceptance testing upon completion. While ultimate legal liability remains with the system designer and installing contractor, for the sake of public safety, it is in the department's and city's interest to ensure that these systems are designed and installed in compliance with the regulatory codes and standards; however, the fire department does not employ staff that has the requisite training, education, and qualifications to be able to effectively evaluate such systems and judge their efficacy (essentially the equivalent a licensed architect or practicing engineer).

There are relatively few companies that perform these services, and the department has historically used the same consultant for more than 20 years. However there appears to never have been any formal agreement in place, and, while a corporation, the fact that it is a single individual employee, has increasingly caused availability and scheduling concerns, and the department has been forced to investigate other potential contractors.

Fire Safety Consultants, Inc. (FSCI) was highly recommended by multiple fire chiefs in the area, as well as the Building Inspector, who had worked with them at his previous employer. After consultation with FSCI, it is clear that they can offer significant benefits for the city and department, as well as enhanced customer service towards the contractors and developers doing business in Franklin.

The company has multiple agents in the area, and given reasonable notification, can accommodate the city's significant and increasing development-related workload without any gaps in availability. Unlike the current arrangement, they would work directly with the contractor for scheduling of site visits, and consultation regarding plan reviews as needed. Also unlike the current arrangement, the applicants would pay review fees directly to FSCI, with only a flat permit fee collected by FSCI on behalf of the city. The amount of time that the fire chief and confidential administrative assistant dedicate to scheduling and invoicing on behalf of the current contractor, processing and mailing plans back and forth (as they are currently submitted to the department, mailed to the consultant for review, mailed back to the department, and then received and reprocessed to be mailed back to the applicant) is extremely significant, and often quite burdensome with current staffing. The efficiencies gained by contracting FSCI will be realized by both the department and the applicant, as FSCI is authorized as an agent of the Department of Safety and Professional Services, and separate costly and time-consuming submission and review by DSPS will not be required in most cases.

The City Administrator worked directly with FSCI staff in order to craft an agreement that satisfies any legal liability considerations on behalf of the city; as well as defines the relationship between the entities and establishes work processes and lines of communication between the fire department and consultant.

A draft of the agreement and FSCI's current fee schedule are included.

COUNCIL ACTION REQUESTED

Request Council Approval of an Agreement between the City of Franklin (Fire Department) and Fire Safety Consultants, Inc. to provide Fire Protection Plan Review and Inspection Services.

A G R E E M E N T
For Fire Protection Plan Review and Inspection Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Fire Safety Consultants, Inc. (hereinafter "FSCI"), whose principal place of business is 2420 Alft Lane, Elgin, IL 60124.

W I T N E S S E T H

WHEREAS, FSCI is duly qualified and experienced as a fire protection plan review and inspection services contractor for municipalities in Wisconsin and has offered services for the purposes specified in this AGREEMENT.

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of FSCI to provide such fire protection plan review and inspection services.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and FSCI agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. FSCI shall provide services to the CITY for fire protection plan review and inspection services, as described in Attachment A, Scope of Services.
- B. FSCI shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. FSCI is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. FSCI may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. FSCI is an independent contractor and all persons furnishing services hereunder are employees of FSCI and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of FSCI as employer. The CITY understands that express AGREEMENTS may exist between FSCI and its employees regarding extra work, competition, and nondisclosure.
- E. Should the CITY find deficiencies (used herein as both the singular and the plural) in work performed or reported, it will notify FSCI in writing within thirty (30) days of the Fire Chief becoming informed of such clear or confirmed deficiencies. FSCI will remedy the deficiencies within fifteen (15) days of receiving the CITY's notice, which period may be extended by mutual agreement of FSCI and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

II. FEES AND PAYMENTS

- A. Payments: The CITY and FSCI agree that fees will be paid directly to FSCI by any contractor seeking fire protection plan review and/or inspection services (hereafter “Applicant,” with “new Applicant” reflecting a new project plan, not a new contractor).

Unless otherwise restricted by the CITY by written notice to FSCI, Applicant’s may submit their plans with the correct fee directly to FSCI. Alternatively, the CITY can have plans submitted to the Fire Department of the CITY and forward them to FSCI. If payment from the Applicant is not received with the submittal, FSCI will invoice the Applicant directly.

As such, this eliminates the CITY from having to handle the fee from the Applicant and payment to FSCI. Since the Applicant pays all fees directly to FSCI, it does not cost the CITY anything to use FSCI’s services. The CITY shall have no obligation to pay FSCI for any plan reviews or inspection services for which an Applicant fails to make payment, for any reason.

- B. Fees: Shall be set by FSCI but shall be consistent with their usual and customary Fees charged by FSCI within other communities in Southeastern Wisconsin. A table of such fees is attached as Attachment B. FSCI may amend Attachment B, from time to time, by providing the CITY, in writing, a revised Attachment B at least 30 days prior to the effective date stated on the attachment.

Fee rates, as shown on the then current and effective Attachment B, charged to an Applicant do not change to a new, revised Attachment B during the course of an Applicant’s project (with “project” reflecting submitted plans and the related inspections), unless such first inspection does not commence within 6 calendar months (approximately 182 days) of the stamped plan review approval. Plans rejected as significantly incomplete by FSCI and resubmitted by an Applicant after a change in rates has become effective shall be subject to the changed rates.

The City reserves the right to reject fee increases provided in a new Attachment B by providing a written response within that 30-day (or more, as the case may be) notice period. If not rejected as provided for herein, the new Attachment B shall be deemed to be approved. In the event a new Attachment B is rejected, the CITY and FSCI will work cooperatively to establish a mutually acceptable Attachment B (fee schedule). Absent an approved and effective fee schedule, FSCI shall not accept new submissions from Applicants but shall complete the services for on-going projects with fees charged as per the last approved fee schedule.

- C. Fee Disputes: In the event of a dispute or complaint over fees by an Applicant or by the CITY, the CITY shall provide FSCI with a written notice of such. Following such notice, the CITY and FSCI agree to meet in a timely (not in excess of seven calendar days from the date of the notice unless otherwise mutually agreed upon) manner and to cooperatively work toward a resolution of the matter.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and FSCI.
- B. Additional Services or Services Outside the Scope of Applicant Services. If the City should, in writing, request FSCI services listed on Attachment B directly for itself and not for an Applicant, the City shall pay FSCI for such services within 30 days of receipt of an undisputed invoice for such services.

IV. ASSISTANCE AND CONTROL

- A. Fire Chief Adam Remington, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of FSCI.
- B. The CITY will timely provide FSCI with information in its possession related to an Applicant's project as mutually deemed necessary and pertinent.
- C. Fred Hoegler, V.P. of Fire Protection Plan Review and Field Services, as FSCI's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to FSCI, as stipulated in the notice. The City may terminate all services or just new Applicant services. Upon such termination by the CITY for new Applicant services, FSCI shall complete any other services for which FSCI has already received payment. Upon such termination for all services, FSCI shall be entitled to payment of such amount as shall fairly compensate FSCI for all performed work up to the date of termination and shall refund Applicant's for any such work that has not been performed.
- B. This AGREEMENT may be terminated by FSCI upon thirty (30) days written notice. FSCI may terminate all services or just new Applicant services, as stipulated in the notice. Upon such termination by FSCI for new Applicant services, FSCI shall not accept submissions or fees from new Applicant's. Upon such termination for all services, FSCI shall refund all plan review fees received for any plan review not yet completed and approved and all inspection fees paid for any inspection not yet completed.
- C. In the event that this AGREEMENT is terminated for any reason, FSCI shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to the scope of services that FSCI may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.

- D. The rights and remedies of the CITY and FSCI under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- E. Failure to maintain qualified and competent staff as determined by the CITY may lead to termination of the agreement, as provided for above.

VI. INSURANCE

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

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
B. Automobile Liability	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$6,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$5,000,000</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
D. Worker's Compensation and Employers' Liability	<p>\$1,000,000 each accident.</p> <p>It is understood that FSCI shall maintain coverage as may be necessary that allows for and/or is required for working in the State of Wisconsin and as may be required of an employer in Illinois who is working in another state.</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
E. Errors and Omissions (Professional Liability)	<p>\$2,000,000 per claim \$2,000,000 annual aggregate</p>

Upon the execution of this AGREEMENT, FSCI shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are canceled, permitted to expire, or changed (with regard to the above-listed underlying coverage levels), FSCI shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release FSCI from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event FSCI fails to ensure FSCI or FSCI uses a subcontractor not allowed under this AGREEMENT, FSCI shall indemnify and hold the CITY and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage shall remain with FSCI; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure FSCI has the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. FSCI warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason, except per item E below.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the FSCI.
- C. FSCI shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of FSCI, or the agents, employees or workmen of FSCI in any respect whatsoever.

- D. To the fullest extent permitted by law, FSCI shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of FSCI or FSCI'S officers, directors, partners, employees, and consultants in the performance of FSCI'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless FSCI, FSCI'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, FSCI'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of FSCI and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that FSCI'S negligence bears to the total negligence of the CITY, FSCI, and all other negligent entities and individuals.

VIII. TIME FOR COMPLETION

FSCI shall commence work promptly and diligently upon execution of this AGREEMENT and shall continue to perform promptly and diligently during the term of the AGREEMENT, including meeting all services expectations in Attachment A.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

Unless otherwise required herein, FSCI shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by FSCI to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: FSCI stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law.

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

- C. Conflict of Interest: FSCI warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. FSCI warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to FSCI. Upon receipt of such notification, a CITY review and written approval is required for FSCI to continue to perform work under this AGREEMENT. Additionally, FSCI shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

- D. Transition to FSCI Services: FSCI and the CITY acknowledge that a few Applicant projects were submitted directly to FSCI by the CITY while this AGREEMENT for services was being prepared and submitted for approval and execution. The parties agree that those projects, submitted to FSCI on or after October 4, 2019, but prior to execution of this agreement, shall be retroactively covered by the terms of this agreement, except that the CITY shall pay for such services directly unless otherwise mutually agreed to.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any FSCI proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Fire Safety Consultants, Inc.

Stephen R. Olson, Mayor Dated

Keith S. Frangiamore, CFPS, President Dated

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

_____ Dated

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated

ATTACHMENT A
SCOPE OF SERVICES
For Fire Protection Plan Review and Inspection Services

PLAN REVIEW SERVICES:

FSCI will provide fire protection plan review and inspection services, including fire sprinkler, fire alarm, kitchen hood, gas suppression system, etc. reviews. FSCI will review the plans and send a set of stamped drawings and the review letter to the Fire Department with a copy to FSCI and others as directed.

As part of FSCI plan review and inspection services, FSCI will:

1. Perform all plan reviews with inspections (4) for one set fee per project discipline.
2. Stamp the reviewed drawings and provide technical letter recommending compliance status.
3. Provide free telephone consulting to the CITY and CITY personnel on the project being reviewed.
4. An additional service that FSCI provides for the CITY is free telephone consulting on any code questions.
5. Provide fire protection and building code plan review turnaround within ten working days.
6. Attend a meeting with the CITY on a new project to discuss the fire protection requirements with the architect and/or his engineer if needed.

INSPECTIONS:

FSCI will provide inspections and witnessing of both new and existing fire protection systems testing for the City. FSCI will inspect the systems for compliance with required codes and approved plans. FSCI will then provide the Fire Department, Inspection Services, and others as directed with a report on the inspections, test performed, and recommendations.

ATTACHMENT B
FEE STRUCTURE

The item you sent will be printed out, labelled "Attachment B" and attached.



Specializing in Fire, Building, and Life Safety

Corporate Office

2420 Alft Lane
Elgin, IL 60124
P: 847.697.1300
F: 847.697.1310

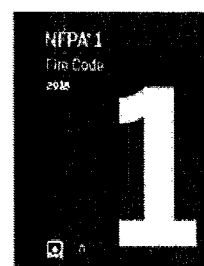
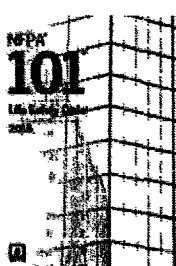
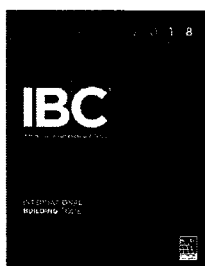
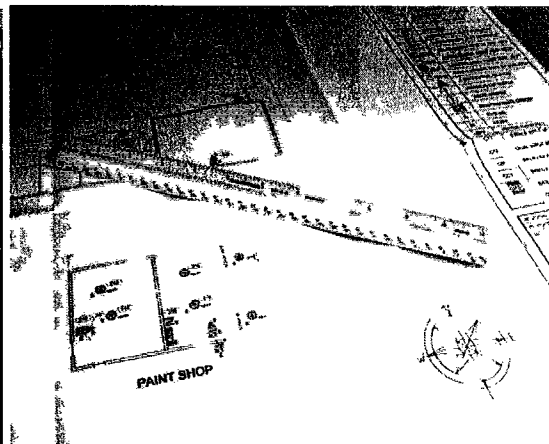
www.firesafetyfsci.com

Regional Office

23650 Woodward Avenue
Suite 200
Pleasant Ridge, MI 48069
P: 248.545 3330
F: 248.545 3376

Fire Safety Consultants, Inc. Fee Schedule

Effective January 2, 2018



- ◆ **Plan Review Services for Building, Fire, Life Safety Codes and Fire Protection Standards**
- ◆ **Inspections & Testing of Fire Protection Systems**
- ◆ **Consulting—Building, Fire, Life Safety Codes and Fire Protection Standards including Annual Fire & Life Safety Code Inspections**

- ◆ **Educational Seminars**
- ◆ **Fire Protection System Inspection, Testing & Maintenance (ITM'S)**
- ◆ **Fire Service Planning & Management**
- ◆ **Fire Investigations Related to Fire Protection Systems and Equipment**
- ◆ **Site Investigation Reports**

FSCI BASIC FEE SCHEDULE
Effective January 2, 2018

SEMINARS

FSCI is a leader in the field of fire protection seminars for architects, engineers, building code officials, fire officials and building owners.



These seminars have been taught for the Michigan Fire Inspectors Association and the Illinois Fire Inspectors Association as well as other customers in many different states and countries.

FSCI is an ICC Preferred Provider and provides CEU's for ICC approved seminars.

We are currently approved CEU providers in Michigan, Wisconsin, New Jersey, and Pennsylvania. FSCI will apply for CEU Provider approval in any state upon request.

Some of FSCI's seminars include:

- ✧ *Understanding the International Fire Code*
- ✧ *Fire Alarm System Plan Review*
- ✧ *International Building Code Concepts*
- ✧ *National Fire Alarm Code for the Code Official*
- ✧ *General Storage & ESFR Sprinklers*
- ✧ *Kitchen Hood Wet Chemical & Mechanical Systems*
- ✧ *Clean Agent Suppression Systems*
- ✧ *Inspection, Testing & Maintenance of Fire Protection Water Based Systems*
- ✧ *Inspection, Testing & Maintenance of Fire Alarm Systems Water*

LUNCH TALK PRESENTATION		
Length	Instructor Fee	Book/Material Fee
Up to 1 hour	None	Cost of books and materials will vary based on the topic.

HALF DAY SEMINAR		
Length	Instructor Fee	Book/Material Fee
2 hour	\$255.00	Cost of books and materials will vary based on the topic.
3 hour	\$380.00	
4 hour	\$505.00	

ONE & MULTIPLE DAY SEMINARS		
Length	Instructor Fee	Book/Material Fee
Per Day	\$855.00	Cost of books and materials will vary based on the topic

TRAVEL EXPENSES	
	Fee
Mileage, airfare, lodging, rental car, meal allowance, parking, etc.	Actual Travel Costs

FSCI BASIC FEE SCHEDULE

Effective January 2, 2018

FIRE PROTECTION, BUILDING CODE, FIRE & LIFE SAFETY

I. PLAN REVIEW SCHEDULES

- All plan reviews are completed for one set fee per project discipline.
- All fire protection plan review fees **with inspections** include up to four (4) field inspections for one set fee, per project discipline (except as noted).

Sprinkler Systems NFPA 13 and 13R

NUMBER OF SPRINKLERS	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 20 (minimum fee)	\$210.00	\$410.00
21 to 100	\$440.00	\$890.00
101 to 200	\$585.00	\$1,200.00
201 to 300	\$670.00	\$1,325.00
301 to 500	\$985.00	\$1,675.00
Over 500	\$985.00 plus \$1.09 for each sprinkler over 500	\$1,675.00 plus \$1.20 for each sprinkler over 500

Residential NFPA 13D

NUMBER OF SPRINKLERS	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 25	\$190.00	\$320.00
26 to 50	\$225.00	\$355.00
51 to 100	\$235.00	\$365.00
Over 100	\$235.00 plus \$1.16 for each sprinkler over 100	\$365.00 plus \$1.55 for each sprinkler over 100

Fire Detection and Alarm Systems

NUMBER OF ALARM DEVICES	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 25	\$205.00	\$410.00
26 to 50	\$440.00	\$785.00
51 to 75	\$705.00	\$1,075.00
76 to 100	\$855.00	\$1,250.00
101 to 125	\$1,025.00	\$1,440.00
Over 125	\$1,025.00 plus \$5.70 per additional device over 125	\$1,440.00 plus \$8.40 per additional device over 125

Standpipe, Fire Pumps and Underground Water Main Systems

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Standpipe Systems	\$225.00	\$550.00
Fire Pumps	\$205.00	\$455.00
Underground Water Main*	\$365.00	\$650.00

*Additional fees may apply for large or complex projects.

Restaurant Wet Chemical Systems

NUMBER OF NOZZLES	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 15	\$285.00	\$480.00
16 to 30	\$395.00	\$660.00
31 to 50	\$505.00	\$840.00
Over 50	\$505.00 plus \$10.00 for each nozzle over 50	\$840.00 plus \$16.70 for each nozzle over 50

Restaurant Mechanical Hood and Duct Systems

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Mechanical Hood & Duct System	\$395.00 for 1 st hood \$200.00 for each additional hood reviewed at the same time.	\$885.00 for 1 st hood \$400.00 for each additional hood reviewed at the same time.

Smoke Control/Management/ Exhaust Systems

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Smoke Control/Management	\$755.00 minimum fee per system Plus hourly rate after 6 hours	\$1,505.00 minimum fee per system Plus hourly rate after 12 hours

Clean Agent Suppression Systems or Dry Chemical Systems*

CUBIC FOOTAGE OF PROTECTED AREA	WITHOUT INSPECTIONS	WITH INSPECTIONS
0 TO 5,000	\$470.00	\$895.00
5,001 TO 10,000	\$585.00	\$1050.00
Over 10,000*	\$585.00 plus \$.05 per cubic foot over 10,000	\$1050.00 plus \$ 10 per cubic foot over 10,000

*May require additional fire alarm review fee.

Fire Code Plan Review*

TYPE OF REVIEW	WITHOUT INSPECTIONS	WITH INSPECTIONS
Basic Fire Code Review includes General Precautions, Emergency Planning, Fire Service Features, etc. Chapters 3 - 10.	\$455.00	\$895.00
Special Fire Code Review includes Basic plus High Hazard, Special Hazard, or Special Facilities	\$905.00	\$1,395.00

*Additional fees may apply for large or complex projects.

Life Safety Code Plan Review

CUBIC FEET	LIFE SAFETY CODE WITHOUT INSEPTIONS*	LIFE SAFETY CODE WITH INSPECTIONS**
Up to 10,000	\$355.00	\$680.00
10,001 to 30,000	\$365.00	\$735.00
30,001 to 60,000	\$410.00	\$780.00
60,001 to 80,000	\$465.00	\$845.00
80,001 to 100,000	\$520.00	\$900.00
100,001 to 150,000	\$635.00	\$1,380.00
150,001 to 200,000	\$725.00	\$1,565.00
Over 200,000	\$725.00*	\$1,665.00**

*Life Safety Code \$725.00 plus \$1.95/10,000 cu. ft. over 200,000 cu. ft.
 15% reduction in fee for tenant space build out when reviewing multiple disciplines.
 **Life Safety Code with inspections - \$1,665.00 plus \$3.95/10,000 cu. ft. over 200,000 cu. ft.

ONE AND TWO FAMILY DWELLING FEE SCHEDULE

One and Two Family Dwellings Plan Review without Inspections

SQUARE FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	ALL DISCIPLINES
Up to 3,000	\$205.00	\$205.00	\$205.00	\$245.00	\$605.00
Over 3,000	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.20/sq. ft.

One and Two Family Dwellings Plan Review with Inspections*

SQUARE FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	ALL DISCIPLINES
Up to 3,000	\$485.00	\$485.00	\$485.00	\$525.00	\$1,405.00
Over 3,000	Add \$.18/sq. ft.	Add \$.18/sq. ft.	Add \$.18/sq. ft.	add \$.21/sq. ft.	Add \$.45/sq. ft.

*Additional inspections required after 3 (per discipline) are \$100.00 per hour with a minimum fee of \$150.00

Building Plan Review without Inspections

CUBIC FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	SPECIAL USES	ACCESSIBILITY	ENERGY
Up to 10,000	\$310 00	\$310.00	\$310.00	\$310 00	\$310 00	\$310 00	\$310.00
10,001 to 30,000	\$365 00	\$365 00	\$365 00	\$410 00	\$365 00	\$365 00	\$410 00
30,001 to 60,000	\$410 00	\$410 00	\$410 00	\$510 00	\$410 00	\$410 00	\$510 00
60,001 to 80,000	\$465 00	\$465 00	\$465 00	\$615 00	\$465 00	\$465 00	\$615 00
80,001 to 100,000	\$520.00	\$520 00	\$520 00	\$745 00	\$520 00	\$520 00	\$745.00
100,001 to 150,000	\$635 00	\$635.00	\$635 00	\$905.00	\$635 00	\$635 00	\$905 00
150,001 to 200,000	\$725 00	\$725.00	\$725.00	\$1,160 00	\$725 00	\$725 00	\$1,160 00
Over 200,000	\$725 00*	\$725 00*	\$725 00*	\$1,160 00**	\$725.00*	\$725 00*	\$1,160 00**

*Building/Mechanical/Plumbing/Special Uses/Accessibility - \$725 00 plus \$1 95/10,000 cu. ft. over 200,000 cu ft
 **Electrical - \$1,160.00 plus \$3 75/10,000 cu. ft over 200,000 cu ft
 Special Uses include assembly, covered malls, high rise, atriums, institutional, R-1 & R-2 and high hazard occupancies
 15% reduction in fee for tenant space build out when reviewing multiple disciplines

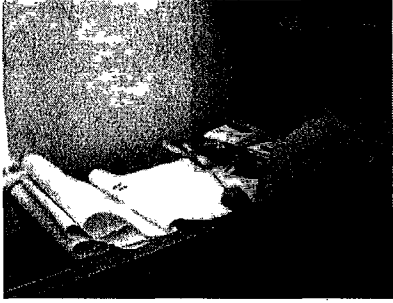
Building Plan Review with Inspections

CUBIC FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	SPECIAL USES	ACCESSIBILITY	ENERGY
Up to 10,000	\$680 00	\$680 00	\$680 00	\$680 00	\$680 00	\$680 00	\$680.00
10,001 to 30,000	\$735 00	\$735 00	\$735.00	\$780 00	\$735 00	\$735.00	\$780 00
30,001 to 60,000	\$780 00	\$780.00	\$780 00	\$875 00	\$780.00	\$780 00	\$875 00
60,001 to 80,000	\$845.00	\$845.00	\$845 00	\$980 00	\$845 00	\$845 00	\$980 00
80,001 to 100,000	\$900 00	\$900 00	\$900 00	\$1,385 00	\$900 00	\$900 00	\$1,385 00
100,001 to 150,000	\$1,380 00	\$1,380 00	\$1,380 00	\$1,645 00	\$1,380 00	\$1,380 00	\$1,645 00
150,001 to 200,000	\$1,565 00	\$1,565 00	\$1,565 00	\$2000 00	\$1,565 00	\$1,565 00	\$2000 00
Over 200,000	\$1,665 00*	\$1,665.00*	\$1,665 00*	\$2,100 00**	\$1,665 00*	\$1,665 00*	\$2,100 00**

*Building/Mechanical/Plumbing/Special Uses/Accessibility - \$1,665 00 plus \$3 95/10,000 cu ft. over 200,000 cu ft.
 **Electrical - \$2,100 00 plus \$7 85/10,000 cu ft over 200,000 cu ft
 Special Uses include assembly, covered malls, high rise, atriums, institutional, R-1 & R-2 and high hazard occupancies
 15% reduction in fee for tenant space build out when reviewing multiple disciplines
 Above fees include two site inspections (per discipline) and one final life safety inspection

II. EXPEDITED SERVICE

Fire protection plans reviewed in 3 to 5 business days. Building plans reviewed in 5 to 7 business days. Inspections will be scheduled as soon as possible, if applicable.



- Add 100% to the base plan review fee including inspection fees, if applicable.
- The review letter will be faxed or e-mailed and plans are returned UPS.
- FSCI retains the right to extend the review time on large projects for quality assurance.

III. ELECTRONIC PLAN REVIEW SERVICES

- FSCI now offers electronic plan review services only where approved by FSCI's municipal client.
- Electronic plan review fee surcharge of \$75.00 will apply to each discipline reviewed electronically.
- All electronic plan reviews will be completed and distributed electronically.

IV. INSPECTIONS

- All fire protection plan review fees with inspections include:
 - Up to four field inspections completed for one set fee (per project discipline except as noted).
 - ❖ Examples of inspections include:
 - Sprinkler or underground hydrostatic test
 - Sprinkler main drain test
 - Dry-pipe system 24 hour air and trip tests
 - Fire alarm open ceiling inspections where required by the municipality
 - Fire alarm system 100% system acceptance test - all devices
 - Suppression gas system discharge test
 - Room integrity test
 - Wet chemical system discharge test
 - Final inspection
- FSCI requests 72 hours notice for inspections.
- FSCI reserves the right to charge additional inspection fees for exceptional, large, design build, phased construction or special projects at \$100.00 per hour.
- Minimum inspection fee is \$150.00.

V. SPECIAL PROJECTS AND SYSTEMS

- Estimates available for large, designed build, special projects, special suppression, or special detection systems

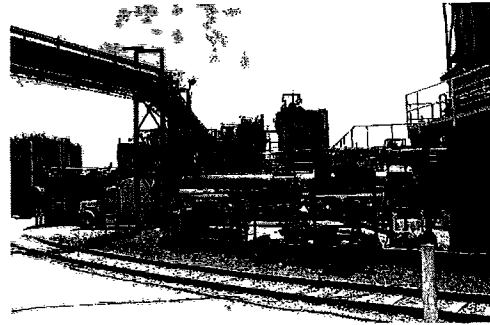
VI. CONSULTING

- Building, Fire, Life Safety and Fire Protection Consulting

\$150.00 per hour **minimum.**

- Legal Work and Courtroom Testimony

\$200.00 per hour **minimum.**



Sprinkler System Commodity vs. Density Study

STUDY	WITHOUT SITE VISIT	WITH SITE VISIT
Sprinkler system commodities storage parameters based on fire sprinkler system design	\$980.00 per system Where sprinkler plans and calculations are provided	\$1,470.00 per system Includes design evaluation of existing fire sprinkler system

FSCI offers a full range of fire, building and life safety services including:

- ◆ Plan Review Services of Building Code, Fire Code, Life Safety Code and Fire Protection System Standards
- ◆ Inspections and Testing of Fire Protection Systems
- ◆ Consultation related to Building Code, Fire Code, Life Safety Code and Fire Protection System Standards
- ◆ Educational Seminars
- ◆ Fire Protection System NFPA 25 Inspections
- ◆ Fire Investigations Related to Fire Protection Systems and Equipment



FSCI was formed in 1983 as a firm of fire protection specialists dedicated to providing the highest quality, code-based fire protection plan review services. We are one of the largest, 3rd party plan review service companies in the United States, providing plan reviews for more than 200 municipalities and fire departments as well as many private companies throughout the U.S. Because of our code official roots, we will always work with local authorities to resolve all issues based on code requirements.

Participation in the code development process gives our staff an intimate knowledge and understanding of many codes and standards. FSCI principals and senior consultants are involved in the code development process on the national and state levels. Some of these committees include NFPA 13, NFPA 24, NFPA 72, NFPA 101, NFPA 291, NFPA 1201, NFPA 1250, NFPA 5000, and the ICC International Fire Code.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 15, 2019
REPORTS AND RECOMMENDATIONS	REQUEST FOR COUNCIL ACTION TO SURVEY PROPERTY OWNERS TO EXTEND WATERMAIN ALONG S. 27 TH STREET AND W. ACRE AVENUE	ITEM NUMBER <i>G.11.</i>

BACKGROUND

A property owner at 8517 S. 27th Street has requested that the City construct a watermain to serve his property and assess affected property owners. The initiation of that process is to survey affected property owners. The nearest points of connection to the water systems are at the intersections of S. 27th Street/W. Puetz Road and W. Acre Avenue / S. 35th Street. The owner initially started with a desire to construct two single family houses and the current plans are to construct the first LEED® Platinum building in Franklin. His plan has also drifted from installation of the watermain with his efforts to a request that the City construct the watermain.

ANALYSIS

If Common Council should direct Staff to survey the area, this watermain would ideally be looped and the logical route would be: from S. 27th Street/W. Puetz Road; north on S. 27th Street; west on W. Acre Avenue; and terminating at W. Acre Avenue / S. 35th Street. The watermain would need to be sized using the water model for the City, but for the purposes of this discussion, it is assumed that W. Acre Avenue would have an 8-inch watermain and the watermain along S. 27th Street would be approximately 16-inch.

8517 S. 27th Street is approximately 200 feet south of W. Acre Avenue and approximately 1,200 feet north of the watermain on W. Puetz Road (one connection to Oak Creek). The distance of a watermain required along W. Acre Avenue from S. 35th Street to S. 27th Street is approximately 2,600 feet. Without any detailed level of analysis, the project budget could easily exceed \$700,000. Current assessment rates for residential zoned property is \$119.43/LF for single- or two-family zoned, and \$145.97/LF for business, industrial or multifamily zoning. Staff has not done an analysis on the potential assessment recoupment. A survey of the affected property owners may suggest that the City consider a project from just one of the terminus points.

If the property owner were to construct the watermain, Staff would consider allowing a project from just one of the terminus intersections. This discussion should include input from the Board of Water Commissioners. Under this scenario, the City would pay the difference between an 8-inch watermain and the needed size watermain.

After repeated requests, the property owner has not secured the support of an alderman. Likewise, it does not appear that the property owner has garnered support from any other affected property owners.

OPTIONS

- A. Direct Staff to further scope a potential project and survey property owners along W. Acre Avenue and S. 27th Street from S. 35th Street to W. Puetz Road.
- B. Deny current request.
- C. Refer back to Staff with further direction.

FISCAL NOTE

The 2020 proposed budget includes \$500,000 for watermain extensions and there are currently over \$1.8 million in the water impact fees to compensate for any oversizing costs. Note that a new tower is being planned that will tap the water impact fee fund.

COUNCIL ACTION REQUESTED

- A. (Option B) Deny request to survey property owners to extend watermain along S. 27th Street and W. Acre Avenue.

Engineering: GEM

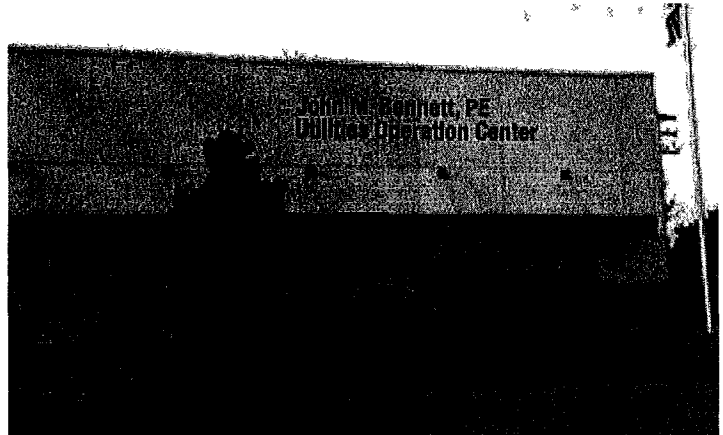
APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 15, 2019
Reports & Recommendations	RESOLUTION TO RENAME THE SEWER AND WATER OPERATIONS CENTER TO THE "JOHN M. BENNETT, PE UTILITIES OPERATION CENTER" (5550 W. AIRWAYS AVENUE)	ITEM NO. <i>G.12.</i>

BACKGROUND

Resolution 2010-6634 is a resolution establishing a City buildings, parks and facilities naming policy. Among other requirements, the Common Council shall request the review and recommendation of the Board of Public Works for the naming of a public building. Common Council requested the review on August 20, 2019. Both the Board of Water Commissioners and the Board of Public Works considered the matter and both are recommending to the Common Council that the utility building should be renamed to honor Mr. Bennett's almost 45 years of service provided to the City of Franklin.

ANALYSIS

Staff is obtaining a quote from Image 360 (Franklin, WI) to remove old signage and replace with new signage. The new sign on the building is expected to look something like the the illustration on the right.



Staff will need to make applicaton for a sign permit. It is understood that no fees are required as it is a City project.

When all work is completed, Staff plans to have a short ceremony in combination with the annual Engineering/DPW/Utility current and alumni Staff picnic/potluck. Invitaitons will be extended to others and all are welcome.

FISCAL NOTE

Staff is working to obtain a quote for the signage. These costs are traditionally split 50/50 between the water and sewer utilites.

OPTIONS

- A. Pass ordinance with establishing the name "John M. Bennett, PE. Utility Operations Center;"
- B. Direct Staff to apply for sign permit;
- C. Direct Staff to sign contract with Image 360 to change signage on building;
- D. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Options A, B, and C) Resolution 2019-_____ an Ordinance to rename the sewer and water operations center at 5550 W. Airways Avenue to the "JOHN M. BENNETT, PE UTILITIES OPERATION CENTER." Also direct staff to apply for a sign permit without fees and have signage on building changed.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

RESOLUTION TO RENAME THE
SEWER AND WATER OPERATIONS CENTER TO THE
"JOHN M. BENNETT, PE
UTILITIES OPERATION CENTER"
(5500 W. AIRWAYS AVENUE)

WHEREAS, John "Jack" M. Bennett, PE served the City of Franklin as City Engineer, Director of Public Works, and Utility Manager from 1969 to 2014; and

WHEREAS, Jack guided the orderly development of Franklin as an employee, member of numerous boards and commissions, and Franklin resident; and

WHEREAS, Jack was also a leader in the municipal engineering field known and respected far and wide; and

WHEREAS, Jack was instrumental in the planning and development of Franklin's water and sewer utilities, including an impressive sewer and water operations center located at 5550 W. Airways Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to rename the Sewer and Water Operations Center as the "John M. Bennett, PE. Utility Operations Center."

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 _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/19
REPORTS & RECOMMENDATIONS	Authorization For The Department Of Public Works To Sell Surplus Equipment	ITEM NUMBER <i>G.13.</i>

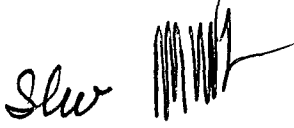
At the August 13th, 2019, and September 19th, 2019, Board of Public Works meeting board members authorized staff to post for sale the following surplus Public Works Equipment:

1. One (1) 2002 Ford Ranger Pickup, bad motor.
2. One (1) 2000 GMC 2500 4x4, oil leak, electrical issues, various other mechanical issues. Previously approved to be sold by Board of Public Works on February 12th, 2019. This vehicle was transferred to DPW on a temporary basis because of our shortage of vehicles. The required repairs have rendered this vehicle no longer useful or safe.
3. One (1) 2008 Ford Explorer 4x4, oil leaks, rear suspension and transfer case issues.
4. One (1) 2006 Tire Changing Machine, no longer in operating condition.
5. One (1) 1997 Parts Washer, outdated and inefficient.
6. One (1) Portable Generator (on trailer), approx. 30 years old, has not been used in over 20 years.
7. Two (2) 8hp 3" Trash Pumps, Homelite 32gpm, unknown age, replacements have been purchased.
8. One (1) Wacker plate compactor, Kohler 4HP engine, model #K91T, 21" x 24".
9. Two (2) plastic 2015 Varitech saddle bag tanks for spreaders, 150 gal., 19"w x 24"t, 10ft long, unused.
10. One (1) Drott Plow with JRB Mount Hitch, no blades & missing parts, in rough shape, not used for approx. 20 years.
11. One (1) 2005 Lazer ExMark Mower, gas engine, unit is beyond lifespan, low power, and in need of many repairs. Unit was replaced in 2016.
12. Four (4) push lawn mowers.
 - A. Yard Machine, 21", Briggs 140cc Engine, gasoline, pull start.
 - B. Toro Super Recycler, model #20033, 6.5HP GTS, gasoline, pull start.
 - C. Kubota, model #W5021, commercial mower, 5HP OHV, gasoline, pull start.
 - D. Toro Super Pro Recycler II, GTS5, electronic start (needs new battery), pull start cover dented.
13. Parts for a Stanley Concrete Breaker, left from an old DPW unit.
14. One (1) Aero Dynic Federal Signal Corp white/red light bar with brackets & wiring.
15. One (1) 2005 Shadow RT Command Light, with wiring & remote.
16. One (1) Remington Heater, multi-fuel or jet-A-fuel, 45,000 BTU.
17. One (1) 2004 Remington Propane Heater, 65-85-100,000 BTU.
18. Two (2) Bench Vie Grips, 6" wide jaws, worn.
19. Miscellaneous Service Manuals

Staff has posted each unit for sale on Wisconsin Surplus, an online auction surplus website (www.wisconsin surplus.com). There is no cost to the seller. The auction will close on October 15th, 2019 at 10:00 a.m.. Staff will then review the highest bid for each item and make a recommendation to Council. The recommendation, along with a request for authorization to sell the surplus equipment, will be distributed at the October 15th, 2019, Common Council meeting.

COUNCIL ACTION REQUESTED

Authorization for staff to accept the highest bids received on the Wisconsin Surplus auction website and sell the above surplus equipment (per the recommendation to be distributed at the meeting).

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">City Hall and Library Fire Alarm and Fire Extinguisher Service and Maintenance Agreement with Starfire Systems Inc.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

The Operations Supervisor for Municipal Buildings annually addresses this issue for the City Hall and Library, with each division ultimately responsible for their portion of the bill. Starfire Systems, Inc. has been performing these services for the City for a number of years. This year a multi-year proposal was submitted, and as such, it is being brought to the Common Council for approval.

Given the nature of the service and for simplicity's sake, the vendor was asked to incorporate our required insurance language directly into their proposal. Also, for consideration of a three-year commitment their request for an annual increase of 5% was restricted to 3% for automatic continuation. If they exceed 3%, the City can cancel with no penalty. Additionally, given the multi-year commitment a standard performance clause was added that could lead to cancellation if they were failing to perform. The core annual pricing is \$2,150 for the buildings' fire alarm systems and \$618.75 for fire extinguishers. Other pricing is on a unit basis and the first year has some sensitivity testing and special battery replacements (based on the results of last year's tests).

Starfire Systems, Inc. is a Franklin company that has served the City well, and staff believes the multi-year commitment serves our mutual benefit. **Staff recommends accepting the three-year proposal from Starfire Systems Inc. for City Hall and Library Fire Alarm and Fire Extinguisher Service and Maintenance.**

COUNCIL ACTION REQUESTED

Move to authorize the Director of Administration to accept the three-year proposal from Starfire Systems Inc. for City Hall and Library Fire Alarm and Fire Extinguisher Service and Maintenance.



October 10, 2019

City of Franklin – City Hall
9229 W. Loomis Road
Franklin, WI 53132
Attention: Mr. Bob Tesch

REFERENCE: BUILDING FIRE ALARM AND FIRE EXTINGUISHERS

Dear Bob;

Thank you for the opportunity to submit this proposal for the service and maintenance of the referenced system and items. This proposal is based on the following information.

DESCRIPTION OF SYSTEM AND ITEMS TO BE SERVICED

- City Hall Building Fire Alarm System (Entire Building)
- City Hall Fire Extinguishers
- Library Fire Extinguishers
- Emergency/ Exit Light Inspections (City Hall & Library)

WORK TO BE PERFORMED DURING NORMAL INSPECTION
BUILDING FIRE ALARM SYSTEM

- Perform control panel integrity test
- Test all detection devices
- Check integrity of field wiring
- Verify proper operation of all alarm devices
- Verify proper operation of manual pull stations
- Test all supervision circuits
- Check proper transmission of alarm and trouble signals to central station
- Verify proper sequence of operation is maintained
- Verify system is in conformance with record drawings (if possible)
- Provide refresher training course for all operating and maintenance personnel
- Provide test report with list of any identified problems and recommendations for correction of any problems

FIRE EXTINGUISHERS

Complete the 13 pt. fire extinguishers annual service inspection as required by the Wisconsin Administrative Code ILHR 51.22 (3), pursuant to NFPA 10 standard for Fire Extinguishers.

FIRE ALARM PRICING

STARFIRE SYSTEMS, INC. proposes to provide the Building Fire Alarm System listed service for the lump sum of \$2,150.00 (two thousand one hundred fifty dollars).

SENSITIVITY TESTING

Starfire Systems Inc. performed an inspection of the referenced fire suppression system on December 26, 2018. This inspection revealed that the system smoke detectors are due for sensitivity testing per NFPA 72. Smoke detectors are required to be sensitivity tested every 5 years.

Starfire Systems, Inc. proposes to provide the required testing of these detectors (one hundred and seventeen photoelectric smoke detectors) for the lump sum of \$1,170.00 (one thousand one hundred and seventy dollars).

NOTE: This price is based on doing the work in conjunction with the next scheduled inspection.

BATTERIES:

Starfire Systems Inc. performed an inspection of the fire suppression system on December 26, 2018. This inspection revealed that (8) 12.0 amp/hour batteries need to be replaced. Per NFPA 72, the batteries must be replaced three years from the date of manufacture.

Starfire Systems, Inc. proposes to replace the existing batteries with eight new batteries for the lump sum of \$480.00 (four hundred eighty dollars) including sales tax.

NOTE: This price is based on doing the work in conjunction with the next scheduled inspection.

CITY HALL FIRE EXTINGUISHERS

(10) 10# ABC Fire Extinguishers for Annual Service	\$57.50
(5) 5# ABC Fire Extinguishers for Annual Service	\$28.75
(1) 13# Clean Agent Fire Extinguisher for Annual Service	\$6.00
(1) 2.5# ABC Fire Extinguisher for Annual Service	\$5.75
(1) 5# ABC Fire Extinguisher for 12-Yr Hydro-Testing	\$35.00
(1) 10# ABC Fire Extinguisher for 6-Yr Internal Testing	\$25.00
City Hall 2019 Total	\$158.00

LIBRARY FIRE EXTINGUISHERS

(1) 5# ABC Fire Extinguisher for Annual Service	\$5.75
(7) 5# ABC Fire Extinguishers for 6-Yr Internal Testing	\$175.00
(8) 5# ABC Fire Extinguishers for 12-Yr Hydro-Testing	\$280.00
Library 2019 Total	\$460.75

EMERGENCY/ EXIT LIGHTING

Emergency/Exit Light Including Battery back-up	\$14.50 each
Emergency/Exit Light Without Battery back-up	\$8.50 each

TERMS AND CONDITIONS

1. Net 30 Days.
2. Price is based on performing one inspection of the system and items per year. This proposal shall be updated on a yearly basis.
3. Price does not include any required repair work, or work outside the scope of a normal inspection. Any required repair work would be performed on a time and material basis at the service rates quoted herein.
4. Price is based on performing all work during normal working hours (7 AM to 5 PM, Monday through Friday).
5. All prices are plus sales tax (if applicable).
6. During the term of the agreement Starfire shall maintain insurance coverage with an Insurance Company authorized to do business in the State of Wisconsin with coverage limits at least equal to the following minimum limits: General/Commercial Liability of \$1,000,000 per each occurrence and \$2,000,000 per annual or general aggregate, including \$2,000,000 projects/completed operations aggregate, Umbrella or Excess Liability coverage for General/Commercial Liability of at least \$4,000,000, and Workers Compensation in accordance with State of Wisconsin statutes. In advance of the initiation of work, the City shall be provided a certificate of insurance listing the City of Franklin as an additional insured for both the General/Commercial Liability and Umbrella/Excess Liability policies.
7. In the event Starfire fails to perform under this contract as to a reasonable and professional level, the City shall provide Starfire with a written notice detailing such failure, and Starfire shall have 30 days to rectify the failure. Should the City find the solution to be inadequate, the contract may be terminated by the City with no penalty or added cost.”

SERVICE RATES (for work outside of a normal fire alarm system inspection):

Regular Scheduled Service (8 hours on site) \$128.00/hour
Monday - Friday, 7:00am - 5:00pm

Priority Service \$160.00/hour
Monday - Friday, 5:00pm - 10:00pm
Monday - Friday, after 8 hours on site
Saturday, 7:00am - 5:00pm

Emergency Service \$202.00/hour
Monday - Friday, 10:00pm - 7:00am
Saturday, 5:00pm - 7:00am,
Sunday

SERVICE RATES CONTINUED:

Holiday Service **\$360.00/hour**

Travel Time (Trip Charge) **.80/mile plus labor**

The above rates would be invoiced on a time, labor, and materials basis. We do not have a minimum hours billing policy.

NOTE: The above rates are subject to a maximum annual increase of 3% occurring on January 1st of each year. If the annual increase exceeds 3%, the City of Franklin has the right to terminate the contract with no additional charges or penalties.

FIRE EXTINGUISHERS SERVICE PRICE LIST

RECHARGE AND TEST

Annual Fire Extinguisher Inspection	\$5.75 each
5# ABC Dry Chemical Fire Extinguisher Recharge	\$19.80 each
10# ABC Dry Chemical Fire Extinguisher Recharge	\$23.00 each
Clean Agent Fire Extinguisher (Does <u>not</u> include chemical)	\$34.00 each
Six Year Internal Test (ABC, BC)	\$25.00 each
Hydrostatic Test (ABC, BC)	\$35.00 each

NOTE: NO ADDITIONAL RECHARGE FEE ON TEST

Mobile Trip Service **\$45.00***

***Waived if extinguishers are completed at the same time as fire alarm.**

Thank you again for the opportunity to submit this proposal. If you should have any questions, please do not hesitate to contact me.

Respectfully Submitted,

STARFIRE SYSTEMS, INC.



Mychalanne M. Page
Service Coordinator

To better serve our customers, we would like to offer you a three year service agreement. This will guarantee your current inspection pricing through 2021.

Proposal Accepted By: _____
(Signature) (Date)


Print Name: _____

Three Year Agreement One Year Agreement

Title: _____

Purchase Order #: _____

Site Contact/Phone #: _____ / _____

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Report on the New State Requirement for each Municipality to Develop and Implement a Comprehensive Private Onsite Wastewater Treatment System (POWTS) Maintenance Program</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G,15.</p>

Wisconsin Administrative Code Section SPS 383.255 (*see full code attached*) requires all governmental units to develop and implement a comprehensive POWTS maintenance program by October 1, 2019. A POWTS is a "Private Onsite Wastewater Treatment System" which typically involves a conventional septic system, mound system, or waste sewage holding tank.

SPS 383.255 also provides that all POWTS, regardless of the date of installation, be inspected and/or pumped every three (3) years and holding tanks at least every year by a properly licensed contractor. As part of these provisions, the City is required to notify POWTS owners of the need to comply with SPS 383.255 and ask that they provide verification of compliance. Essentially, the City is acting on behalf of the State to ensure that all POWTS owners are servicing their systems in accordance with code. Although this is an important program with many beneficial considerations, it is important to recognize that this is a new requirement that the City has not had to perform before.

Depending on the system and its last service date, verification of compliance would consist of the owner providing the completed POWTS Maintenance Program form (*see attachment*) along with the required documentation listed on the appropriately checked section on the form.

In cooperation with the Information Services Department (GIS office), staff has determined that there are approximately 500 POWTS in the City of Franklin. The actual number of affected properties should be determined once the program is run through an initial cycle. Staff estimates the initial cycle to run approximately 18 months. It is worth noting that without the GIS system and GIS staff it would not have been possible to determine an initial pool of subject properties.

Effective September 15, 2019, Inspection Services began the POWTS Maintenance Program by sending notices to the affected property owners. Although the program will not require Inspection Services Staff to conduct site visits, identify, or evaluate the POWTS, it will require an unspecified amount of time that staff will need to dedicate to running the program.

The program will require that regular mailings and follow-up notices be sent to POWTS owners. Staff will maintain the POWTS inventory list and provide enforcement follow-up on occasion when compliance has not been met. The Director of Inspection Services believes the program can be managed by existing department staff.

COUNCIL ACTION REQUESTED

None. Informational only

SPS 383.255 Governmental inventory and maintenance program. (1) (a) 1. A governmental unit shall maintain an inventory of all POWTS located in its jurisdictional area.

2. The inventory shall be updated as existing POWTS are identified and new POWTS are installed or constructed.

(b) At a minimum, a POWTS inventory shall consist of all of the following elements:

1. Legal description of all properties including tax parcel number where a POWTS is located within the governmental unit jurisdictional area.

2. Name and address of the owner of each POWTS located within the governmental unit jurisdictional area.

Note: The inventory does not require site visits, identification of the type of POWTS or an evaluation of the POWTS.

(2) (a) A governmental unit shall develop and implement a comprehensive POWTS maintenance program by October 1, 2019.

(b) At a minimum, a POWTS maintenance program shall consist of all of the following elements:

1. An inventory of all POWTS located within the governmental unit jurisdictional area.

2. A process that accepts and records inspection, evaluation, maintenance and servicing reports submitted by the POWTS owner or the owner's agent for POWTS listed in the governmental unit inventory.

3. A process that accepts and creates a record for each inspection, evaluation, maintenance and servicing report for a POWTS within the governmental unit jurisdictional area but not listed in the governmental unit inventory that is submitted by the POWTS owner or the owner's agent.

4. A process that notifies POWTS owners that are delinquent in submitting reports for inspection, evaluation, maintenance and servicing activities listed in ss. [SPS 383.54 \(3\) and \(4\)](#) and [383.55](#).

5. A process that includes measures meant to ensure that required inspection, evaluation, maintenance and servicing is performed and the results are reported to the governmental unit.

6. Reports summarizing the results of the maintenance program on an annual basis in a format requested by the department.

(3) A governmental unit shall make available to the department, upon request, any and all records necessary to ascertain compliance with this chapter and the provisions as specified in s.

[145.20 \(2\) \(i\)](#), Stats.



CITY OF FRANKLIN
PRIVATE ON-SITE WASTEWATER TREATMENT SYSTEM MAINTENANCE PROGRAM

Notice Date: _____

Property Address _____

Dear Property Owner:

Wisconsin Administrative Code SPS 383 requires that all Private Onsite Wastewater Treatment System (POWTS), regardless of the date of installation, be inspected and/or pumped every three (3) years/holding tanks every year by a properly licensed contractor (In some situations, more frequent maintenance may be necessary). SPS 383 also requires that the City notify POWTS owners that they must supply the City of Franklin Inspection Services Department with verification of maintaining the POWTS on their property.

Please complete the appropriate section below. Sections 5 & 6 must be completed by a properly licensed contractor or service provider:

- 1. [] There is no POWTS on this property. (Property owner may complete this section).
2. [] The residence on this parcel has been demolished or is vacant and scheduled to be demolished on _____ (Property owner may complete this section).
3. [] Attached is documentation showing that the POWTS was inspected and/or tank pumped within the previous three (3) years. (Property owner may complete this section).
4. [] HOLDING TANK ONLY POWTS. Attached is documentation showing that the POWTS HOLDING TANK is serviced at an interval of twelve (12) months or less. (Property owner may complete this section).

_____ Date _____

Property Owner's Signature

5. The septic tank was INSPECTED on _____ (DATE) by a licensed, certified, or registered; POWTS Maintainer; Master Plumber; MP Restricted; Journeyman Plumber, JP Restricted; or Septic Tank Pumper. The tank is less than 1/3 full of sludge and scum; does not require pumping; appears to be in proper operational condition; and the dispersal area was visually inspected for ponding on the ground surface. (Attach copy of service order).

_____ PONDING OBSERVED? YES or NO

Contractor Signature

Lic./Cert.-Reg.#

6. The septic tank was PUMPED on _____ (DATE) and appears to be in proper operating condition and the dispersal area was visually inspected for ponding on the ground surface. NOTE: Pumping must be done by a licensed Septic Tank Pumper. (Attach copy of service order).

Service Provider Signature

License #

Company Name

PLEASE RETURN COMPLETED FORM (including documentation from section 3. or 4.) WITHIN 60 DAYS OF "NOTICE DATE" BY: E-MAIL: GeneralInspection@franklinwi.gov OR MAIL TO: City of Franklin Inspection Services, 9229 W. Loomis Road, Franklin, WI 53132

QUESTIONS CAN BE DIRECTED TO THE INSPECTION SERVICES DEPARTMENT AT 414-425-0084 - THANK YOU.

<p style="text-align: center;">APPROVAL</p> <p><i>Slw mwp JA</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including contingent project costs</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.16.</i></p>

The intent of this Council Action Sheet is to provide a brief summary of the City Hall Roof, HVAC, and Fascia Wood Replacement Project. The project remains significantly on schedule with many project components moving at the same time. The main entrance was opened on October 9, although there is still work to do with the lighting and ceiling portion of the open-air canopy. The Inspection Services entrance will close for a period as of October 10. The moving of departments to alternate spaces has generally worked well. The Health Department just relocated and will return to their space October 28. After that, Finance and the Health Wing will be impacted between October 31 and November 15. The Clerk's Office will follow beginning November 18. The only portion of the project that is not on track would be the landscaping. It is expected that the landscaping will occur in spring, in order to improve plant availability and viability. The plant warranty does not start until after their installation is accepted.

The diligent oversight by the architect, Director of Inspections Services, and Facilities Manager, along with bi-weekly construction team meetings, has gone a long way to identifying and addressing any problems and keeping the project on pace.

As a reminder, the project budget is \$1,775,000. In addition to the construction contract and base architecture charges, that amount includes \$14,980 planned for City operational expenses associated with department staging and \$111,100 in overall project contingency (or \$126,080 combined). The contingency needs to cover changes the City requests, changes forced by the project due to design or construction conditions, and the architect's reimbursable expenses. Note that if the contractor does the work, the contingencies ultimately become change orders. Following is brief summary of what is known or expected related to contingencies and the planned operational expenses:

- Operational Expenses. \$5,090.24 of expenditures have been recorded against the \$14,980 that largely covers the cables and wiring for creating work stations in the hearing room. \$3,120 was used to purchase the carts for moving and holding employee's stuff during the move. Purchasing these was as cheap or cheaper than renting and they can be reused during carpeting projects. Other small charges have likely been absorbed by IT and Municipal Buildings' budgets, which may be moved over later if need be.
- Reimbursable expenses currently sit at \$4,359.63, but most of those charges occurred early in the project so those should not go up much.
- Anticipated Change Orders.
 - The project anticipated painting and reusing the old fencing that acted to hide the HVAC units on the roof. Screening them is anticipated by code. The new HVAC units, however, are approximately two feet taller, and the existing screening is clearly inadequate. Simply extending the boards is limited not only by their age, but by the added engineering issues associated with winds and snow drifting. Scott Satula has worked with the architect for a solution that enhances the steel supports. Both stained cedar and a low maintenance composite material are currently being submitted for pricing. The completely wild guess at this point is \$5,000 to \$7,000.
 - Condensate piping needed to run through the stairwell by the elevator (above the false ceiling) and created two penetrations. Code does not allow penetrations to a fire-rated stair well. It turns out there were already previous penetrations in this same area as well. It will be required that the piping be blocked out with fire-rated drywall, which will probably replace a portion of the visible false ceiling. If there is a cost, it should be under \$1,000.
 - Message board approximately \$3,900. See discussion below.

- The canopy over the rear door that leads to the elevator was required to have the support rods hit at a certain level so both rear doors looked aesthetically equal. Unfortunately, the location of the concrete span behind the wall made it impossible to install it as planned. The engineer is currently devising the plating, mechanism, or strategy so that the support rods can be installed at the desired height. The best guess (until designed and costed) is around \$3,000.
- On Thursday, October 10, the excavation at the Community Room entrance door revealed that fill was still being hit when the planned four-foot depth was hit. Scott Satula is working with them to ensure the foundation and pad are placed in a structurally sound manner, per building code. Although this is still under investigation, the best estimate is up to an additional \$5,000.
- Removal of the existing ductwork revealed concrete blocking that was removed, likely in the 1990's, and not properly supported. Adding support is estimated at \$500.

These items amount to an estimated maximum of \$29,850 of the available \$126,080.

Please note that the next three items on the Common Council's agenda are not part of the Selzer-Ornst contract, but staff recommends proceeding with the items. They are discussed in greater detail within those Council Action Sheets. Their reference is included here as it is requested that the efforts be allowed to move forward using the contingency appropriations available within this project. The first item is fixing concrete sidewalks around City Hall which have shifted and created gaps considered potentially unsafe. The repair will cost \$8,150. The second item is asbestos abatement in the City Clerk's Office for \$9,175. The third is the efforts that comprise replacing the carpeting in the City Clerk's Office (cubicle/furniture disassembly, relocation, and reassembly; and carpet installation) for \$22,995. These additional items -- addressed in other Council Action Sheets -- total \$40,320 and still leave nearly \$56,000 available in project contingencies.

Miscellaneous Items.

1. Message Board. The approving motion said the project was to include "accommodations for an outside bulletin board" which was not in the project design or bids received. A 3' x 4', split-door, weather-resistant, cork-backed message board is \$2,140 with installation of \$275 and the 10% administrative charge per the contract. In the event the City would ever want lighting or computer/network access (for example, for an electronic message board), the Contractor was directed to stub out two electrical boxes and conduits through the exterior canopy wall into the building at an estimated cost of \$1,500. (This is the minimum \$3,900 referenced above.)

Adding internal lighting to the message board increases its cost \$375. The architect believes that the lighting under the canopy will be sufficient, so absent Council direction, internal lighting will not be selected. Similarly, the conduit was just stubbed into the building for future access. Running a conduit back to a power box and incorporating the wiring is about \$6,000 since it is a 280' run involving 6 cores, and multiple boxes and wire pulls. Final pricing is being obtained and may be available for the meeting. Additional consideration for alternative runs will also be considered, such as adding a subpanel in the nearby maintenance room. Other than the stubbing that has occurred, no further substantial action will occur on this portion of the project without Council approval.

2. The Director of Administration suggests that 2 benches, a waste receptacle, and a cigarette receptacle should be purchased from the contingency for placement under the main entrance canopy. A budget not to exceed \$4,000 would allow for higher-end options, less maintenance, and a longer life. A budget of \$2,000 would offer fewer aesthetic considerations and less durability. If this and all of the other items are approved, there would still be nearly \$52,000 available in the project contingency.

COUNCIL ACTION REQUESTED

Move to accept the update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including contingent project costs, and authorize the Director of Administration to use not more than \$4,000 of the contingency funds for acquisition of 2 benches, a waste receptacle, and a cigarette receptacle for the main entrance.

<p>APPROVAL</p> <p><i>slw MWL AH</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/15/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Accept a Proposal from MUDTeCH, LLC for Sidewalk Repair (Mudjacking) at City Hall</p>	<p>ITEM NUMBER</p> <p><i>G.17.</i></p>

The sidewalks around City Hall have a variety of areas that are in need of fixing. By far, the easiest way to fix the bulk of the concerns is to use mudjacking to level the existing sections of the concrete that are out of alignment. Doing such repairs in conjunction with the City Hall project will allow everything to be completed this year, avoid further damage to the sidewalks, and increase safety for pedestrians.

At the recommendation of the Department of Public Works and the Sewer and Water Utilities, MUDTeCH, LLC was contacted. Attached is their standard proposal with the inclusion of appropriate insurance language. Given the limited scope and cost of the project, basic, but sufficient, levels of insurance protection was required. Also, in order to speed this item up and simply get it done more quickly, the City's insurance language was added to their proposal instead of developing a full separate contract format.

The attached map shows the areas to be repaired. There are four, small concrete patches or repairs as indicated by the little squares. Most of the work is the mudjacking, which areas have been outlined to help see the highlighting.

It is unlikely that this repair of \$8,150 can be completed with the existing Municipal Buildings budget. The two Building Maintenance line items have \$32,765 of appropriations of which 29,649 has already been spent or is encumbered. If all of the appropriations are used at this time, the Department may be unable to make any emergency repairs for the remainder of the year without waiting for a budget modification. As such, if not approved, this concrete repair work would not be completed until Spring of 2020.

The Director of Administration recommends using available appropriations from the City Hall Roof, HVAC, and Fascia Wood Replacement Project. The nature of the concrete repair is fully in line with the intent of limiting work to essential maintenance repairs to City Hall. A discussion of available appropriations is provided with the previous item on this agenda.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to accept a proposal for sidewalk repair (mudjacking) at City Hall for \$8,150 with MUDTeCH, LLC, with the work to become part of the City Hall Roof, HVAC, and Fascia Wood Replacement Project appropriation.

MUDTECH

Mudjacking Waterproofing Helical Piering Asphalt repair Special use concrete
Foundation Repair

P.O. Box 41 Dousman, WI 53118
262.337.0934 or 608.477.2556

www.mudtech.com

Proposal Date August 8-6-2019 REVISED 10-7-2019

Project Address / Billing Address 9229 W. Loomis Rd Franklin, WI ATTN Bob Tesch

Phone (414)-507-6499 Email: btesch@franklinwi.gov

MUDTeCH LLC. has proposed the following quote to

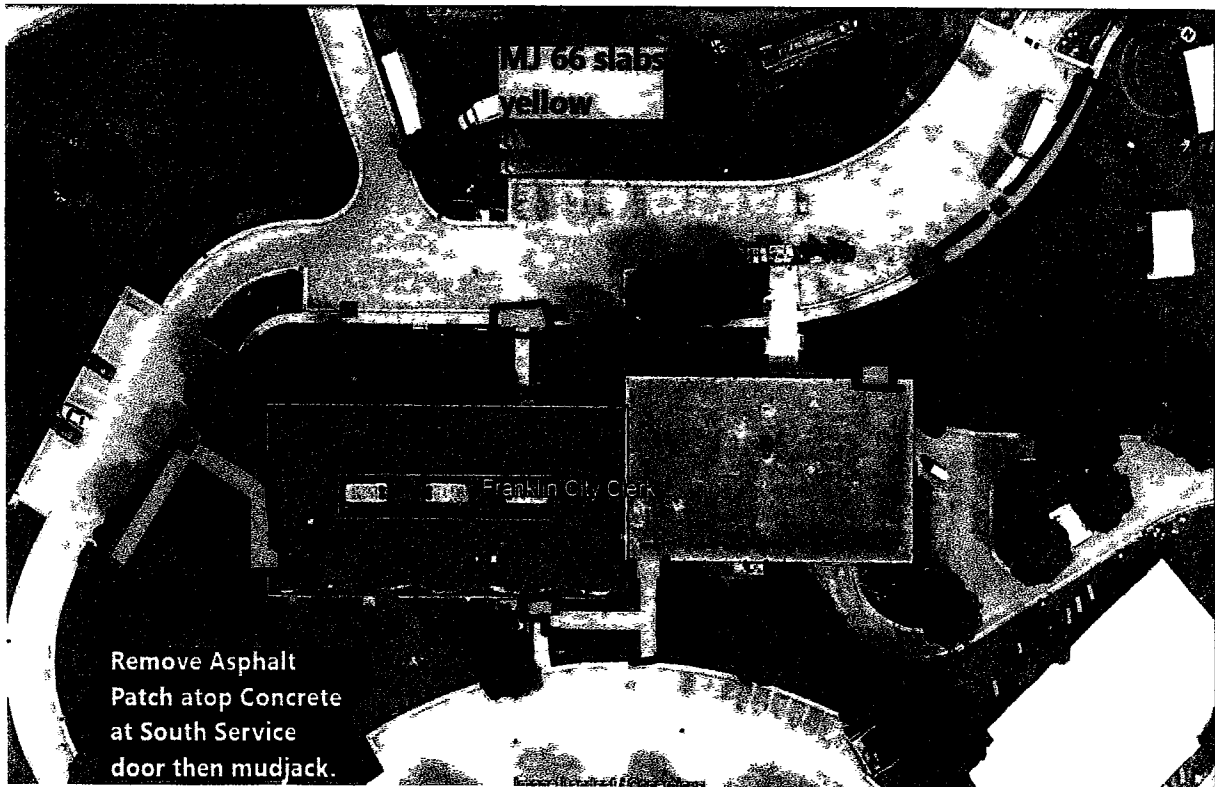
***Raise, level, and stabilize **66** concrete slabs as illustrated and specified, back to grade, as close as possible to the original grades that on-site conditions permit. All coring holes will be patched, final color may vary

Mudjacking Special Notes. At SW BLDG section of Mudjacking near service door, asphalt overlay to be removed, then slab will be mudjacked to back to grade in tandem with adjoining sidewalk. **SPECIAL SPIGOT KEY IS REQUIRED**

***Carry out small concrete patching work in 4 separate areas as illustrated with directional arrows Areas will be cleaned / chiseled out, and poured to grade with fresh concrete mix. Patches will be edged, jointed, and faced to best possible outcomes. **Warranty is void on all small concrete patch work due to small size and climate constraints.**

*** MUDTeCH LLC cannot guarantee ideal drainage over all mudjacking service areas on flat grades or grades that may currently hold standing water. Best obtainable and permissible water flow is always top concern for slab service. All areas will be brought to best grades for flow that on-site conditions permit.

All MUDTeCH projects carry a one year warranty against defects in workmanship and materials.





**Mudjacking Waterproofing Helical Piering Asphalt repair Special use concrete
Foundation Repair**

P O Box 41 Dousman, WI 53118

262 337 0934 or 608 477 2556

www.mudtech.com

Workmanship of said projects to be conducted in a timely and efficient manner to completion of install specs and to Franklin City Hall's timelines. Upon accepting bid for work to be completed MUDTeCH LLC and Franklin City Hall shall plan most effective dates and install times of said projects.

A total of 2 service days are expected with a total of 3 possible for all operations. All projects are weather contingent subject to strikes and all other events beyond our control.

MUDTeCH LLC shall maintain insurance coverage with an Insurance Company authorized to do business in the State of Wisconsin with coverage limits at least equal to the following minimum limits: General/Commercial Liability of \$1,000,000 per each occurrence and \$2,000,000 per annual or general aggregate (which includes \$2,000,000 projects/completed operations aggregate) and Workers Compensation in accordance with State of Wisconsin statutes. In advance of the initiation of work, the City shall be provided a certificate of insurance listing the City of Franklin as an additional insured for the General/Commercial Liability policy and showing appropriate Workers Compensation coverage.

MUDTeCH is currently and fully licensed, bonded, and insured beyond the above the guidelines required by the city of Franklin by Brehmer Agency INC.

Clean up and care of jobsite is always of highest concern. MUDTeCH LLC provides "day of" clean up for anything left out of place or disturbed by our operation. Please mention any special requests. All Work combined and

For payment please make check payable to MUDTeCH LLC, P.O. Box 41, Dousman, WI 53118. Payment is due within 30 days of projects completion.

All PROPOSED Work Combined Total Cost: 8,150.00 Please Initial ((_____))

We thank you for your time as well as your consideration of MUDTeCH LLC.

Respectfully submitted by Vincent Blachuta- Onsite job manager / Estimator / Account Executive MUDTeCH LLC

vince@mudtech.com 262-757-5555

Accepted by _____

TERMS AND CONDITIONS

- This proposal is made for immediate acceptance and is void thirty (30) days after date of this quotation unless extended by us in writing.
- Orders are accepted subject to strikes, accidents and other causes beyond our control.
- Credit card payments will be accepted only when terms are negotiated prior to payment.
- No verbal commitments to alter or change the foregoing Terms and Conditions will be binding on the seller unless such changes are confirmed in writing and signed by authorized personnel.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw must</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Award an Asbestos Abatement Contract to Integrity Environmental Services, Inc. for an Amount Not to Exceed \$8,400</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6,18,</i></p>

A couple of years ago the City Clerk's Office was scheduled for carpet replacement, and the Common Council approved a plan to include asbestos remediation as part of the project. The floor tiles and mastic adhering them have asbestos. Since removal of the carpeting could disrupt the tiles and require an emergency abatement (as occurred in the Health Department), the plan was to perform a separate abatement project in advance of the carpeting project. The carpeting project, however, became intertwined with the City Hall Roof, HVAC, and Fascia Wood Replacement Project so that the Clerk's Office would not have to suffer the slings and arrows of outrageous office relocations. During that period of delay, the original appropriations adopted for the carpeting project lapsed to the fund balance of the Capital Outlay Fund.

As such, it is necessary to find appropriations to allow the asbestos remediation and carpeting projects to move forward. The 2020 budget recommended by the Common Council for submission to a public hearing reprograms all but \$65,000 of that fund balance, so the original funding is not clearly still there. Additionally, there are \$50,000 in 2019 Capital Outlay Fund contingency appropriations that could be applied, but the proposed 2020 budget did not anticipate their use. As such, use of the 2019 Contingency appropriations would reduce the already shallow 2020 anticipated yearend fund balance. Staff does not recommend simply abandoning the project.

Given these circumstances, the Director of Administration recommends that the asbestos abatement project and the City Clerk's Office carpeting project be performed using the contingency appropriations of the City Hall Roof, HVAC, and Fascia Wood Replacement Project. As noted in that project's update (that is scheduled to occur earlier in this meeting), using all of the recommended contingency appropriations as described in the update would still leave nearly \$52,000 in contingency appropriations should other issues arise.

Two quotes were obtained. A third firm – the last one the City used – is no longer in business. Integrity Environmental Services, Inc. quoted \$8,200. Upon further discussion, \$200 would need to be added to perform post-project air testing. DJK Environmental, LLC quoted \$9,500. Both provide similar terms and duration, although the form and identified coverages in Integrity's certificate of insurance was preferred. The work will take about a week, including testing. If the project is approved, Municipal Buildings will also arrange for removal and subsequent reinstallation of a window, so that Integrity can create the necessary negative air pressure needed for such abatement projects. This cost of \$750 would also go against the City Hall Roof, HVAC, and Fascia Wood Replacement Project contingency appropriations unless otherwise directed.

Staff recommends an award of contract to Integrity Environmental Services, Inc. for an amount not to exceed \$8,400. If approved, their proposal will be incorporated into the contract template format, consistent with a project of this nature, prior to execution. In order to save time and get placed on the contractor's schedule at the time specifically conducive to coordination with the City Hall Roof, HVAC, and Fascia Wood Replacement Project, the contract format was not completed in advance of this meeting. The work would be expected to occur the first week of December.

COUNCIL ACTION REQUESTED

Move to accept the proposal for asbestos abatement in the area comprising the City Clerk's Offices from Integrity Environmental Services, Inc. for an amount not to exceed \$8,400, and authorize the Director of Administration to execute such a contract once it is incorporated into the City's contract template format.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Stu mud H</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Award a Contract to Stu's Flooring LTD for Carpeting the City Clerk's Office for \$13,545 and to C. Coakley Relocation Services for Workstation and Furniture Handling for \$9,450</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>619.</i></p>

A couple of years ago the City Clerk's Office was scheduled for carpet replacement. The carpeting project, however, became intertwined with the City Hall Roof, HVAC, and Fascia Wood Replacement Project so that the Clerk's Office would not have to relocate twice. During that period of delay, the original appropriations adopted for the carpeting project lapsed to the fund balance of the Capital Outlay Fund.

As such, it is necessary to find appropriations to allow the carpeting project to move forward. The 2020 budget recommended by the Common Council for submission to a public hearing reprograms all but \$65,000 of that fund balance, so the original funding is not clearly still there. Additionally, there are \$50,000 in 2019 Capital Outlay Fund contingency appropriations that could be applied, but the proposed 2020 budget did not anticipate their use. As such, use of the 2019 Contingency appropriations would reduce the already shallow 2020 anticipated yearend fund balance. Staff does not recommend simply abandoning the project.

Given these circumstances, the Director of Administration recommends that the City Clerk's Office carpeting project be performed using the contingency appropriations of the City Hall Roof, HVAC, and Fascia Wood Replacement Project. As noted in that project's update (that is scheduled to occur earlier in this meeting), using all of the recommended contingency appropriations as described in the update would still leave nearly \$52,000 in contingency appropriations should other issues arise.

Two quotes were obtained. Both were aware that the City purchased carts, so additional rentals were not necessary. Each company has been used by the City in recent years. Building Services Inc., BSI, quoted \$23,573 to perform both phases of the project – carpeting and furniture handling. There is a concern with their warranty, but based upon their price, it becomes a moot issue. STU's Flooring LTD bid on the carpeting portion of the project in conjunction with C. Coakley Relocation Systems for the furniture handling portion of the project. Their prices were \$13,545 and \$9,450 respectively, for a total of \$22,995. A copy of the affected area is attached.

Staff recommends accepting the proposals and awarding contracts to Stu's Flooring LTD for carpeting the City Clerk's Office for \$13,545 and to C. Coakley Relocation Services for workstation and furniture handling for \$9,450, for a total of \$22,995. If approved, the carpeting contract will require publication of a notice of intent to award a contract, in accordance with state statutes. The Director of Administration will ensure both provide evidence of sufficient insurance. Staff wants to proceed at this time in order to get the carpeting ordered and get placed on the contractor's schedule at the time specifically conducive to coordination with the City Hall Roof, HVAC, and Fascia Wood Replacement Project. The carpeting work would be expected to occur the second week of December.

COUNCIL ACTION REQUESTED

Move to use contingency appropriations from the City Hall Roof, HVAC, and Fascia Wood Replacement Project to accept the proposals and award contracts to Stu's Flooring LTD for carpeting the City Clerk's Office for \$13,545, subject to publication of a notice as required, and to C. Coakley Relocation Services for workstation and furniture handling for \$9,450, for a total of \$22,995.



4820 W. Loomis Rd.
 Greenfield, WI 53220
 Phone 414-744-9400
 Fax 414-744-9237

Flooring Proposal

Date:	Proposal #
7/30/2019	M2696

Proposal Submitted To:
City of Franklin c/o Bob Tesch 9229 W. Loomis Rd. Franklin, WI 53132

Job Location
Administration Offices

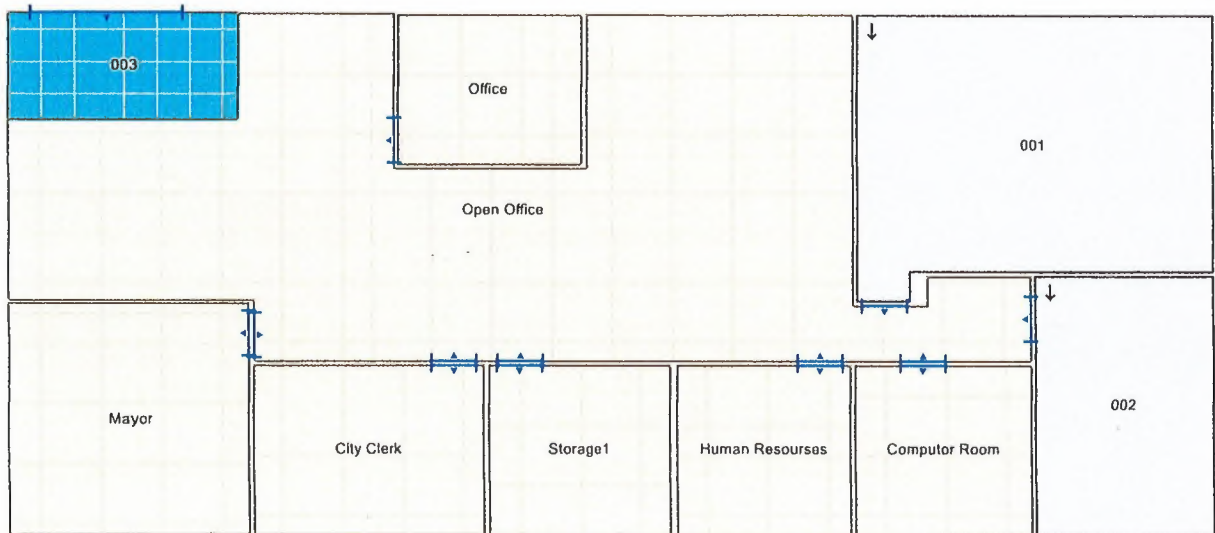
Contact	Contact #	Cell #	Customer Fax	Rep
Bob Tesch	414-507-6499	414-425-7500		CS

Description	
Administration Offices - Updated 07/30/19	
Materials	
Patcraft, Big Splash Tile Color : 00804 (47 Cartons)	
Carpet tile adhesive	
Forbo-MCT Tile, Color: TBD (3 Cartons)	
Forbo Marmoleum T940 adhesive	
Cove Base 6", Standard Color: TBD	
Cove Base Adhesive	
Vinyl Reducer / Transitions, Color: TBD	
Feather Finish (Minor Floor Prep)	
Shipping	
SUBTOTAL	\$9,897.00 (Billed out of STU'S Wksh. for Tax Exempt, (456-0000146583-02)
Labor	
Floor Prep Labor	
Carpet Tile Labor	
MCT Labor	
Cove Base 6" Labor	
SUBTOTAL	\$3,648.00 (Billed out of STU'S - Greenfield)
* Furniture to be moved by others.	
* Asbestos abatement, base and flooring removal to be done by others.	
Signature	Total \$13,545.00

Stu's Flooring, LTD
4820 W Loomis RD
Greenfield, WI 53129

Franklin City Hall
3 november 16

Administration Offices



- Big Splash Tile Color: 00804 or Equal
- MCT
- None191



October 10, 2019

Mr. Bob Tesch
Franklin City Hall
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Bob,

The estimated cost for the carpet project for Franklin City Hall first floor is **\$9,450.00** based on the following:

- Two phases, move out and move back (during regular business hours)
- Disassemble/install of workstations
- ~~Moving the shelving and contents of the Vault and File room~~
- All furniture would remain on the first floor for the duration of the project

Franklin City Hall would be responsible for the following:

- Pack the contents of the offices and workstations
- Computers would be disconnected/reconnect (if needed) by Franklin City employees

Please let me know if you need any additional information.

Regards, Steve



LOCAL/INTRA STATE COVERAGE RATES

Our company has a basic liability to cover your goods while moving. This insurance is \$.05 per pound per article, which is very nominal coverage. If you desire, additional coverage options are available at a slightly additional charge. C. Coakley Relocation Systems has complete coverage in regard to property damage, which means that both your building at origin and destination are completely covered at no additional cost to you.

- A). \$8.50/\$1000 (.85/\$100) of value, full replacement, full value with NO DEDUCTIBLE. There is a minimum coverage that can be declared. The minimum amount of value is \$10,000.00 – Premium \$85.00
- B). \$5.00/\$1000 (\$.50/\$100) of value, full replacement, full value with a \$250.00 DEDUCTIBLE. The minimum amount of value is \$10,000.00 – Premium \$50.00.
- C). \$4.00/\$1000 (\$.40/\$100) of value, full replacement, full value with a \$500.00 DEDUCTIBLE. The minimum amount of value is \$10,000.00 – \$40.00

APPROVAL <i>Slw</i> <i>AR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 15, 2019
REPORTS & RECOMMENDATIONS	August, 2019 Monthly Financial Report	ITEM NUMBER <i>G.20.</i>

Background

The August, 2019 Financial Report is attached.

The Finance Committee has not reviewed this report as it was not ready for the Sept 26, 2019 meeting.

Please note that certain interfund advances will occur in Sept/Oct/Nov to fund project costs in the Capital Improvement Fund until loan proceeds are available in December. It is also possible that certain TID5/7 projects costs maybe advanced from other funds until Debt Proceeds are available, currently planned for early Dec 2019.

Receipts of landfill siting revenue are exceeding the 2019 budgeted revenues. Absent direction from Common Council, the Finance Director is crediting Capital Funds for the excess revenue

Highlights of the report are contained in the transmittal memo.

The Finance Director will be on hand to answer any questions.

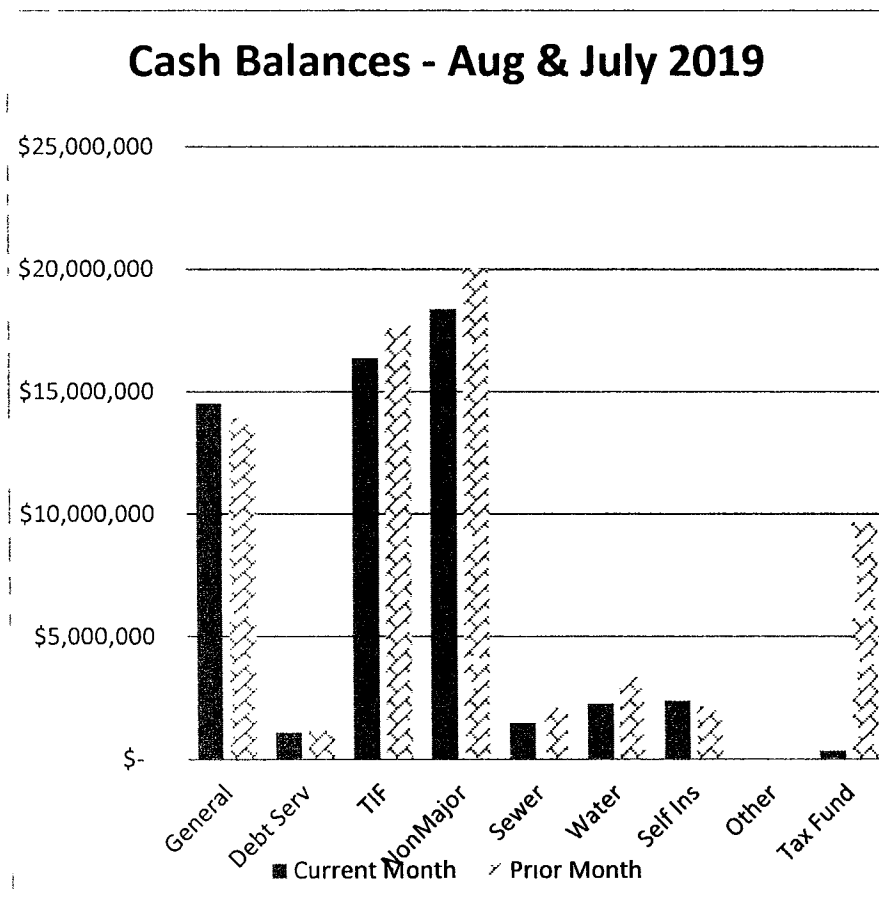
COUNCIL ACTION REQUESTED

Motion to Receive and place on file

Date Sept 19, 2019
 To Mayor Olson, Common Council and Finance Committee Members
 From Paul Rotzenberg, Director of Finance & Treasurer
 Subject: August, 2019 Financial Report

The August, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Benefit Trust Fund are attached

The budget allocation is completed using an average of the last five years actual spending against the Original Budget, amendments to the 2019 budget are included from the Year To Date budget allocation. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results



Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

The City borrowed \$20.1 million dollars in February. \$10.6 million was used to refund a portion of the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer's grant in TID 3, and \$6 million will finance project costs in TID 6.

Cash & Investments in the General Governmental Funds totaling \$50.3 million decreased \$2.5 million since last month. The payments from TID funds for infrastructure in TID5 and Grants in TID3 along with Capital expenditures are the

principal disbursements. The large decrease in the Tax Fund represents the final settlement of Property taxes.

GENERAL FUND revenues of \$23.8 million are \$0.6 million greater than budget. Tax collections are slightly faster and higher than prior years. Collection of Engineering inspection fees have generated \$380,000 more.

than budget (as the 2019 budget understated expected revenues) Investment income is also \$263,000 over budget related to increased interest rates The 2020 Budget anticipated a general increase in fine & penalties That has not happened yet

Year to Date expenditures of \$17.2 million are \$514,000 underspent Expenditure items of note are

- Vacant Inspection positions has resulted in a large portion of the underspending
- The Public Works Year to date budget includes Engineering Professional fees for inspections That was not considered when the 2019 budget was adopted There are offsetting revenues for this \$364,000 overspend The carryover of the 2018 salt purchase to 2019 is also impacting Public Works expenditures
- The contingency expenditure represents a prior year tax refund

An \$6.5 million surplus is \$1.1 million favorable to budget The \$260,000 of added investment income combined with the \$227,000 General Government and \$515,000 Public Safety underspend are the major components

DEBT SERVICE – Debt payments were made March 1 as required The increased development activity of late has permitted more impact fee transfers than expected in the budget

TIF Districts – The City has five active TID's

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant The first four of six buildings have received occupancy permits, and the grants were paid A \$91,300 property tax refund was not anticipated and will likely cause the TID to take an interfund advance.

TID4 – The 2019 increment was collected and payments are being made on the Engineering contract Not all of the engineering contract is expected to be completed.

TID5 – The 2019 Increment was collected In February the TID borrowed \$10.6 million to make a \$10 million note payment Developer draws continue to be paid Total expenditures on the infrastructure are \$19.7 million Details of those expenditures at attached

TID6 – The TID borrowed \$6 million to finance developer project costs this summer A second borrowing will be needed to meet commitments to the Developer No infrastructure expenditures have been made at this time The project is running later than expected

TID7 – was created in May, 2019 to support the apartment project at Ballpark Commons. Formation expenditures are the only activity to date

SOLID WASTE FUND – Activity is occurring as budgeted Tipping fees tend to run a month late

LANDFILL SITING REVENUES – These revenues impact the four Capital Funds and the General Fund The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year Due to the uncertainty of that increase, several contingencies were established in the Capital fund expenditures until a clearer picture of landfill siting revenues was known Receipts thru Aug 31 total \$1,425,000, 199% more than last year at this time Additional resources are being credited to the Equipment Replacement, Street Improvement and Capital Improvement Funds

CAPITAL OUTLAY FUND – tax revenues are in line with budget Landfill siting revenue is materializing as budgeted No transfer in from General Fund is currently expected

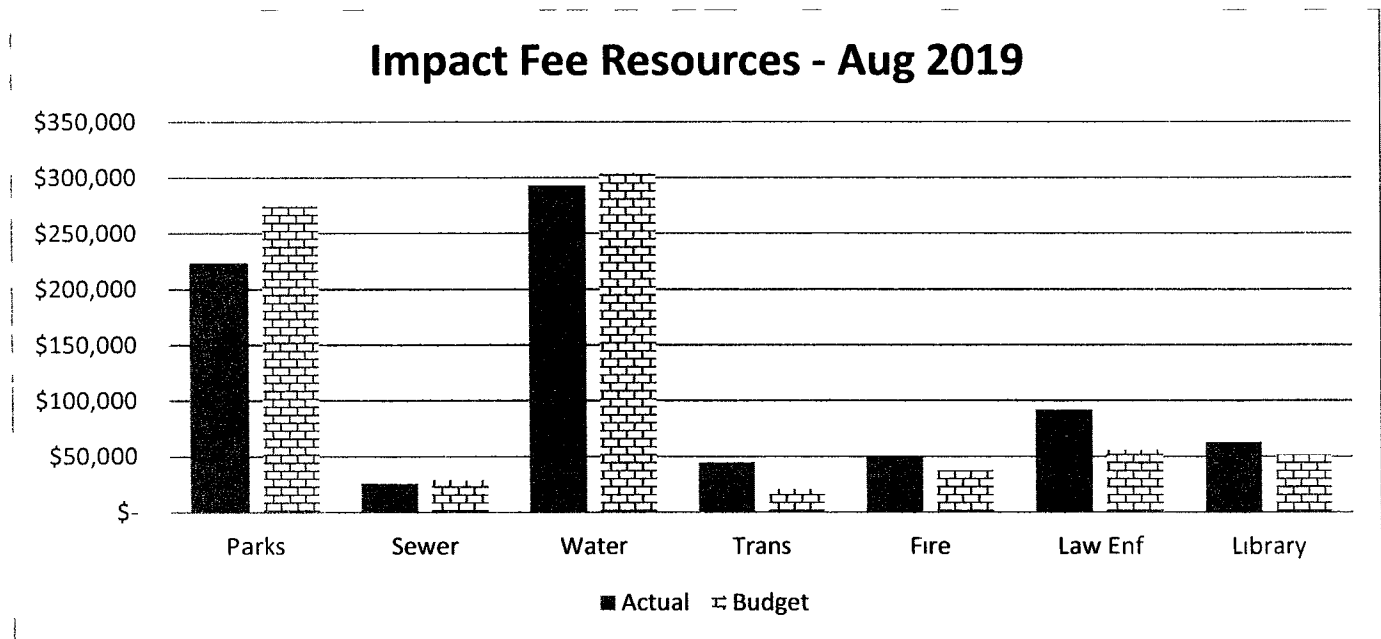
The Police have ordered the planned vehicles A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays The Fire Dept has completed the thermal imaging project Highway has completed the Router replacement Parks completed the recently approved lawn mower purchase

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget The last of the 2018 projects were completed The Fire Dept has placed the \$633,000 Purchase Order for the fire engine replacement Highway has not placed the order for the wheel loader as yet. Fire’s Scuba Breathing equipment has not yet been ordered

STREET IMPROVEMENT FUND – State General Transportation Aids were placed in this fund to replace tax levy in this fund Landfill siting revenue is arriving faster than prior years. The 2019 program is nearly complete Costs were less than budget A budget amendment in August added the Rawson Homes project costs to the 2019 program

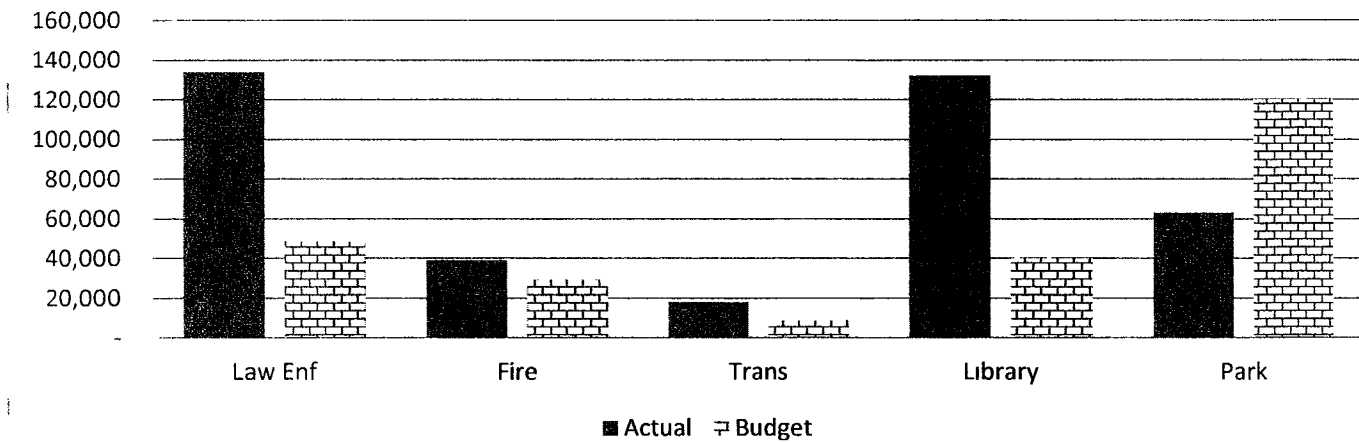
CAPITAL IMPROVEMENT FUND – Landfill siting revenue is being allocated differently than in prior years, which accounts for the reduced revenue in 2019 compared to budget The \$1,057,000 of Public Works expenditures represent the commitments made on the Rawson Homes storm sewer project Purchase commitments have been made on the City Hall HVAC & roof project and the Pleasant View Park Pavilion A debt issue will be needed in this fund to provide all the resources needed.

DEVELOPMENT FUND - A large Water Impact fee was collected on the Ballpark Common’s Routine Field permit Impact fee collections are now approximately on budget, but will spike up as the next series of Ballpark Common’s development permits are pulled



Transfers to the Debt Service fund were made to fund debt service costs Not all the transfers to the Debt Service Fund are needed there, so approximately \$90,000 of transfers out will be recorded in the Capital Improvement Fund

Expenditures by Type - Aug 2019



The Park Impact fee expenditures include the Pleasant View Park Pavilion project and a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of October 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin.

Water Impact fees have been held for nearly six years. Oversizing payments to developers will utilize some of the fees but not very soon. A Water tower project is in the planning stage for 2021 or later and will use all of those fees and more.

As of Aug, 2019, there are \$4.3 million of Park and \$1.8 million of Water Impact fees on hand. All other fee types total \$370,000.

UTILITY DEVELOPMENT FUND – A large deferred assessment was paid in January.

SELF INSURANCE FUND – Revenues of \$2.3 million are 6% below budget, as participation in the plan decreased as a result of the revised health insurance program.

Total operating costs including Health Savings Account contributions are \$1.9 million (21% below budget).

A \$410,000 surplus thru August is favorable to budget and better than last year. Generally, current performance of this fund is favorable.

RETIREE HEALTH FUND – Insurance results are much better than 2018. The additional participant contributions are a function of higher participant premium rates and greater participation. Medical claims are much slower start than 2018. These results can quickly change depending upon group activity.

Investment results are more volatile in 2019 than recent years. Thru August investment results have generated \$683,000 (12.2%) in gains, with total investments now exceeding \$6 million.

Caution is advised, as equity market returns can be volatile, evidenced by the sharp fourth quarter downturn in 2018.

City of Franklin
Cash & Investments Summary
August 31, 2019

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ 141,843	\$ 5,566,296	\$ 5,656,406	\$ 3,159,551	\$ -	\$ 14,524,096	\$ 13,921,252
Debt Service Funds	21,374	540,616	536,862	-	-	1,098,852	1,154,615
TIF Districts	(106,690)	13,780,052	2,697,498	-	-	16,370,859	17,733,577
Nonmajor Governmental Funds	816,309	8,416,205	9,133,205	-	-	18,365,719	20,026,445
Total Governmental Funds	872,836	28,303,169	18,023,971	3,159,551	-	50,359,526	52,835,889
Sewer Fund	22,788	1,460,482	-	-	-	1,483,270	2,086,851
Water Utility	4,762	1,830,789	418,043	-	-	2,253,594	3,342,842
Self Insurance Fund	216,547	326,915	1,825,687	-	-	2,369,149	2,158,354
Other Designated Funds	14,357	-	-	-	-	14,357	13,132
Total Other Funds	258,454	3,618,186	2,243,730	-	-	6,120,370	7,601,178
Total Pooled Cash & Investments	1,131,290	31,921,355	20,267,701	3,159,551	-	56,479,896	60,437,067
Retiree Health Fund	155,474	-	-	-	6,002,881	6,158,356	6,217,615
Property Tax Fund	218,716	108,441	-	-	-	327,157	9,666,321
Total Trust Funds	374,190	108,441	-	-	6,002,881	6,485,513	15,883,936
Grand Total Cash & Investments	1,505,480	32,029,796	20,267,701	3,159,551	6,002,881	62,965,409	76,321,003
Average Rate of Return		2 34%	1 68%	2 17%			
Maturities:							
Demand	1,505,480	32,029,796	61,528	3,159,551	68,528	36,824,883	50,650,206
Fixed Income & Equities	-	-	-	-	3,810,196	3,810,196	4,102,286
2019 - Q3	-	-	-	-	-	-	998,719
2019 - Q4	-	-	2,996,518	-	-	2,996,518	1,994,670
2020 - Q1	-	-	1,038,674	-	-	1,038,674	1,037,555
2020 - Q2	-	-	996,101	-	-	996,101	993,777
2020 - Q3	-	-	-	-	-	-	-
2020	-	-	4,519,643	-	172,961	4,692,604	4,675,673
2021	-	-	8,073,604	-	575,796	8,649,401	8,347,856
2022	-	-	2,581,633	-	372,400	2,954,033	2,727,703
2023	-	-	-	-	378,162	378,162	176,190
2024	-	-	-	-	206,724	206,724	204,470
2025	-	-	-	-	209,754	209,754	206,827
2026	-	-	-	-	208,360	208,360	205,071
	1,505,480	32,029,796	20,267,701	3,159,551	6,002,881	62,965,409	76,321,003

City of Franklin
2019 Financial Report
General Fund Summary
For the Eight months ended August 31, 2019

Revenue	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,130,675	\$ 18,130,675	\$ 18,059,199	\$ 18,127,772	\$ 68,573
Other Taxes	695,800	695,800	368,573	436,200	67,627
Intergovernmental Revenue	1,736,127	1,736,127	1,105,718	1,059,377	(46,341)
Licenses & Permits	1,038,990	1,038,990	754,179	773,767	19,588
Law and Ordinance Violations	546,000	546,000	388,501	295,371	(93,130)
Public Charges for Services	2,056,950	2,056,950	1,326,149	1,648,315	322,166
Intergovernmental Charges	207,500	207,500	100,345	155,960	55,615
Investment Income	265,000	265,000	176,667	439,722	263,055
Miscellaneous Revenue	162,150	162,150	109,377	127,850	18,473
Transfer from Other Funds	1,109,250	1,139,875 A	769,920	700,000	(69,920)
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 23,158,628	\$ 23,764,334 102.62%	\$ 605,706
Expenditures	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 2,287,882	\$ 2,060,148 E	\$ 227,734
Public Safety	17,784,187	17,771,999 A	12,247,206	11,732,195 E	515,011
Public Works	3,571,132	3,701,736 A	2,289,452	2,654,197 E	(364,745)
Health and Human Services	750,797	740,862 A	483,258	397,859	85,399
Other Culture and Recreation	182,702	184,243 A	133,318	120,015	13,303
Conservation and Development	640,776	738,514 A	487,389	418,007 E	69,382
Contingency and Unclassified	2,069,728	1,826,304 A	6,175	27,396 E	(21,221)
Anticipated underexpenditures	(375,320)	(317,444) A	(211,629)	-	(211,629)
Transfers to Other Funds	274,000	282,100 A	20,600	21,100	(500)
Encumbrances	-	-	-	(201,087)	201,087
Total Expenditures	\$ 28,098,442	\$ 28,167,730	\$ 17,743,651	\$ 17,229,830 97.10%	\$ 513,821
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>\$ 5,414,977</u>	6,534,504	<u>\$ 1,119,527</u>
Fund balance, beginning of year	7,336,277	7,336,277		7,336,277	
Fund balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 13,870,781</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
August 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
Assets						
Cash and investments	\$ 738,227	\$ 360,625	\$ 1,098,852	\$ 677,941	\$ 20,680	\$ 698,621
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
Total Assets	\$ 796,701	\$ 360,625	\$ 1,157,326	\$ 760,959	\$ 20,680	\$ 781,639
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	738,227	360,625	1,098,852	677,941	20,680	698,621
Total Liabilities and Fund Balance	\$ 796,701	\$ 360,625	\$ 1,157,326	\$ 760,959	\$ 20,680	\$ 781,639

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	5,729	-	5,729	-	51,449	-	51,449
Investment Income	18,164	9,158	27,322	-	2,541	2,658	5,199
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	23,893	1,309,158	1,333,051	1,300,000	53,990	1,302,658	1,356,648
Expenditures:							
Debt Service							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,339,008	1,339,008
Interest	-	134,137	134,137	134,138	-	106,040	106,040
Bank Fees	-	1,200	1,200	1,050	-	-	-
Total expenditures	-	1,540,337	1,540,337	1,540,188	-	1,445,048	1,445,048
Transfers in	-	323,419	323,419	240,188	-	111,999	111,999
Transfers out	-	-	-	-	(60,000)	-	(60,000)
Net change in fund balances	23,893	92,240	116,133	-	(6,010)	(30,391)	(36,401)
Fund balance, beginning of year	714,334	268,385	,982,719	982,719	683,951	51,071	735,022
Fund balance end of period	\$ 738,227	\$ 360,625	\$ 1,098,852	\$ 982,719	\$ 677,941	\$ 20,680	\$ 698,621

City of Franklin
Consolidating TID Funds
Balance Sheet
August 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Assets						
Cash & investments	\$ 2,417,768	\$ 4,272,261	\$ 3,199,252	\$ 6,490,348	\$ (8,771)	\$ 16,370,858
Total Assets	<u>\$ 2,417,768</u>	<u>\$ 4,272,261</u>	<u>\$ 3,199,252</u>	<u>\$ 6,490,348</u>	<u>\$ (8,771)</u>	<u>\$ 16,370,858</u>
Liabilities and Fund Balance						
Accounts payable	\$ -	\$ 441	\$ 26,483	\$ 1,063	\$ 25,470	\$ 53,457
Accrued liabilities	865,135	-	-	-	-	865,135
Due to other funds	-	-	-	-	-	-
Advances from other funds	-	-	-	13,000	-	13,000
Total Liabilities	<u>865,135</u>	<u>441</u>	<u>26,483</u>	<u>14,063</u>	<u>25,470</u>	<u>931,592</u>
Assigned fund balance	1,552,633	4,271,820	3,172,769	6,476,285	(34,241)	15,439,266
Total Liabilities and Fund Balance	<u>\$ 2,417,768</u>	<u>\$ 4,272,261</u>	<u>\$ 3,199,252</u>	<u>\$ 6,490,348</u>	<u>\$ (8,771)</u>	<u>\$ 16,370,858</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Revenue						
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	-	121,759
State exempt aid	482,476	21,414	123	-	-	504,013
Investment income	87,447	98,151	89,684	84,081	-	359,363
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,686,492</u>	<u>1,252,548</u>	<u>10,720,860</u>	<u>6,722,401</u>	<u>-</u>	<u>23,382,301</u>
Expenditures						
Debt service interest & fees	\$ 64,121	\$ -	\$ 10,822,413	\$ 226,063	\$ -	\$ 11,112,597
Administrative expenses	97,938	25,984	26,976	4,130	1,162	156,190
Professional services	-	137,149	127,654	3,735	33,079	301,617
Capital outlays	-	714,802	5,292,426	-	-	6,007,228
Development incentive & obligation payment	3,625,323	-	(35,863)	(1,156)	-	3,625,323
Encumbrances	-	(805,748)	-	-	-	(842,767)
Total expenditures	<u>3,787,382</u>	<u>72,187</u>	<u>16,233,606</u>	<u>232,772</u>	<u>34,241</u>	<u>20,360,188</u>
Revenue over (under) expenditures	899,110	1,180,361	(5,512,746)	6,489,629	(34,241)	3,022,113
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ 1,552,633</u>	<u>\$ 4,271,820</u>	<u>\$ 3,172,769</u>	<u>\$ 6,476,285</u>	<u>\$ (34,241)</u>	<u>\$ 15,439,266</u>

City of Franklin
Tax Increment Financing District #3
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash & investments	\$ 2,417,768	\$ 1,962,132
Total Assets	<u>\$ 2,417,768</u>	<u>\$ 1,962,132</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Accrued liabilities	865,135	1,323,600
Total Liabilities	<u>865,135</u>	<u>1,323,600</u>
Assigned fund balance	1,552,633	638,532
Total Liabilities and Fund Balance	<u>\$ 2,417,768</u>	<u>\$ 1,962,132</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

	<u>2019</u> <u>Annual</u> <u>Budget</u>	<u>2019</u> <u>Amended</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	477,731	482,476	464,931
Investment income	25,000	25,000	18,205	87,447	18,187
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>5,176,836</u>	<u>4,686,492</u>	<u>1,864,309</u>
Expenditures					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	91,000	64,121	15,084
Administrative expenses	113,350	213,350	75,280	97,938	30,498
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	-	-	998
Development incentive & obligation payments	4,589,265	4,589,265	3,059,510	3,625,323	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>3,225,790</u>	<u>3,787,382</u>	<u>1,140,654</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ 1,951,046</u>	899,110	723,655
Fund balance, beginning of year	<u>653,523</u>	<u>653,523</u>		<u>653,523</u>	<u>(85,123)</u>
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (59,184)</u>		<u>\$ 1,552,633</u>	<u>\$ 638,532</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 4,272,261	\$ 3,596,151
Total Assets	<u>\$ 4,272,261</u>	<u>\$ 3,596,151</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 441	\$ 41,533
Total Liabilities	441	41,533
Assigned fund balance	4,271,820	3,554,618
Total Liabilities and Fund Balance	<u>\$ 4,272,261</u>	<u>\$ 3,596,151</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	18,100	21,414	16,195
Investment income	20,000	20,000	13,333	98,151	27,020
Bond proceeds	5,000,000	5,000,000	-	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>1,187,833</u>	<u>1,252,548</u>	<u>1,235,499</u>
Expenditures					
Debt service interest & fees	188,750	188,750	75,833	-	-
Administrative expenses	10,350	10,350	6,900	25,984	5,423
Professional services	29,500	161,724	19,667	137,149	129,894
Capital outlay	8,000,000	8,714,802	5,333,333	714,802	1,201,850
Encumbrances	-	-	-	(805,748)	(1,250,287)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>5,435,733</u>	<u>72,187</u>	<u>86,880</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (4,247,900)</u>	1,180,361	1,148,619
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>	2,717,866	<u>3,091,459</u>	<u>2,405,999</u>
Fund balance end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,271,820</u>	<u>\$ 3,554,618</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 3,199,252	\$ 15,805,199
Total Assets	<u>\$ 3,199,252</u>	<u>\$ 15,805,199</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 26,483	\$ -
Due to other funds	-	29,694
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>26,483</u>	<u>104,694</u>
Assigned fund balance	3,172,769	15,700,505
Total Liabilities and Fund Balance	<u>\$ 3,199,252</u>	<u>\$ 15,805,199</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 31,500	\$ 31,500	\$ 21,000	\$ 30,951	\$ 30,500
State exempt aid	400	400	267	123	-
Investment income	25,000	25,000	16,667	89,684	92,252
Bond proceeds	10,000,000	10,000,000	6,666,666	10,600,102	23,386,959
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>6,704,600</u>	<u>10,720,860</u>	<u>23,509,711</u>
Expenditures					
Debt service interest & fees	10,875,810	10,875,810	10,407,813	10,822,413	337,663
Administrative expenses	20,700	20,700	80,467	26,976	31,750
Professional services	10,000	124,279	82,852	127,654	63,223
Capital outlay	-	4,000,000	2,666,667	5,292,426	7,255,289
Development incentive & obligation payments	4,000,000	4,000,000	2,666,667	-	49,686
Encumbrances	-	-	-	(35,863)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>15,904,466</u>	<u>16,233,606</u>	<u>7,710,332</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (9,199,866)</u>	(5,512,746)	15,799,379
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ 3,172,769</u>	<u>\$ 15,700,505</u>

City of Franklin
Ballpark Commons
Thru July 2019 Draw

Dev Agreement Budget Draw #17	Date Paid	Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
		5,157 399 (205 655)	2 564,027 5,427	1 930,196 (6,285)	3,887,300	458 000	2,602,500 16 121	920,000	1 011 124 189,252	782 266 1 140	145 000	100 000	2 933 672	22 491 484 (0)
Revised Budget		3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	33,363	22,491,484
Draw's		1,617,607	4,201,794	608,567	2,645,529	164,865	2,566,201	247,441	1,397,720	876,912	31,610	49,238	3,285	14,410,769
Draw 11		67 942	147,607	129,144	115 553	3,554	26,460	35,055	294,394	384,347				1 204,055
Draw 12		60 185	428 176	55 904	12,215		191,508	26,465	161,125	111 320				1,046,899
Draw 13		118,699	356 931	15,990	31 758	10,831	44 435		(85,877)	236,790				729 566
Draw 14	4/19/2019	115 240	16 263	2,765	42,544	6 325	8,481		38,226	128 712				358 556
Draw 15	5/14/2019	53 198	148,929	4 729	39,535	5,581	187 633		100 991	24,886				565 482
Draw # 16	6/6/2019	32,471	244,266	85,996	22 246	920	5,709		230 742					660 725
Draw #17	7/12/2019	307 184	4 892	202,419	20,326	4 371	16 121		170 568	1 027		38 375		726 909
Total 2019		754 919	1,347,064	496 947	284,177	31 582	480,346	61 520	910,169	887 083		38,375		5 292,181
Total		2,372 525	5,548 859	1,105,514	2,929,706	196 447	3,046,547	308,961	2 307 889	1,763 995	31 610	87 613	3,285	19,702,950
Remaining Budget		1,262,436	(67,989)	288,073	957,594	261,553	(66,719)	611,039	(232,416)	(390,895)	113,390	12,387	30,078	2,788,534

City of Franklin
Tax Increment Financing District #6
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 6,490,348	\$ -
Total Assets	<u>\$ 6,490,348</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,063	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>14,063</u>	<u>-</u>
Assigned fund balance	6,476,285	-
Total Liabilities and Fund Balance	<u>\$ 6,490,348</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment income	\$ -	\$ 132,300	\$ 84,000	\$ 84,081	\$ -
Bond proceeds	-	9,837,382	6,137,000	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>6,221,000</u>	<u>6,722,401</u>	<u>-</u>
Expenditures					
Debt service interest & fees	\$ -	\$ 195,375	\$ 52,000	\$ 226,063	\$ -
Administrative expenses	-	8,550	4,000	4,130	-
Professional services	-	26,156	-	3,735	-
Capital outlay	-	9,000,000	7,100,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>7,156,000</u>	<u>232,772</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ (935,000)</u>	6,489,629	-
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,476,285</u>	<u>\$ -</u>

City of Franklin
Tax Increment Financing District #7
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ (8,771)	\$ -
Total Assets	<u>\$ (8,771)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 25,470	\$ -
Advances from other funds	-	-
Total Liabilities	<u>25,470</u>	<u>-</u>
Assigned fund balance	(34,241)	-
Total Liabilities and Fund Balance	<u>\$ (8,771)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment income	\$ -	\$ -	\$ -	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>240,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest, fees bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,162	-
Professional services	-	-	-	33,079	-
Capital outlay	-	2,750,000	-	-	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,908,408</u>	<u>-</u>	<u>34,241</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,668,408)	<u>\$ -</u>	(34,241)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,668,408)</u>		<u>\$ (34,241)</u>	<u>\$ -</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 1,046,555	\$ 1,007,923
Accrued Receivables	521	89
Total Assets	<u>\$ 1,047,076</u>	<u>\$ 1,008,012</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 133,308	\$ 131,498
Accrued salaries & wages	458	430
Restricted fund balance	913,310	876,084
Total Liabilities and Fund Balance	<u>\$ 1,047,076</u>	<u>\$ 1,008,012</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

<u>Revenue</u>	<u>2019 Adopted Budget</u>	<u>2019 YTD Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,219,723	1,215,237	1,211,378
Landfill Operations-tippage	361,800	204,797	209,974	204,527
Investment Income	9,500	7,202	25,043	10,331
Sale of Recyclables	-	-	2,119	954
Total Revenue	<u>1,660,700</u>	<u>1,500,722</u>	<u>1,521,231</u>	<u>1,496,174</u>
Expenditures:				
Personal Services	16,931	1,875	9,215	10,093
Refuse Collection	713,750	475,419	474,233	462,151
Recycling Collection	380,720	253,718	262,994	256,692
Leaf & Brush Pickups	63,800	42,533	20,000	20,000
Tippage Fees	469,000	312,667	270,921	263,671
Miscellaneous	3,500	2,333	1,305	1,160
Printing	1,800	1,200	-	-
Total expenditures	<u>1,649,501</u>	<u>1,089,745</u>	<u>1,038,668</u>	<u>1,013,767</u>
Revenue over (under) expenditures	11,199	<u>410,977</u>	482,563	482,407
Fund balance, beginning of year	<u>430,747</u>		<u>430,747</u>	<u>393,677</u>
Fund balance, end of period	<u>\$ 441,946</u>		<u>\$ 913,310</u>	<u>\$ 876,084</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 662,300	\$ 540,080
Total Assets	<u>\$ 662,300</u>	<u>\$ 540,080</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 17,849	\$ 29,121
Assigned fund balance	644,451	510,959
Total Liabilities and Fund Balance	<u>\$ 662,300</u>	<u>\$ 540,080</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

<u>Revenue</u>	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	3,333	6,606	2,021
Landfill Siting	317,000	317,000	271,435	278,300	116,800
Investment Income	6,000	6,000	4,000	14,844	4,695
Miscellaneous Revenue	25,000	25,000	14,786	12,170	22,070
Transfers from Other Funds	250,000	250,000	187,500	-	101,000
Total Revenue	<u>1,055,800</u>	<u>1,055,800</u>	<u>933,854</u>	<u>764,720</u>	<u>697,086</u>
Expenditures:					
General Government	158,610	247,203	126,641	87,681	97,420
Public Safety	473,795	602,585	465,204	432,540	467,052
Public Works	34,020	66,520	38,621	51,617	53,666
Health and Human Services	1,020	1,020	680	1,006	3,563
Culture and Recreation	9,000	29,766	17,933	20,623	9,828
Conservation and Development	1,500	3,510	2,000	503	1,018
Contingency	50,000	51,385	89,460	2,252	6,525
Contingency - Pending Additional Consideration	100,000	-	-	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(50,910)	(99,905)
Transfers to Other Funds	-	-	-	-	-
Total expenditures	<u>1,077,945</u>	<u>1,251,989</u>	<u>740,539</u>	<u>545,312</u>	<u>539,167</u>
Revenue over (under) expenditures	(22,145)	(196,189)	<u>193,315</u>	219,408	157,919
Fund balance, beginning of year	<u>425,043</u>	<u>425,043</u>		<u>425,043</u>	<u>353,040</u>
Fund balance, end of period	<u>\$ 402,898</u>	<u>\$ 228,854</u>		<u>\$ 644,451</u>	<u>\$ 510,959</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 3,208,291	\$ 2,767,766
Taxes receivable	-	-
Line of Credit advance	-	-
Total Assets	<u>\$ 3,208,291</u>	<u>\$ 2,767,766</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 5,337
Assigned fund balance	3,208,291	2,762,429
Total Liabilities and Fund Balance	<u>\$ 3,208,291</u>	<u>\$ 2,767,766</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	<u>2019</u> <u>Original</u> <u>Budget</u>	<u>2019</u> <u>Amended</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	316,891	329,600	158,900
Investment Income	29,000	29,000	19,333	77,700	8,964
Property Sales	30,000	30,000	16,868	727	19,231
Total revenue	<u>610,700</u>	<u>610,700</u>	<u>528,092</u>	<u>583,027</u>	<u>537,095</u>
Expenditures:					
Public Safety	1,006,670	1,006,670	826,938	633,395	84,162
Public Works	190,000	210,431	122,352	210,431	249,684
Encumbrances	-	-	-	(823,395)	(247,365)
Total expenditures	<u>1,196,670</u>	<u>1,217,101</u>	<u>949,290</u>	<u>20,431</u>	<u>86,481</u>
Revenue over (under) expenditures	(585,970)	(606,401)	<u>(421,198)</u>	562,596	450,614
Fund balance, beginning of year	<u>2,645,695</u>	<u>2,645,695</u>		<u>2,645,695</u>	<u>2,311,815</u>
Fund balance, end of period	<u>\$ 2,059,725</u>	<u>\$ 2,039,294</u>		<u>\$ 3,208,291</u>	<u>\$ 2,762,429</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 289,237	\$ 290,621
Total Assets	<u>\$ 289,237</u>	<u>\$ 290,621</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 75,216	\$ 9,187
Assigned fund balance	214,021	281,435
Total Liabilities and Fund Balance	<u>\$ 289,237</u>	<u>\$ 290,622</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Totals</u>	<u>2018 Year-to-Date Totals</u>
Revenue:			
Property Taxes	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	137,220	97,100
Investment Income	4,000	12,690	8,344
Local Road Improvement Aids	700,000	600,000	-
Refunds and Reimbursements	-	-	-
Total revenue	<u>855,200</u>	<u>768,110</u>	<u>820,144</u>
Expenditures:			
Street Reconstruction Program - Current Year	975,000	1,154,865	900,126
Encumbrances	-	(201,388)	(75,151)
Total expenditures	<u>975,000</u>	<u>953,477</u>	<u>824,975</u>
Revenue over (under) expenditures	(119,800)	(185,367)	(4,831)
Fund balance, beginning of year	<u>399,388</u>	<u>399,388</u>	<u>286,266</u>
Fund balance, end of period	<u>\$ 279,588</u>	<u>\$ 214,021</u>	<u>\$ 281,435</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 2,484,925	\$ 3,420,846
Accrued receivables	8,949	847
Total Assets	<u>\$ 2,493,874</u>	<u>\$ 3,421,693</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 287,979	\$ 31,939
Escrow Balances Due	-	78,915
Assigned fund balance	2,205,895	3,310,839
Total Liabilities and Fund Balance	<u>\$ 2,493,874</u>	<u>\$ 3,421,693</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Totals</u>	<u>2018 Year-to-Date Totals</u>
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	548,602	81,268
Transfers from Impact Fees	384,511	384,511	37,747	-
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Investment Income	20,000	20,000	76,614	21,166
Total revenue	<u>5,214,511</u>	<u>5,864,511</u>	<u>662,963</u>	<u>113,519</u>
Expenditures:				
General Government	1,815,000	1,822,940	1,756,463	4,539
Public Safety	1,665,000	1,707,696	1,471,188	112,069
Public Works	2,550,000	3,340,565	2,547,755	579,090
Culture and Recreation	843,109	846,434	551,082	344,732
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	23,663	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(4,569,711)	(546,341)
Total expenditures	<u>8,048,109</u>	<u>8,892,619</u>	<u>1,780,440</u>	<u>598,173</u>
Revenue over (under) expenditures	<u>(2,833,598)</u>	<u>(3,028,108)</u>	<u>(1,117,477)</u>	<u>(484,654)</u>
Fund balance, beginning of year	<u>3,323,372</u>	<u>3,323,372</u>	<u>3,323,372</u>	<u>3,795,493</u>
Fund balance, end of period	<u>\$ 489,774</u>	<u>\$ 295,264</u>	<u>\$ 2,205,895</u>	<u>\$ 3,310,839</u>

**City of Franklin
Development Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 6,824,031	\$ 5,423,298
Total Assets	\$ 6,824,031	\$ 5,423,298
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	6,720,097	5,363,499
Total Fund Balance	6,720,097	5,363,499
Total Liabilities and Fund Balance	\$ 6,824,031	\$ 5,423,298

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	<u>2019</u>	<u>2019</u>	<u>2019</u>	<u>2018</u>
	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
Revenue:	Budget	Budget	Actual	Actual
Impact Fee Parks	\$ 400,000	\$ 275,001	\$ 223,662	\$ 425,529
Southwest Sewer Service Area	35,000	29,032	25,608	-
Administration	7,500	5,554	5,106	10,285
Water	425,000	303,884	293,026	447,409
Transportation	25,000	20,804	44,617	32,597
Fire Protection	50,000	37,414	49,633	69,444
Law Enforcement	75,000	56,073	91,484	127,287
Library	75,000	51,306	62,781	117,307
Total Impact Fees	1,092,500	779,068	795,917	1,229,858
Investment Income	60,000	40,000	150,583	19,067
Interfund Interest Income	-	-	-	74
Total revenue	1,152,500	819,068	946,500	1,248,999
 Expenditures:				
Other Professional Services	35,253	13,333	15,253	3,321
Transfer to Debt Service				
Law Enforcement	205,000	48,634	133,800	15,972
Fire	43,100	29,234	39,333	6,440
Transportation	73,250	8,979	18,000	12,216
Library	133,100	39,863	132,286	17,371
Total Transfers to Debt Service	454,450	126,710	323,419	51,999
Transfer to Capital Improvement Fund				
Park	384,511	120,053	63,032	-
Total Transfers to Capital Improve	384,511	120,053	63,032	-
Sewer Fees	500,000	-	-	-
Water Fees	500,000	166,667	317,130	-
Encumbrances		-	(352,235)	(3,321)
Total expenditures	1,874,214	426,763	366,599	51,999
Revenue over (under) expenditures	(721,714)	392,305	579,901	1,197,000
Fund balance, beginning of year	4,058,562		6,140,196	4,166,499
Fund balance, end of period	\$ 3,336,848		\$ 6,720,097	\$ 5,363,499

City of Franklin
Summary of Park Impact Fee Availability
August 31, 2019

	Spent By	Current Impact Fees			Total
		Impact Fee	Interest	Expenditures	
2019					
	1st Qtr 2028	56,316 00	35,883 44	0 00	92,199 44
	2nd Qtr 2028	113,421 00	8,687 63	0 00	122,108 63
	3rd Qtr 2028	53,925 00	0 00	37,746 64	16 178 36
	4th Qtr 2028	0 00	0 00	0 00	-
	2019	223,662 00	44,571 07	37,746 64	230 486 43
2018	2018	869,037 00	47,964 42	202,038 51	714,962 91
2017	2017	66,591 00	33,123 42	661 26	99,053 16
2016	Total	209,983 00	28 120 12	212,221 99	25,881 13
2015	Total	137 670 00	55,558 15	607,299 51	(414,071 36)
2014	Total	184 592 00	133 563 95	626 182 10	(308,026 15)
2013	Total	317,206 00	84,950 58	124,912 10	277,244 48
2012	Total	263,398 00	102 473 34	-	365 871 34
2011	Total	163,106 00	44,506 30	-	207,612 30
2010	Total	145,479 00	66 273 18	46 87	211,705 31
2009	Total	80,215 00	86,651 98	5,459 02	161,407 96
2008	Total	133,074 00	95,987 90	10,913 04	218,148 86
2007	Total	220,706 00	172,806 38	823,897 23	(430,384 85)
2006					
	1st Qtr	216,825 00	26,798 63	-	243,623 63
	2nd Qtr	189,847 00	32 334 72	-	222,181 72
	3rd Qtr	112,461 00	47,200 50	-	159,661 50
	4th Qtr	127,774 00	38,616 60	392,618 08	(226,227 48)
	Total	646,907 00	144 950 45	392,618 08	399,239 37
2005	Total	1,006,696 00	63,382 62	471,251 40	598,827 22
2004	Total	1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003	Total	668,917 00	6,283 52	-	675,200 52
2002	Total	275,620 00	3,114 10	-	278,734 10
Balance		6,417,452 00	1 187 143 55	3,543,771 21	4,098,570 98
	Spent	3,498,621 00			

City of Franklin

Development Fund

Summary of Impact Fee Activity
For the months ended Aug 31, 2019

Cash Acct	4292	4293	4294	4295	4296	4297	4299	27 1100 1111	
Revenue Acct								27 2000 2117	
Expenditure Acct								Net	
	Parks Recreation	SW Sewer	Admin Fee *	Water	Transportation	Fire Protection	Law Enforcement	Library	Cash Balance
Beginning Bal, 01/01/19	4,098,570.98	39,277.12	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03	6,140,196.07
1st Quarter									
Impact Fees	56,316.00	8,415.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00	271,358.00
Expenditures			(2,745.50)	(18,000.00)	(39,333.13)	(133,800.00)		(132,286.26)	(326,164.89)
subtotal	4,154,886.98	47,692.12	88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,803.77	6,085,389.18
Transfers									0.00
Investment Income	35,883.44	378.11	779.56	13,920.09	152.98	693.18	624.15	721.49	53,153.00
Ending balance 3/31/2019	4,190,770.42	48,070.23	89,554.08	1,692,760.64	11,606.18	65,660.15	14,595.22	25,525.26	6,138,542.18
2nd Quarter									
Impact Fees	113,421.00	7,815.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00	320,056.00
Expenditures			(2,102.50)						(2,102.50)
subtotal	4,304,191.42	55,885.23	90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26	6,456,495.68
Transfers									0.00
Investment Income	39,030.07	506.76	817.94	16,193.64	222.54	781.56	476.79	517.70	58,547.00
Ending balance 6/30/2019	4,343,221.49	56,391.99	91,019.52	1,802,009.28	24,763.72	86,970.71	53,057.01	57,608.96	6,515,042.68
3rd Quarter									
Impact Fees	53,925.00	9,378.00	1,366.00	44,013.00	25,961.00	19,273.00	35,317.00	15,270.00	204,503.00
Expenditures	(37,746.64)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(37,746.64)
subtotal	4,359,399.85	65,769.99	92,385.52	1,846,022.28	50,724.72	106,243.71	88,374.01	72,878.96	6,681,799.04
Transfers	0.00								0.00
Investment Income	(72,876.33)	(1,099.48)	(1,544.41)	(30,860.06)	(847.97)	(1,776.08)	(1,477.35)	(1,218.32)	(111,700.00)
Ending balance 9/30/2019	4,286,523.52	64,670.51	90,841.11	1,815,162.22	49,876.75	104,467.63	86,896.66	71,660.64	6,570,099.04
Ending balance 12/31/2019	4,286,523.52	64,670.51	90,841.11	1,815,162.22	49,876.75	104,467.63	86,896.66	71,660.64	6,570,099.04
Number of Months	278.66	44.17	186.98	92.53	11.64	26.04	11.79	16.59	
2019 Impact Fees	223,662.00	25,608.00	5,106.00	293,026.00	44,617.00	49,633.00	91,484.00	62,781.00	795,917.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00	2,518,799.04
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00	281,413.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00	578,103.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00	413,977.00
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00	683,227.00
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00	987,905.00

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

Scheduled	73,499	42,996	205,004	134,039	455,538
Unpaid Balance @ 12/31/2018	624,550	225,400	466,100	92,230	1,408,280
Deferred principal & interest	270,444	0	1,449,632	896,953	2,617,029
	59,799.00	Oversizing payments due in future periods			

**City of Franklin
Utility Development Fund
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments - Water	\$ 778,839	\$ 639,561
Cash and investments - Sewer	1,136,532	889,267
Special Assessment - Water Current	101,293	140,867
Special Assessment - Water Deferred	271,107	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	<u>\$ 2,462,582</u>	<u>\$ 2,279,430</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	547,211	750,602
Total Fund Balance	<u>1,915,371</u>	<u>1,528,828</u>
Total Liabilities and Fund Balance	<u>\$ 2,462,582</u>	<u>\$ 2,279,430</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 28,400	\$ 5,565	\$ 72,650	\$ 23,695
Sewer	29,200	3,038	70,898	5,830
Connection Fees				
Water	2,000	1,511	-	-
Sewer	35,000	24,274	31,320	70,200
Total Assessments & Connection Fees	<u>94,600</u>	<u>34,388</u>	<u>174,868</u>	<u>99,725</u>
Special Assessment Interest	17,900	83	-	213
Investment Income	10,000	6,666	27,965	15,512
Total revenue	<u>122,500</u>	<u>41,137</u>	<u>202,833</u>	<u>115,450</u>
 Transfer to Capital Improvement Fund				
Water	500,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(877,500)	41,137	202,833	115,450
Fund balance, beginning of year			<u>1,712,538</u>	<u>1,413,378</u>
Fund balance, end of period			<u>\$ 1,915,371</u>	<u>\$ 1,528,828</u>

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
August 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 2,464,449	\$ 2,097,199
Accounts receivable	309	600
Prepaid expenses	-	1,500
Total Assets	<u>\$ 2,464,758</u>	<u>\$ 2,099,299</u>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ 3,679	\$ 59,386
Claims payable	290,700	290,700
Unrestricted net assets	2,170,379	1,749,213
Total Liabilities and Fund Balance	<u>\$ 2,464,758</u>	<u>\$ 2,099,299</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018**


<u>Revenue</u>	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 1,895,457	\$ 1,618,285	\$ 1,649,923
Medical Premiums-Employee	642,507	642,507	427,273	350,073	305,353
Other - Invest Income, Rebates	30,000	30,000	20,000	222,409	46,252
Medical Revenue	<u>3,509,725</u>	<u>3,509,725</u>	<u>2,342,730</u>	<u>2,190,767</u>	<u>2,001,528</u>
Dental Premiums-City	112,550	112,550	63,250	74,417	72,218
Dental Premiums-Retirees	3,675	3,675	2,806	1,854	2,700
Dental Premiums-Employee	56,450	56,450	37,335	37,956	37,069
Dental Revenue	<u>172,675</u>	<u>172,675</u>	<u>103,391</u>	<u>114,227</u>	<u>111,987</u>
Total Revenue	<u>3,682,400</u>	<u>3,682,400</u>	<u>2,446,121</u>	<u>2,304,994</u>	<u>2,113,515</u>
 Expenditures:					
Medical					
Medical claims	2,833,650	2,833,650	1,658,153	1,057,236	1,414,456
Prescription drug claims	-	-	-	141,659	223,173
Refunds-Stop Loss Coverage	-	-	-	22	(18,130)
Total Claims	<u>2,833,650</u>	<u>2,833,650</u>	<u>1,658,153</u>	<u>1,198,917</u>	<u>1,619,499</u>
Medical Claim Fees	145,850	145,850	102,232	113,740	99,751
Stop Loss Premiums	667,300	667,300	447,511	367,940	365,829
Other - Miscellaneous	118,250	118,250	24,847	7,199	18,176
HSA Contributions	-	-	-	94,375	-
Transfer to Other Funds	59,250	98,125	39,500	-	-
Total Medical Costs	<u>3,824,300</u>	<u>3,863,175</u>	<u>2,272,243</u>	<u>1,782,171</u>	<u>2,103,255</u>
 Dental					
Active Employees & COBRA	189,000	189,000	123,337	109,690	143,315
Retiree	3,675	3,675	2,395	2,922	3,928
Total Dental Costs	<u>192,675</u>	<u>192,675</u>	<u>125,732</u>	<u>112,612</u>	<u>147,243</u>
Claims contingency				-	-
Total Expenditures	<u>4,016,975</u>	<u>4,055,850</u>	<u>2,397,975</u>	<u>1,894,783</u>	<u>2,250,498</u>
Revenue over (under) expenditures	(334,575)	(373,450)	<u>\$ 48,146</u>	410,211	(136,983)
Net assets, beginning of year	<u>1,760,168</u>	<u>1,760,168</u>		<u>1,760,168</u>	<u>1,886,196</u>
Net assets, end of period	<u>\$ 1,425,593</u>	<u>\$ 1,386,718</u>		<u>\$ 2,170,379</u>	<u>\$ 1,749,213</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
August 31, 2019 and 2018

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 155,474	\$ -
Investments held in trust - Fixed Inc	2,192,685	1,990,717
Investments held in trust - Equities	3,810,196	3,928,792
Accounts receivable	8,963	6,775
Total Assets	\$ 6,167,318	\$ 5,926,284
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 863	\$ 4,357
Claims payable	131,100	131,100
Due to City	-	44,758
Net assets held in trust for post emp	6,035,355	5,746,069
Total Liabilities and Fund Balance	\$ 6,167,318	\$ 5,926,284

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2019 and 2018

<u>Revenue</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 139,764	\$ 153,013
Medical Charges - Retirees	115,116	96,148
Implicit Rate Subsidy	30,519	143,235
Medical Revenue	285,399	392,396
Expenditures:		
Retirees-Medical		
Medical claims	113,432	345,971
Prescription drug claims	83,355	88,320
Refunds-Stop Loss Coverage	(1,393)	(642)
Total Claims-Retirees	195,394	433,649
Medical Claim Fees	35,600	12,869
Stop Loss Premiums	53,888	56,415
Miscellaneous Expense	345	330
ACA Fees	172	160
Total Medical Costs-Retirees	285,399	503,423
 Revenue over (under) expenditures	 -	 (111,027)
 Annual Required Contribution-Net	 123,197	 -
Other - Investment Income, etc	682,754	283,333
Total Revenues	805,951	283,333
 Net Revenues (Expenditures)	 805,951	 172,306
 Net assets, beginning of year	 5,229,404	 5,573,763
 Net assets, end of period	 \$ 6,035,355	 \$ 5,746,069

<p style="text-align: center;">APPROVAL</p> <p><i>Slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/15/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization for Purchase of BS&A's Water Utility Billing Software including execution of the Software Licenses and Services Agreement</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.21.</i></p>

Executive Summary: For efficiency, productivity, and technology reasons, it is essential to replace our current Sewer and Water Utility billing software. Migration to BS&A's software will cause it to be fully integrated with the City's financial system and allow significantly greater eCommerce transactions and on-line records accessibility. The Finance Director, Information Services Director, Board of Water Commissioners, and Technology Commission have reviewed and recommended the purchase. The proposal is for \$94,425, but with potential for BS&A travel costs and project contingencies, the IS Director recommends a total project budget of \$110,000. Both the Water and Sewer Utility had \$40,500 budgeted for this year, and the Water Utility has approved a budget modification for an additional \$15,000. If the purchase is also approved by the Common Council for the Sewer Utility, a budget modification for \$15,000 in the Sewer Utility will be brought forward to a subsequent meeting. Based on workload, BS&A anticipates the project to occur in the first half of 2020 if contracted now.

Explanation: A critical component to the operational functionality of any organization is a tightly integrated Enterprise Resource Planning (ERP) suite of applications. A traditional ERP system has at its core the financial accounting and reporting applications used throughout all departments, often using standardize reporting templates and data importation interfaces. Surrounding the accounting and financial reporting functions are the operational capabilities that drive revenue, customer-focused services, and complex supply chains critical for supporting. A well constructed ERP allows for seamless integration and sharing of common data elements (a.k.a. "master data") between the departmental applications, in that these elements only need to be recorded once in order to be available throughout multiple business processes. The elimination of application and data silos, along with the cross utilization of master data, are key reasons why many organizations undertake the complex development and implementation of an ERP system.

Today the City of Franklin does not have a central ERP system from a traditional viewpoint, but rather utilizes several departmental applications that grew over time to fulfill this function. Within City Hall governance BS&A is used for financial and accounting functions, GCS is used for property tax billing and cash receipting, and Govern is used for land management, inspections, permitting, licensing, and citizen complaint management. GIS is a loosely coupled application using custom written middleware and allows for graphical representation of master data elements. Assessment information is stored in Universe, which is a Tyler proprietary application that is completely independent of all other applications.

With multiple siloed applications, which are segmented by departmental functionality, a need arises to eliminate data entry inefficiency and information redundancy. Master data (such as citizen name and address information) is stored in multiple application databases and has to be manually retyped in multiple systems whenever a change occurs. Multiple Account Receivable ledgers must be maintained amongst the departmental applications, a situation that makes it very difficult to audit a specific transaction, or correct data entry problems that occurred because of human error. Middleware must be proprietarily coded for a specific version of an application and its associated database, forcing the usage of a software platform (e.g. ESRI GIS) well beyond the support lifecycle outlined by a vendor. Although existing applications worked

well at their onset, they do not have the ability to integrate with Internet based services. The older Microsoft Visual Basic 6 programming language, used within MS Govern (10.8), does not have the ability to expose any data records via the Internet, as the obsolete programming language has no capabilities to share information using newer object models, data structures, or web services.

Within the 2019 Capital budget the City of Franklin Water and Sewer Utility requested and received funding in the amount of \$81,000 to migrate from the older MS Govern departmental application. Data would be migrated into a brand new BS&A module and tied directly to an online web portal (accessmygov.com) that can expose billing records to Internet users. The migration from MS Govern to BS&A offers the following capabilities:

1. Double data entry of utility billing payments is eliminated. This reduces the amount of workload being incurred by Treasury staff, along with the potential for human error.
2. Due the reduction in the number of AR journals being maintained, there is better auditing of individual transactions. This facilitates quicker troubleshooting of problems as they occur.
3. BS&A provides for significantly easier application of late fees or individual surcharges over Govern 10.8. It is easier to apply fees within the middle of a billing cycle.
4. The generation of invoices is performed "server side" using Microsoft SQL Reporting services instead of a local workstation. Enterprise grade hardware that is fully redundant and stored in a locked data center is generating the monthly invoices.
5. Name and address changes (master data) are concurrently applied to both the BS&A and Water Utility databases. Today all systems must be updated individually whenever name or address change occurs. This results in fewer mismatched records between systems.
6. Water Utility Billing records are available online for viewing and can be automatically processed using ACH transfers. There is an opportunity of lowering time-to-cash by allowing billing to be viewed immediately online or performed as a scheduled transaction.
7. There is a potential to reduced future costs through the usage of online statements and reduce mailings, in addition to workflow automation across operational applications.

During the August 8, 2019 Technology Commission meeting the Commission voted unanimously to recommend moving forward with the migration to the BS&A Water Utility Billing module, contingent upon sufficient funding being available to ensure the project's success. The Commission reviewed the current offering of Harris System's newest Govern product line in comparison to the capabilities of BS&A. BS&A was determined to be a better strategic alignment for the following reasons:

1. Harris Systems has yet to write and finalize code for the Water Utility Billing module of Govern Open Forms v6.0. The project was originally slated for completion by Q3 of 2018, but was delayed due to resource and staffing problems. Harris has rescheduled the release of the product Q1 of 2020, but has not committed to a timeline.
2. The release of the product may not contain the online bill viewing component and payment portal options, which may be released at a future date. The planned release may not contain these essential features.
3. In order to allow for integrated ERP functionality, the City of Franklin would need to contract with Harris to write a custom interface module (either a web service or API) that would allow the software to directly interface with BS&A financials. This is an essential component for any eCommerce transaction. A customized interface module is a significant project cost and would tightly couple the interface code with any new software release. Migrating to any future release of the software would be contingent upon the custom code being compatible.
4. Harris Govern Open Forms continues to use Crystal Reports. Crystal Reports is fully owned by SAP, who is slowly retiring the product in favor of their own reporting tools.

BS&A will become the foundation of a City-wide ERP system, as the modules within the product allow for the direct reporting to the financial system without the need for custom written APIs, middleware, web services or other interfaces that force coupling between disparate applications. The ability to have an operational application directly apply a transaction to a financial ledger is an essential capability for any form of eCommerce. As the City extends the features and capabilities to the City of Franklin's website, the Technology Commission foresees a very strong need to implement both online record access along with eCommerce transactions. A core feature of government transparency is to allow for the online perusal of City records. Harris Govern does not offer this functionality out-of-box without significant customized coding, which would be both costly and may restrict future upgrades to the application. BS&A offers direct (integrated) financial transaction access and reporting without the significant overhead of customized APIs or web services between multi-vendor applications. For these reasons the Technology Commission views BS&A a better long-term technology fit that will allow for workflows across department boundaries and operational functions. Currently Greenfield, Mukwonago, Oak Creek, Shorewood, and Whitefish Bay are using BS&A as an integrated ERP platform.

Project Deliverables: At the successful completion of the project the following deliverables will be achieved:

- Create a Project Plan containing a task decomposition and project timeline.
- Create business process maps of existing workflows along with associated use cases.
- Install BS&A Water Utility Billing on a dedicated application server and install module level databases on a centralized SQL server. Modules installed will be BS&A Utility Billing.NET and Work Orders .NET.
- Created dedicated Active Directory application security groups and assign security permissions to the group based on user role assignments.
- Assign database security permissions based upon Active Direction security groups. All application authentication will be performed using current Active Directory user accounts and passwords.
- Customize lockbox and OCR line printing for existing Epson receipt printers.
- Configure parameterized data in BS&A to match current application configuration parameters within the Govern Water Utility module.
- Convert and migrate current Govern Water Utility billing records over to BS&A.
- Convert and migrate current Govern Water Utility customer and address records over to BS&A.
- Integrate existing Water Utility AR accounts within BS&A Financials and interface them within BS&A Water Utility Billing for automated data entry and workflows.
- Provision the BS&A Online web portal for the City of Franklin and interface online databases with the on-premise database.
- Configure BS&A Online for public search of water utility billing records.
- Coordinate the integration of a preferred ACH processor into the bill payment workflow. The payment vendor will be contracted as part of the project preliminary requirements.
- Review system generated PDF customer invoices and confirm accuracy of the data and document elements. Confirm bills accurately represent the planned print layout prior to invoices being sent to the office bureau for physical printing.
- Audit Water Utility billing 30-60 days after conversion to ensure the accuracy and formatting of all invoices.

Project Milestones: It is anticipated that the project will proceed using the following major milestones:

- Project Planning & Scope Determination
- Analysis - Water Utility Billing Records

- Analysis - Names & Address Records
- Analysis - Business Process & Workflows
- Analysis - Govern Configuration
- Implementation - Build Migration Scripts
- Implementation – Build & Configure Test System (optional)
- Implementation – Build & Configure Production System
- Implementation - Database Creation & Security Group Definitions
- Implementation – Build & Configure BS&A Online Portal
- Migration – Load Test System Data (optional)
- Migration – Load Production System Data
- Migration – Running Billing Test Cases
- Training – User & IT Support Training
- Cutover – Run Billing Cycle
- Cutover – Activate Online Portal & Bill Payment
- Testing – Run Test Cases
- Testing – Verify Billing Cycle

Project Costs: For the 2019 Water and Sewer Utility Capital Outlay, \$81,000 was allocated for the replacement of Govern and to migrate all data over to BS&A. Vendor quotations for the upgrade project are for \$94,425, which includes licenses, implementation, migration, and project management costs.

Applications	\$34,150
Data Conversions	\$18,000
Customization	\$ 3,500
Project Management & Planning	\$11,275
Implementation & Training	<u>\$27,500</u>
	\$94,425

The vendor requested an additional \$10,000 for travel expenses, but it is believed that costs can be deferred by allowing remote VPN access during the course of the project. Training may be able to be performed using video conferencing instead of direct onsite instruction. It is recommended to have some funds available for onsite post-migration troubleshooting. For these reasons, the Information Services Director recommends that the total project budget be established at \$110,000 to ensure funding is available for any project contingencies.

The Board of Water Commissioners has already approved proceeding with the project and approved a budget modification of \$15,000 to cover their portion of the full project contingencies. If the requested action is approved by the Common Council, a budget modification for \$15,000 in the Sewer Utility will be brought forward to a subsequent meeting. Also, please note that the IS Director may require some modifications and clarification on the Scope of Work documentation prior to final execution.

COUNCIL ACTION REQUESTED

Motion to authorize Purchase of BS&A’s Water Utility Billing Software including execution of the Software Licenses and Services Agreement and to authorize the Director of Administration to execute the necessary documents.

Proposal for Software and Services, Presented to...

City of Franklin, Milwaukee County WI

February 5, 2019

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy—it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

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Cost Summary

Applications and Annual Service Fee prices based on an approximate population of 36,131 and 10,000 utility customers. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Financial Management

Utility Billing NET	\$18,000
Work Orders NET	\$13,900

BS&A Online

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$2,250
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Subtotal **\$34,150**

Data Conversions

Convert existing Harris Govern data to BS&A format:

Utility Billing	\$16,000
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Database Setup

Work Orders (Setup of Work Order Types, Facilities, Assets, Equipment, Materials, Workers (if not using Employees as Workers))	\$2,000
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Subtotal **\$18,000**

Customization

Lockbox + OCR Line for Utility Billing	\$3,500
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed
- Creating and managing the project schedule in accordance with the customer's existing processes and needs
- Planning and scheduling training around any planned process changes included in the project plan
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable)

\$11,275

Implementation and Training

- \$1,100/day
- Days quoted are estimates, you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days	2		\$2,200
Financial Management Applications	Days	23		\$25,300
	Total	25	Subtotal	\$27,500

Cost Totals

Not including Annual Service Fees

Applications	\$34,150
Data Conversions	\$18,000
Customization	\$3,500
Project Management and Implementation Planning	\$11,275
Implementation and Training	\$27,500
Total Proposed	\$94,425
<i>Travel Expenses</i>	<i>\$10,215</i>

Payment Schedule

- 1st Payment: **\$29,275** to be invoiced upon execution of this agreement
- 2nd Payment: **\$34,150** to be invoiced at start of training
- 3rd Payment: **\$41,215** to be invoiced upon completion of training

Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI)

Financial Management	
Utility Billing NET	\$4,000
Work Orders NET	\$3,090
BS&A Online	
Public Records Search	\$1,500
Total Annual Service Fees	\$8,590

Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

BS&A Online

Connection Requirements

BS&A Online requires a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/baonline/public-records-search/> for information.

Acceptance

Signature constitutes...

- 1 An order for products and services as quoted
Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation
- 2 Agreement with the proposed Annual Service Fees
- 3 Acceptance of BS&A's hardware recommendations required to efficiently run the NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods

Mail BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax (517) 641-8960

Email dburns@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail

If additional contacts need to be submitted, please make a copy of this page

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc ("BSA"), a Michigan corporation and the City of Franklin, Milwaukee County WI ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date") Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties "

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer

SECTION A – SOFTWARE LICENSE

1. License Grant.

1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement "BSA Software Product(s)" means, the (i) BSA software products set forth in **Schedule 1 to Exhibit A**, (ii) related interfaces and customizations, (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"), and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications") For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup

1.2. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void All rights not expressly granted are reserved

2. License Fees. Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**

3. Limited Software Warranty.

3.1. BSA warrants and represents for a period of one (1) year from the installation of BSA Software Product that (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement, and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable BSA Software Product Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product

3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF

DEALING OR USAGE OF TRADE BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED

4. Ownership of BSA Software Products/Proprietary Information.

4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights

SECTION B – PROFESSIONAL SERVICES

5. Professional Services. BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement The Parties may enter into future Statements of Work, which shall become part of this Agreement.

6. Change Orders. If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order") BSA may, at its discretion, prescribe the format of the Change Order BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following (i) implementation plans, (ii) the timeframe for performance, and (iii) the estimated price for such performance Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates

7. License and Ownership.

7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof

7.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only

8. Cancellation. In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required

9. Limited Professional Services Warranty.

9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived

9.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE

SECTION C – MAINTENANCE AND SUPPORT

10. Maintenance and Support Generally.

- 10.1.** For a one-year period, commencing on the installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers, and (ii) technical support, as further described in Section 11, during BSA's normal business hours
- 10.2.** Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate
- 10.3.** BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee")

11. Support.

- 11.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void
- 11.2.** Support does not include the following (i) installation or implementation of the BSA Software Products, (ii) onsite training/support, remote training, application design, and other consulting services, (iii) support of an operating system, hardware, or support outside of BSA's normal business hours, (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect, (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents, (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc., and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith
- 11.3.** Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists

- 11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

12. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 26 below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
13. **BSA Proprietary Information.**
- 13.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").
- 13.2. The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 13.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer, (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA, (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA, or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 13.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.
14. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S

PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW

15. Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
16. **Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
17. **Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that (a) Customer promptly notifies BSA in writing of the claim, (b) BSA has sole control of the defense and all related settlement negotiations, (c) Customer reasonably cooperates in such defense at no expense to BSA, and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
18. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
19. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination, and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1, 2, 4, 1, 7, 1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
20. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court of the United States of America lying in the Western District of Michigan.
22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted

rights as defined in FAR Section 52 227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227 7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations Any use, modification, reproduction release, performance, display, or disclosure of BSA s Software Products by the U S Government shall be solely in accordance with the terms of this Agreement

- 24. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law
- 25. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA
- 26. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure
- 27. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision, or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective

If to BSA

BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn Contracts Manager
Telephone 517-641-8900

If to Customer:

City of Franklin
9229 W Loomis Road
Franklin, WI 53132
Telephone 414-425-7500

- 28. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA s employees by Customer BSA is an independent contractor for all purposes under this Agreement
- 29. Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules This Agreement includes the following Exhibits and Schedules

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A - License/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Services Fees
Exhibit B – Maintenance and Support Fees
Exhibit C – Support Call Process

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below

BSA SOFTWARE, INC.

CUSTOMER

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

Payment Terms

- 1 Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received.
- 2 Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
- 3 BSA shall invoice Customer \$29,275 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
- 4 BSA shall invoice Customer \$34,150 at start of On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
- 5 BSA shall invoice Customer \$41,215 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
- 6 Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income.

Schedule 1 to Exhibit A

License Fees

Applications

Financial Management

Utility Billing NET **\$18,000**

Work Orders NET **\$13,900**

BS&A Online

Public Records Search + Online Bill Pay **\$2,250**
With use of integrated Credit Card Processor

Subtotal **\$34,150**

Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions

Convert existing Harris Govern data to BS&A format:

Utility Billing	\$16,000
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Database Setup

Work Orders (Setup of Work Order Types Facilities Assets Equipment Materials Workers (if not using Employees as Workers))	\$2,000
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	Subtotal	\$18,000
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Customization

Lockbox + OCR Line for Utility Billing

\$3,500

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs*
- *Planning and scheduling training around any planned process changes included in the project plan*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered*
- *Providing a central contact between the customer's project leaders developers trainers IT staff conversion staff and other resources required throughout the transition period*
- *Installing the software and providing IT consultation for network server and workstation configuration and requirements*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable)*

\$11,275

Implementation and Training

- \$1100 day
- Days quoted are estimates you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days	2		\$2,200
Financial Management Applications	Days	23		\$25,300
	Total:	25	Subtotal	\$27,500

Travel Expenses \$10,215

EXHIBIT B

Maintenance and Support Fees

Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI)

<hr/>	
Financial Management	
Utility Billing NET	\$4,000
Work Orders NET	\$3,090
<hr/>	
BS&A Online	
Public Records Search	\$1,500
<hr/>	
Total Annual Service Fees	\$8,590

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and 8:30 a.m. to 5:00 p.m. (EST) on Friday, excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications; (ii) our toll-free support line (1-855-BSA-SOFT) or via email.


BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to IT functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.1.</i>

Attached are vouchers dated October 2, 2019 through October 10, 2019 Nos. 175584 through Nos. 175755 in the amount of \$ 3,230,053.54. Included in this listing are EFT's Nos. 4117 through Nos. 4130 Library vouchers totaling \$ 504.73, Tourism vouchers totaling \$ 5,000.00 and Water Utility vouchers totaling \$ 34,710.65. Voided checks in the amount of \$ (760 32) are separately listed.

Vouchers approved at the Council meeting dated October 1, 2019 that are included in this distribution are Primadata in the amount of \$ 4,500.00 and Selzer-Ornst in the amount of \$ 493,200.00.

Knight Barry draw #18 in the amount of \$ 2,095,252.72 was approved at the Council meeting on October 1, 2019. Only \$ 1,676,202.00 is included in this distribution. The balance of \$ 419,050.72 will be paid at a later date.

Early release disbursements dated October 2, 2019 through October 9, 2019 in the amount of \$ 2,626,706.15 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 October 11, 2019 is \$ 388,560.71 previously estimated at \$ 390,000 00. Payroll deductions dated October 11, 2019 are \$ 204,374.45 previously estimated at \$ 213,000.00.

The estimated payroll for October 25, 2019 is \$ 393,000 00 with estimated deductions and matching payments of \$ 416,000.00.

Attached is a list of property tax payments Check Nos. 17905 dated October 2, 2019 through October 10, 2019 in the amount of \$ 325 00. These payments have been released as authorized under Resolution 2013-6920

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of October 10, 2019 in the amount of \$ 3,230,053 54 and
- Payroll dated October 11, 2019 in the amount of \$ 388,560.71 and payments of the various payroll deductions in the amount of \$ 204,374.45 plus City matching payments and
- Estimated payroll dated October 25, 2019 in the amount of \$ 393,000.00 and payments of the various payroll deductions in the amount of \$ 416,000.00, plus City matching payments and
- Property Tax payments with an ending date of October 10, 2019 in the amount of \$ 325.00.

ROLL CALL VOTE NEEDED

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 10/15/19</p>
<p>LICENSES AND PERMITS</p>	<p>MISCELLANEOUS LICENSES</p>	<p>ITEM NUMBER 1.1.</p>

See attached listing from meeting of October 15, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

License Committee

Agenda*

Aldermen's Room

October 15, 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
Temporary Entertainment & Amusement 6:00 p.m.	Victory of the Lamb Lutheran Church – Classic Car Display and Free Family Fun Day Person in Charge: Samantha Goodger Location: 11120 W Loomis Rd Date of Event: 10/26/19			
Temporary Entertainment & Amusement 6:00 p.m.	Victory of the Lamb Lutheran Church – Free Community/Family Holiday Festivities Person in Charge: Samantha Goodger Location: 11120 W Loomis Rd Date of Event: 12/06/19			
Operator 2019-2020 New	Arndt, Aimee M 2955 W Drexel Ave #408 Franklin, WI 53132 Pick 'n Save #6360			
Operator 2019-2020 New	Boyden, Brianna S 2801 S Chicago Ave South Milwaukee, WI 53172 Walgreens #15020			
Operator 2019-2020 New	Curler, Jessica M S69 W15092 Cornell Circle Muskego, WI 53150 Swiss Street Pub & Grill			
Change of Agent	Wal-Mart Stores East, LP Dbw Walmart Veronica Wright, Agent 11321 W Oklahoma Ave, #43 West Allis, WI 53132			
3.	Adjournment			
		Time		

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