

APPROVAL <i>Slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Apr 21, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru April 15, 2020	ITEM NUMBER <i>G.6.</i>

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru April 15, 2020, the City has spent \$60,412 of Labor funds, \$31,931 in operating costs (principally \$20,000 in extra postage for absentee ballots), and \$11,587 on equipment (with an additional \$5,596 on order). Details of the expenditures are:

Elections	23,304
Info Systems	447
Finance	55
Muni Buildings	175
Police	2083
Fire	2216
Highway	1400
Parks	2251
Total	31,931

Total expenditures and encumbrances are \$109,525.

The FEMA grant will potentially cover overtime costs, which total \$32,605 currently. Very little else of these funds are recoverable under the COVID-10 FEMA grant, as they don't meet the requirements of the grant.

COUNCIL ACTION REQUESTED

Information Only – no action requested..

The Economy and Cities: **WHAT AMERICA'S LOCAL LEADERS ARE SEEING**



Local leaders understand the needs of their residents and are best positioned to make emergency management decisions related to allocation of resources.

The federal government **MUST** act to ensure every city, town and village impacted by this pandemic—regardless of size—has direct access to emergency funding.

UNDER THE CURRENT CARES ACT:

Only municipalities of more than **500,000** residents will receive direct funding through the Coronavirus Relief Fund

Only **36 of 19,000** American cities, towns and villages are 500,000+

That equals less than **0.5%** of all municipalities

And only represents **14%** of the country's total population

MUNICIPALITIES OF ALL SIZES WILL FEEL THE ECONOMIC IMPACT OF COVID-19.

Nearly 100% of cities with populations above 50,000 will see a revenue decline this year.

87% of municipalities <50,000 anticipate a revenue shortfall this year

100% of municipalities 200k-499,999 anticipate a revenue shortfall this year

98% of municipalities 50k-199,999 anticipate a revenue shortfall this year

100% of municipalities 500,000+ anticipate a revenue shortfall this year

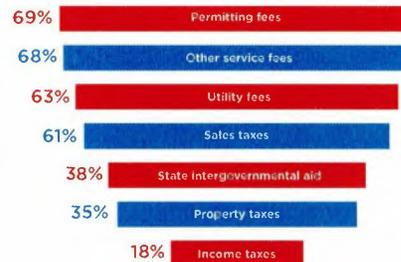
96% OF ALL CITIES REPORT THAT BUDGET SHORTFALLS ARE THE RESULT OF UNANTICIPATED REVENUE DECLINES.

PRIMARY FACTOR FOR SHORTFALL

53% UNANTICIPATED REVENUE DECLINE ONLY

43% UNANTICIPATED REVENUE DECLINES AND UNANTICIPATED EXPENDITURE INCREASES

LOCAL LEADERS ARE REPORTING AN IMMEDIATE ECONOMIC IMPACT FROM LOSS OF REVENUE SOURCES THEY DEPEND ON TO FUND ESSENTIAL SERVICES.



PUBLIC SERVICES WILL BE IMPACTED BY THE ECONOMIC STRAIN OF COVID-19.

50% of municipalities <50,000 are anticipating having to cut public services.

70% of municipalities 200k-499,999 are anticipating having to cut public services.

63% of municipalities 50k-199,999 are anticipating having to cut public services.

76% of municipalities 500,000+ are anticipating having to cut public services.

MORE THAN **HALF** OF ALL CITIES OF ALL ALL SIZES REPORTED THAT POLICE WILL BE AFFECTED.

CORONAVIRUS WILL HAVE A STAGGERING IMPACT ON ALL MUNICIPAL EMPLOYMENT.

THERE WILL BE FURLOUGHS

26% OF MUNICIPALITIES <50,000 will have to furlough their employees

55% OF MUNICIPALITIES 50K-199,999 will have to furlough their employees

54% OF MUNICIPALITIES 200K-499,999 will have to furlough their employees

59% OF MUNICIPALITIES 500,000+ will have to furlough their employees

AND THERE WILL BE LAYOFFS

26% OF MUNICIPALITIES <50,000 will have to lay off their employees

36% OF MUNICIPALITIES 50K-199,999 will have to lay off their employees

39% OF MUNICIPALITIES 200K-499,999 will have to lay off their employees

47% OF MUNICIPALITIES 500,000+ will have to lay off their employees

Methodology: Data are drawn from a survey of 3,463 cities, towns and villages conducted by NLC and USCNY from April 1–April 7, 2020 on the immediate and longer-term fiscal impacts of coronavirus. 21% of the responding cities are under 50,000 population, 18% are between 50,000 and 99,999, 56 are between 200,000 and 499,999, and 35 have a population of 500,000 and above, a group that includes 19 of the nation's 20 largest cities. These cities represent 57% of the nation's municipal finance system and 10% of its municipal governments. Their population totals 93,015,252, which is 28% of the total U.S. population.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/21/2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Authorization to Cover 1st Dollar Medical Costs For COVID-19 Treatment for Employees Covered on the City's Health Insurance Plan</p>	<p>ITEM NUMBER</p> <p><i>6.7.</i></p>

UnitedHealthcare, the third-party administrator that processes our employee health plan, required a decision from us by April 8th as to whether we wanted to cover treatment for COVID-19 with no employee cost sharing for employees. We were given two options to select from:

1. Waive member cost share for in and out of network inpatient treatment-related medical expenses and covered services associated with COVID-19 through 5/31/2020 (may be extended based on need).
2. Treatment for COVID-19 will follow standard plan provisions so the applicable deductible, coinsurance and copays will apply.

UnitedHealthcare has waived member costs for all of their fully-insured health plans. As the City of Franklin is a self-insurance plan, we are able to make an independent selection.

Staff has recommended option 1 above with no employee cost sharing for COVID-19 treatment. This selection has been conveyed to UnitedHealthcare and will stay in effect unless the Common Council decides to change this direction.

Maximum out-of-pocket expenses for an employee or a dependent on our plan are \$4500/year. The fiscal impact of this authorization request would be a maximum of \$4500 per participant needing COVID-19 treatment. (To date there have been no expenses submitted due to COVID-19.)

A large percentage of our employees are not covered by the Families First Coronavirus Response Act as we elected to exclude our First Responders. In addition, many of our employees have been exposed to outside hazards during the recent election, etc. Employees that may contract COVID-19 will have a hard time proving the illness as work related. Our workers compensation carrier has indicated that they will deny claims as work related unless an employee can show that they had a lengthy work-related exposure to someone that tested positive. As such, it is felt that the City should not penalize employees who have diligently reported to work by having to pay the \$4500 out-of-pocket costs.

COUNCIL ACTION REQUESTED

Motion to Authorize Coverage of 1st Dollar Medical Costs For COVID-19 Treatment for Employees Covered on the City's Health Insurance Plan.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 21, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF KNOLLWOOD LEGACY APARTMENTS	ITEM NO. <i>G.8.</i>

BACKGROUND

Pursuant to the approval of the Knollwood Legacy Apartments project, the developer, WAB Holdings KWL LLC. is ready to proceed with the development. The development is called Knollwood Legacy Apartments and it is necessary to enter into a development agreement at an estimated cost of \$233,995.57.

ANALYSIS

Ordinance No. 2019-2392 amended 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.

This project includes 40 apartments, with public improvements including sidewalks and utility work.

Approval of this development agreement is required.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2020- _____ a resolution authorizing certain officials to execute a development agreement with the developer of Knollwood Legacy Apartments upon review and acceptance by City Attorney.

Department of Engineering GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF KNOLLWOOD LEGACY APARTMENTS

WHEREAS, the Common Council at its regular meeting on October 15, 2019, adopted Ordinance No. 2019-2392 amending 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, it is in the best interest of the City of Franklin to provide an orderly planned development known as Knollwood Legacy Apartments; and

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

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

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2020 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

KNOLLWOOD LEGACY APARTMENTS

April 2020

**DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2020, by and between WAB Holdings KWL LLC, a [limited liability corporation], hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, the Developer having applied to the City for a development of 40 apartment units, and the approval[s] thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: and

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes

of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Two Hundred Thirty-Three Thousand, Nine Hundred Ninety-Five and Fifty-Seven/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$233,995.57 representing the estimated costs for the Public Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address

indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

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

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (f) Fee title to all of the Public Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without

recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Public Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Public Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Public Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Public Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Public Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any public improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;

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

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

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

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

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

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

to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

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

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

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this ____ day of _____, 2020, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2020.

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS

LEGAL DESCRIPTION
OF DEVELOPMENT

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

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

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

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

1. Erosion control within the Development in conformance with the approved grading plan. *S
2. Laterals and appurtenances from sanitary sewer main to each lot line; one for each building as determined by the City. *S
3. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
4. Laterals and appurtenances from water main to the street line; one for each building, as determined by the City Engineer together with curb stop as specified by the City. *S
5. Hydrants and appurtenances provided and spaced to adequately service *S

the area and as the City shall require.

6. Concrete public sidewalks in the right-of way on Scepter Dr. to the approved grade and in accordance with the approved plan *S
7. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
8. Engineering, planning and administration services as approved. *S
9. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
10. Street signage in such locations and such size and design as determined by the City. *C
11. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II.

III. WATER SYSTEM

A. Availability

- 1. Each and every building in the Development shall be served by a water main.
- 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
- 3. Laterals shall be laid to each and every building. Size shall be approved by the City Engineer.
- 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

- 1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every building.
3. The Developer shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

VIII. PERMITS ISSUED

A. Building Permits

1. No occupancy permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) All Development monuments have been set.

B. Occupancy Permits

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

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR KNOLLWOOD LEGACY APARTMENTS

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	8,000.00
Sanitary System	
Water System	66,381.00
Storm Sewer System	
Public sidewalks	38,710.00
Street Trees (0x \$400/lot)	\$4,000.00
Street Lights (0) @ approximately \$5,000/ea.	-----
Street Signs	200.00
Underground Electric, Gas and Telephone	
Bio-filtration Basin	67,000.00
SUBTOTAL	184,091.00
Engineering/Consulting Services	
Municipal Services (7% of Subtotal)	12,886.37
Contingency Fund (20% of Subtotal)	36,818.20
TOTAL:	233,995.57

Total: Two Hundred Thirty-Three Thousand, Nine Hundred Ninety-Five and Fifty-Seven/100 Dollars.

APPROVED BY: _____ Date: _____

Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Developer has submitted for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
7. The Developer shall install an 8-inch diameter water main in the right of way from the existing water main located at S. Scepter Dr. of the Development.

8. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
9. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any occupancy permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from S. Scepter Drive.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
KNOLLWOOD LEGACY APARTMENTS

CONSTRUCTION SPECIFICATIONS

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

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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2020
REPORTS & RECOMMENDATIONS	REQUEST TO PAY FOR STORM WATER REVIEWS RELATED TO A PRIVATE DRAINAGE ISSUE AT 9611 S 58TH ST (KRONES, INC.) TAX KEY 899-9990-062	ITEM NUMBER G.9.

BACKGROUND

Recently, Krones, Inc. completed development and construction of a product demonstration and training facility on their property located at 9611 S. 58th Street. The project involved a storm water control facility with overflow to a natural drainage way to the west. The storm water system is in full compliance with all City, State and federal requirements. As most storm water ponds are designed, this system does increase the total volume of water by limiting the flow rate for an extended period of time. This modification to the drainage patterns has been a continuous concern to the neighbors (9550 S. 60th Street and 9610 S. 60th Street).

Because of the many neighbor complaints, Staff has had multiple conversations with Krones and the affected neighbors concerning this private property to private property drainage issue. Staff has suggested some solutions on the neighboring properties, but no one has been willing to implement those solutions. To further complicate the issue, it appears that some grading to the north has occurred that is prohibiting open drainage as may have been historically available. Krones suggested a solution that would redirect the storm water pond outlet east directly to a public stormwater system in S. 58th Street. Staff was willing to entertain the concept and Krones had their consultant provide a survey and design. As with any stormwater design, the applicant's engineer submitted to one of the two stormwater consultants used by the City. After a few iterations, Krone's plan was approved.

Upon receipt of the invoices for the storm water reviews by the City's consultant, Krones is requesting that they not pay for the reviews. The City's consultant has been paid by the City and invoices to Krones do include some late fees. It is expected that the total of all reviews will be less than \$3,000. Note that some invoices are still forthcoming so this total is an estimate.

On April 14, 2020, the Board of Public Works discussed this issue and made a recommendation to Common Council that the City should "cover the cost of these invoices on a non-precedent setting basis." The Board discussed how Krones is spending approximately \$60k of their money to provide a solution. The Board also noted that Krones has a functioning stormwater system and fully complaint with all Federal, State, and local rules and regulations.

OPTIONS

- A. Rescind current and future invoices to Krones related to the review of the redesign of the storm water system; or
- B. Continue collections on current and future invoices to Krones related to the redesign of the storm water system;
- or
- C. Refer back to Staff with additional direction.

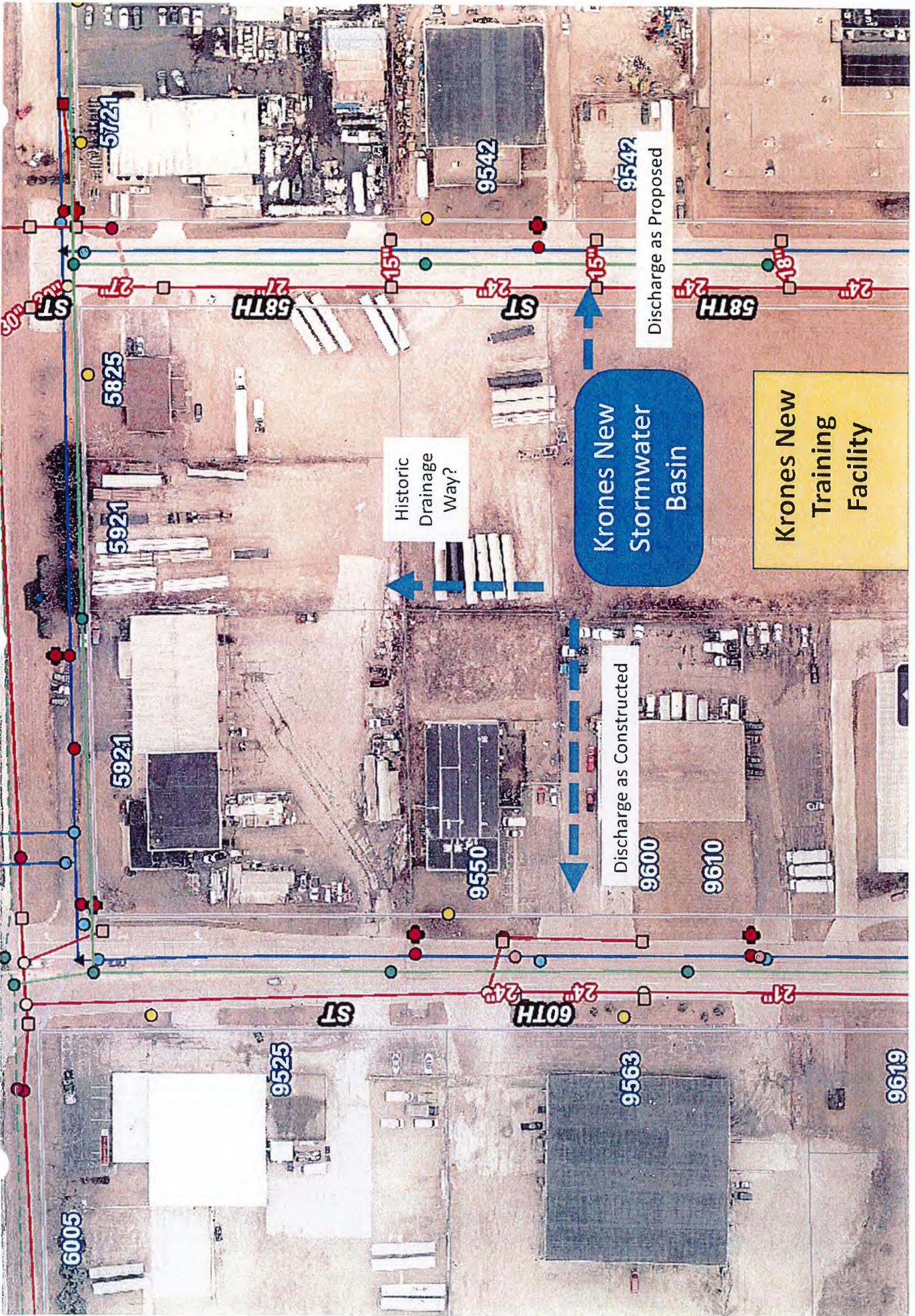
FISCAL NOTE

The 2020 budget includes \$315,000 for expenditures to consultants who perform various tasks for developments that are billed to the developers. Approval of this request would be direction to Staff to not seek reimbursement.

COUNCIL ACTION REQUESTED

Option A, B, or C per the Common Council's direction.

Engineering: GEM



Krones New Stormwater Basin

Krones New Training Facility

Discharge as Proposed

Discharge as Constructed

Historic Drainage Way?

5721

9542

9547

5825

5921

5921

9550

9600

9610

6005

9525

9563

9619

ST

HT8TH

ST

HT8TH

ST

60TH

27"

24"

24"

27"

15"

27"

15"

24"

18"

24"

<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;">4/21/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Purchase of twenty-nine (29) replacement chairs from Building Services, Inc. (BSI) for \$9,425.00</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6,10.</i></p>

The adopted 2020 Municipal Buildings Furniture/Fixtures Capital Outlay Budget (41.0181.5812) has \$9,500 for replacement chairs in the lower level Conference Room and Hearing Room (*the original 2020 budget request of \$18,000 included funding for 56 replacement chairs in the above rooms and the Aldermen's and Lobby Conference Rooms*).

Staff reviewed several chair styles from various vendors and compared comfort, style, ergonomics, durability, cleanability, warranty and cost.

Based on our review, staff is recommending that the City purchase the SitOnIt "Focus" high-back/mesh back chair at a cost of \$325.00/chair. The "Focus" chair also features swivel/tilt control, height adjustable arms, and a back-support feature.

A sample of the selected chair (only mesh chair in the room) will be on display in the Council Chambers at the center staff table.

Bob Tesch has worked with BSI on several previous chair purchases and has had positive experience with them regarding delivery, service, and pricing. Staff recommends approval. Payment is upon delivery and includes shipping. As with previous chair purchases, the chairs will be unboxed and set-up by staff.

Looking forward to the 2021 budget, staff will request an additional amount of approximately \$8,500 to fund and complete the replacement of chairs in the Aldermen's Room, Lobby Conference Room, and Council Chambers staff table chairs.

COUNCIL ACTION REQUESTED

Motion to authorize the Operations Supervisor to execute a quotation and purchase order with Building Services, Inc. (BSI) for a purchase of twenty-nine (29) SitOnIt "Focus" 5623TB1.A152 high-back mesh chairs, for \$9,425.00 and to authorize release of the check.



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April 13, 2020

Project #113099

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
Attn: Bob Tesch

Proposal for: **Conference Room Seating**

****FURNISHINGS PROPOSAL****

BSI is pleased to submit this proposal to furnish materials required to perform all work in accordance with the following attachment

Attachment #1 – Description of Work

Project Total: \$9,425.00

Tariffs & Surcharges: *As you are aware, the U.S. government has begun to enact a two tier tariff process from 10% to 25% on many imported products and raw material. If a tariff or surcharge affects this proposal prior to ordering of product from our manufacturers, BSI will notify you of the increase due. You will have the option of cancelling the contract at that time.*

Terms of Payment

- All invoices due within 30 days of receipt. 2.5% interest will be charged on all delinquent payments.
- No payment shall be withheld on any invoice because of partial delivery of the entire order
- BSI limits credit card transactions to \$1000.00 per contract, all transactions will be assessed a 4% processing fee

This proposal is subject to written acceptance within (30) days of its date.
The terms on the attached are expressly made a part of this agreement

Accepted by _____ Date _____

Signature _____

Title _____

Presented by _____ Date _____

Mike Kehoe _____ *4/13/20*

Mike Kehoe
Account Executive
BSI (Building Service Inc.)

All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.

BSI (Building Service Inc) Date _____

Title _____



CITY OF FRANKLIN CONFERENCE CHAIR OPTIONS

4/13/2020

BSI Account Representative.

Mike Kehoe

mkehoe@buildinservice.com

2629556246



Building Service, Inc.
W222 N630 Cheaney Rd.
Waukesha, WI 53186

Line #



				<u>Sell \$</u>	<u>Ext Sell \$</u>
5623TB1.A152	Focus, Highback, Mesh Back, Swivel Tilt Cntrl, A152 Height Adj Arms, Sport Edition	QTY	29	\$325.00	\$9,425.00
Mesh Back Colors	MC1		Black Mesh		
Fabric or Leather Upholstery Selection	FABRIC		Fabric Grade Selections		
3 Fire Std Option for Fabric Selection	~		No Selection		
Fabric Grade Selections	FG1		Fabric Grade 1		
Fabric Grade 1 Selections	DASH		Dash Color Selection		
Dash Color Selections	MIDNIGHT		Dash Midnight		
Back Support Color Option	Z1		Black Back Support		
Cylinder Height Option	S0		Standard Cylinder		
Base Option Selection	~		Std Black Base		
Caster Selection	C15		55mm Caster, Std		
Adjustable Lumbar Support Option	~		No Adjustable Lumbar Support		
Packaging Options	~		Std Packaging		
Subtotal:				\$9,425.00	
Grand Total:				\$9,425.00	



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Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

Warranty

- All work is warranted by BSI (Building Service, Inc) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest) No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale

Delays

- If delivery cannot be made as scheduled (due to non-BSI related conditions) buyer will pay any applicable warehousing and redelivery charges The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms

Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein In addition, supply without cost, necessary light, heat, power, elevator service and a safe environment for BSI and its associates BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site
- The site shall be clean, clear and free of debris prior to commencement of work Adequate facilities for off-loading, staging, moving and handling shall be provided
- After arrival at site, any loss or damages by weather, fire or other elements, other trades, or buyers' personnel, shall be the responsibility of the buyer On drop shipments not installed by BSI, client is responsible to receive, unload, inspect, deliver and install the product. Client must notify BSI, in writing, of any claim for damages to goods within 2 days of drop ship delivery, to be eligible for filing a freight claim In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI

Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed, or other suitable arrangements are not made, this contract shall then terminate, and BSI shall then be paid for the work performed by it up to the time of the termination of its performance BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard

Changes

- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

Prime Contractor

- Where BSI is Prime Construction Contractor the following notice is hereby given in accordance with Sec. 779.02(2) of the Statutes of the State of Wisconsin, to wit:

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BSI HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BSI, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID "



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2020
REPORTS & RECOMMENDATIONS	A RESOLUTION TO SIGN A TEMPORARY GRADING EASEMENT FOR 8003 S. 68TH STREET (TAX KEY 804-9991-002) FOR WORK ON THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT	ITEM NUMBER <i>6.11.</i>

BACKGROUND

At the January 7, 2020, Common Council meeting, Wanasak Corporation was awarded the S. 68th Street Vertical Alignment Improvements Project for \$298,430.00.

ANALYSIS

It is desirable to obtain a temporary grading easement from one property at 8003 S. 68th Street. Staff has discussed the options with the property owner and although keeping the work within the right-of-way is possible, they would prefer that the driveway be extended to a flatter slope. Staff is willing to extend the driveway and the impact was already considered in the bid.

Common Council should note that to accommodate the school year, it was anticipated that the project would start construction on or after June 15, 2020. Wanasak has requested that they be allowed to start early. With the COVID19 issues, Staff has verified that the Franklin Public Schools has no issue with the altered schedule and Wanasak's asphalt subcontractor, Stark Paving, is coincidentally the selected contractor to perform the 2020 Road Program. It is anticipated that the entire section of S. 68th Street could be paved by Stark in one pass.

Staff will also be asking Common Council to authorize Wanasak a change order to provide additional work outside of their construction limits.

OPTIONS

- A. Accept a Temporary Grading Easement for 8003 S. 68th street; or
- B. Refer back to Staff with additional direction.

FISCAL NOTE

No impact to budgets. The quantities included in the bid considered the additional work beyond the right of way line.

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2020-_____ a resolution to sign a Temporary Grading Easement for 8003 S. 68th Street (Tax Key 804-9991-002) for work on the S. 68th Street Vertical Alignment Improvements Project.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO 2020 - _____

RESOLUTION TO SIGN A TEMPORARY GRADING EASEMENT
FOR 8003 S. 68TH STREET (TAX KEY 804-9991-002)
FOR WORK ON THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS
PROJECT

WHEREAS, the City of Franklin is constructing a road project on S 68th Street to improve vertical alignments; and

WHEREAS, lowering a vertical crown in a road will affect the slopes of any driveway connecting to that section of roadway; and

WHEREAS, the project on S. 68th Street will affect a driveway for 8003 S. 68th Street and the resulting slope may be lessened if the reconstruction were extended beyond the right-of-way onto private property; and

WHEREAS, the property owners at 8003 S. 68th Street are granting the City and its contractor permission to enter private property for the purposes of making the necessary improvements.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

TEMPORARY GRADING EASEMENT

Charles F. and Julie A. Surrett
8003 S 68th Street Franklin WI, 53132
804 9991 002

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Charles F. and Julie A. Surrett as Owners (including successors and assigns of above Owners as may be or may become applicable), hereinafter called "Grantor", (if more than one Grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such as Grantors)

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the property), and

WHEREAS, City of Franklin desires the right to perform temporary grading per the approved plan as shown on the plan attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the grant of the easement hereinafter described, the grading within the described easement, and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City temporary grading easement, more particularly described on Exhibit "A" attached hereto (the "Easement area").

- 1 That said easement used only for grading purposes and driveway construction
- 2 Removal of zero (0) trees as marked
- 3 That the length of term of this easement shall expire 10/1/2020.
- 4 That no structures shall be placed within the limits of this easement
- 5 That City of Franklin shall be responsible for landscaping within the easement area
Landscaping shall consist of establishing and maintaining a residential quality grass cover through the term of this easement

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF Apr 1, 2020

Charles F & Julie A Surret
Company Name

By [Signature]
By [Signature]

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the 2nd day of Apr 1, A D 2020 the
above named Charles Surret Julie Surret

President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



[Signature]
Notary Public
My commission expires 06/23/2023

CITY OF FRANKLIN

By _____
Stephen R Olson Mayor

By _____
Sandra L Wesolowski, City Clerk

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20____, before me personally appeared Stephen R Olson and Sandra L Wesolowski, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No _____, adopted by its Common Council on _____, 20____

Notary Public, Milwaukee County Wisconsin
My commission expires _____

Exhibit A

Temporary Grading Easement

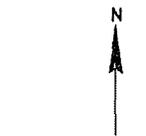
NOTE
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED
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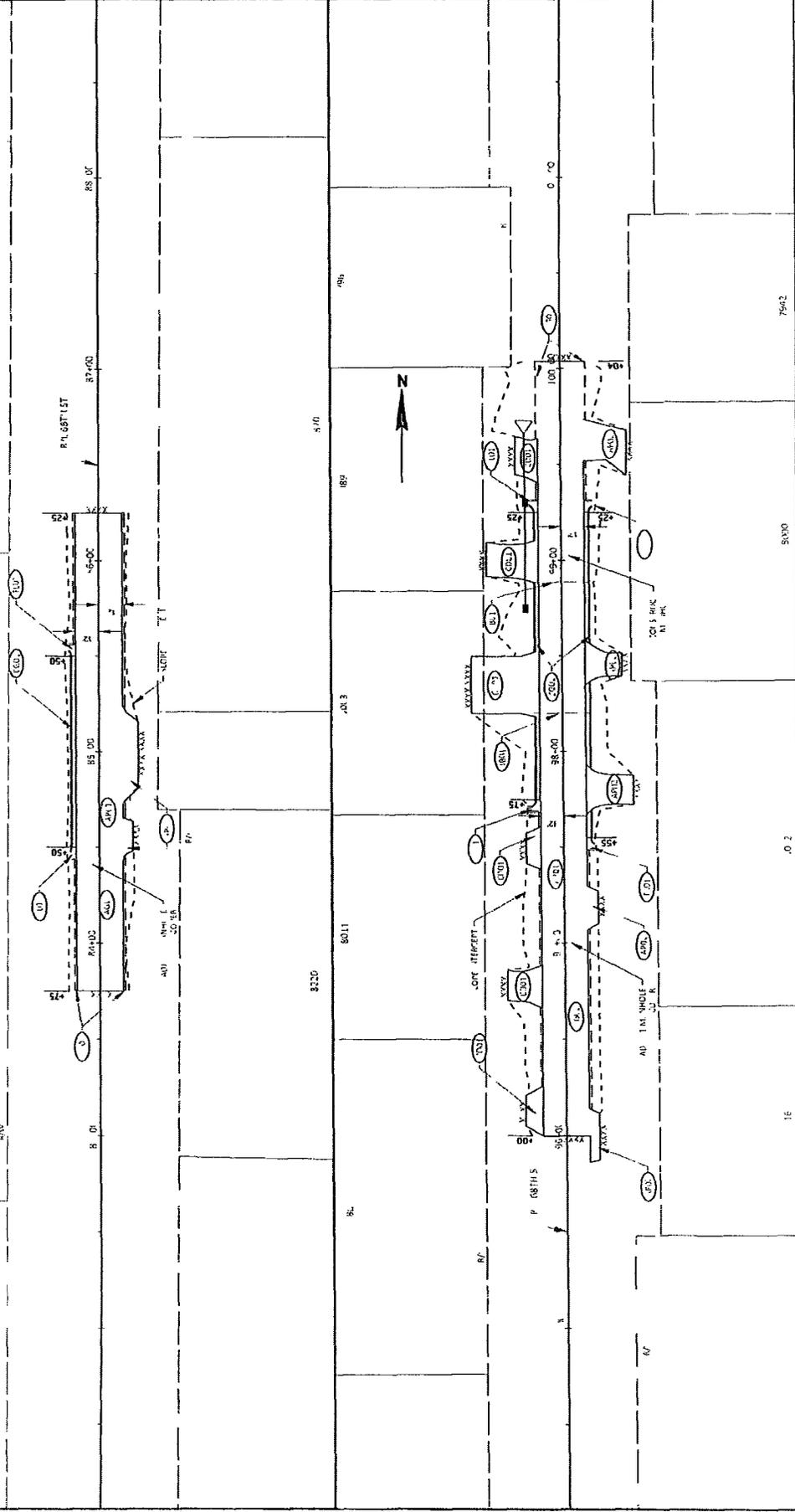
LEGEND

- (A) ASPHALT DRIVEWAY
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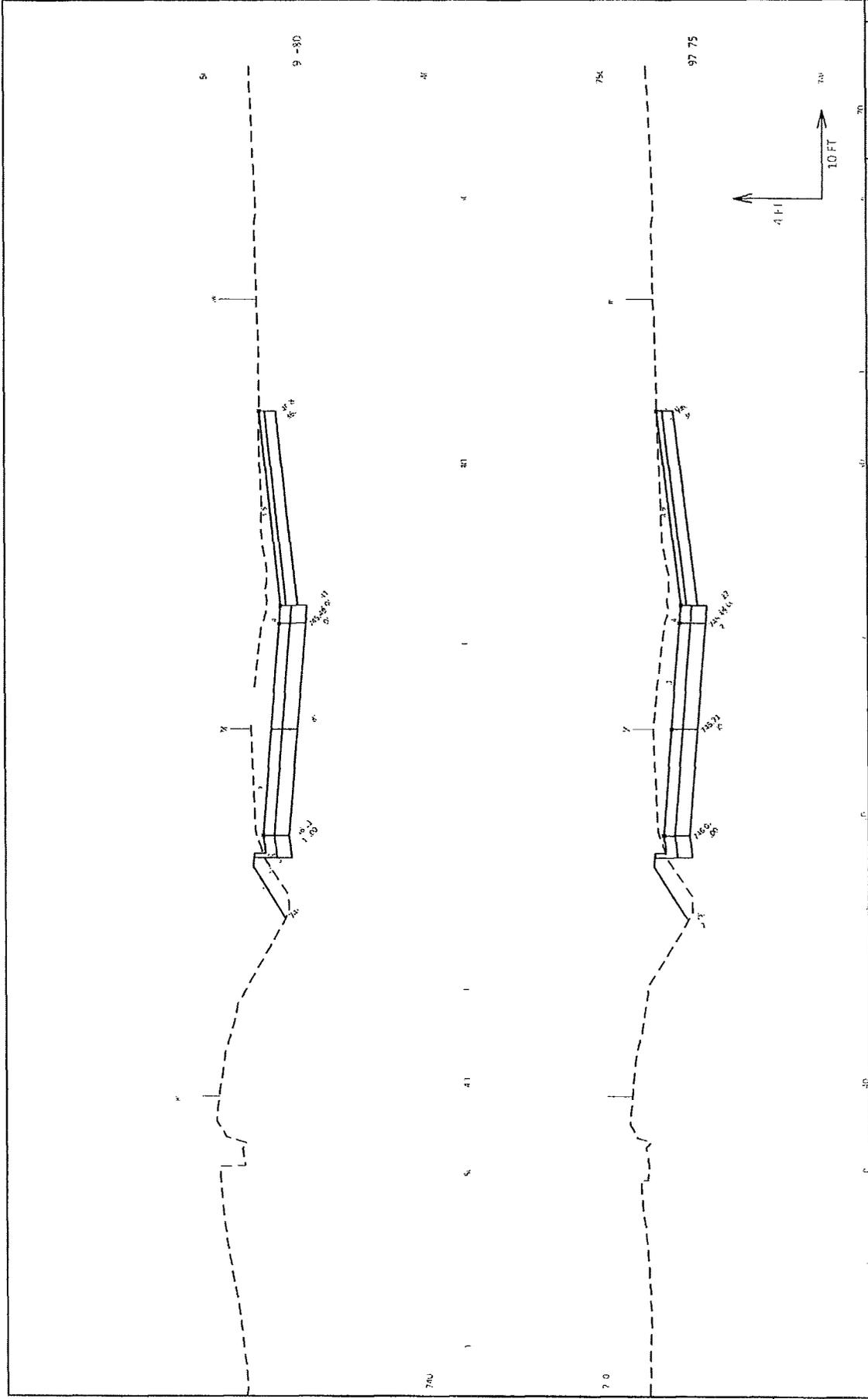
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PROJECT NO 2030 1	HWY 65TH ST	1E	8011	8012	8013	8014	8015	8016	8017	8018	8019	8020	8021	8022	8023	8024	8025	8026	8027	8028	8029	8030	8031	8032	8033	8034	8035	8036	8037	8038	8039	8040	8041	8042	8043	8044	8045	8046	8047	8048	8049	8050	8051	8052	8053	8054	8055	8056	8057	8058	8059	8060	8061	8062	8063	8064	8065	8066	8067	8068	8069	8070	8071	8072	8073	8074	8075	8076	8077	8078	8079	8080	8081	8082	8083	8084	8085	8086	8087	8088	8089	8090	8091	8092	8093	8094	8095	8096	8097	8098	8099	8100
COUNTY MILWAUKEE										PLAN DETAILS										SHEET																																																																								

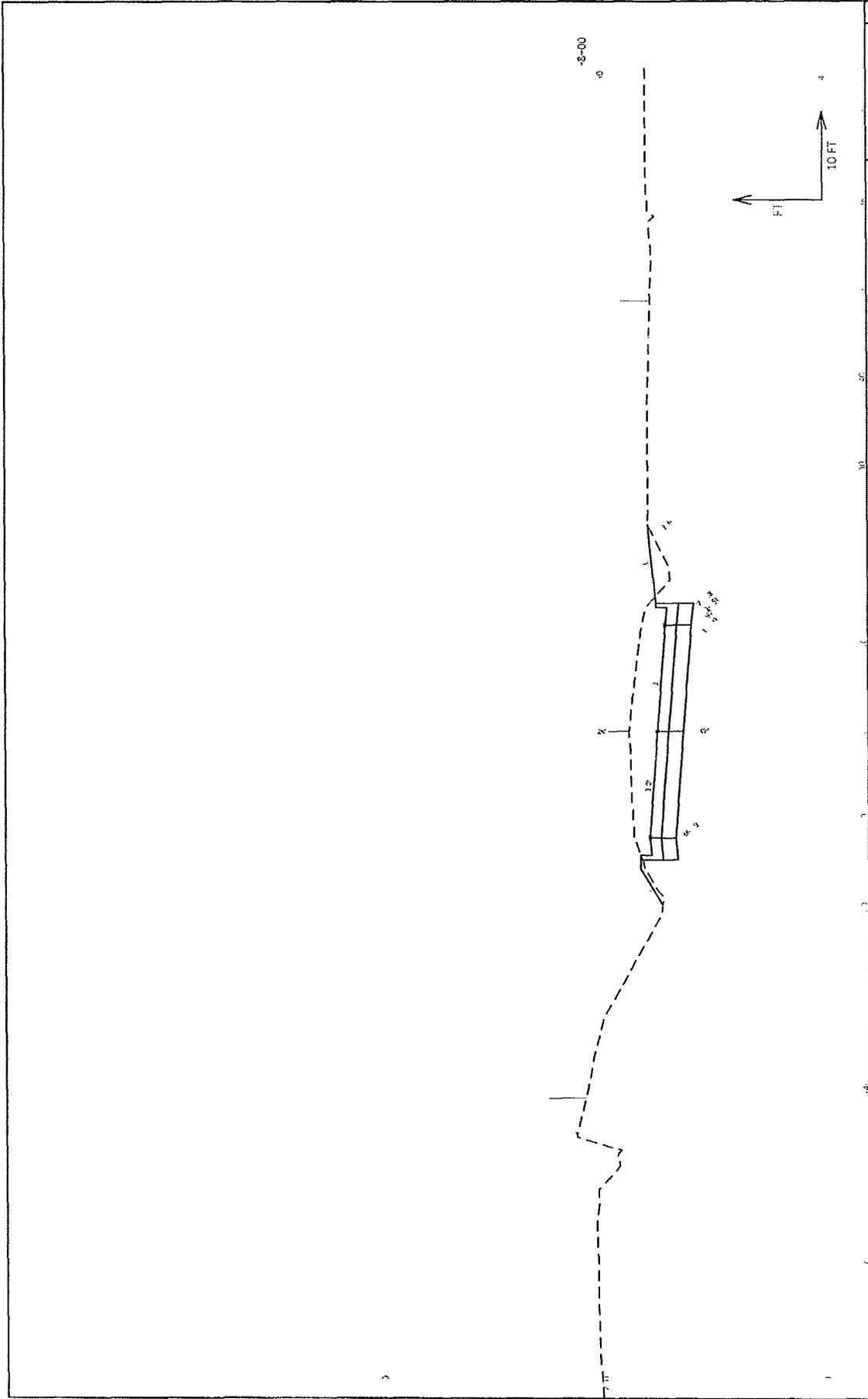


97-80
97-75
10 FT
4 FT

PROJ CT NO 7020-1
TWP 68TH ST
COUNTY WILVAUKEE
CROSS SECTIONS 68TH STREET
SHEET 45

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SHEET 4

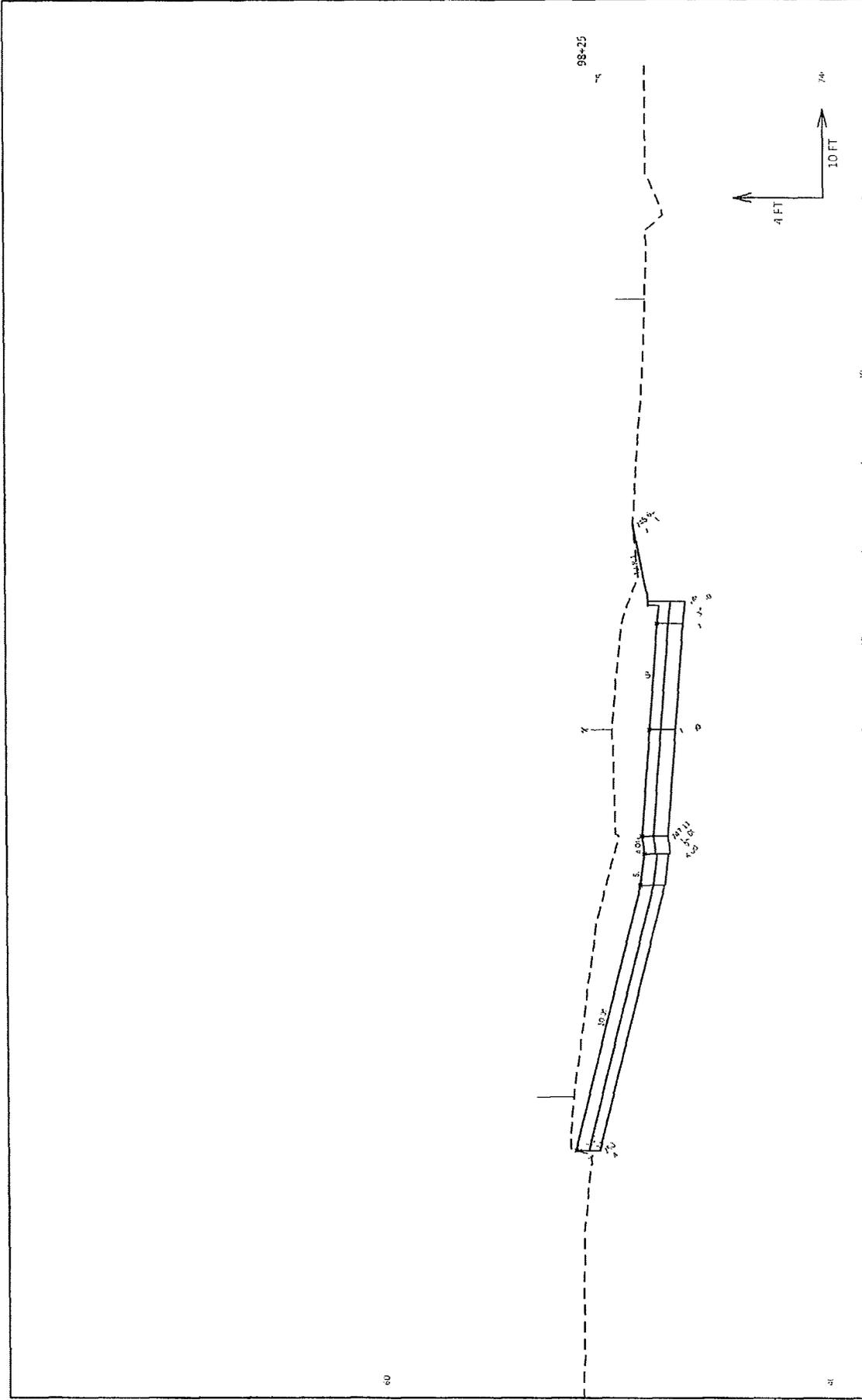
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COUNTY MILWAUKEE

HWY 8TH ST

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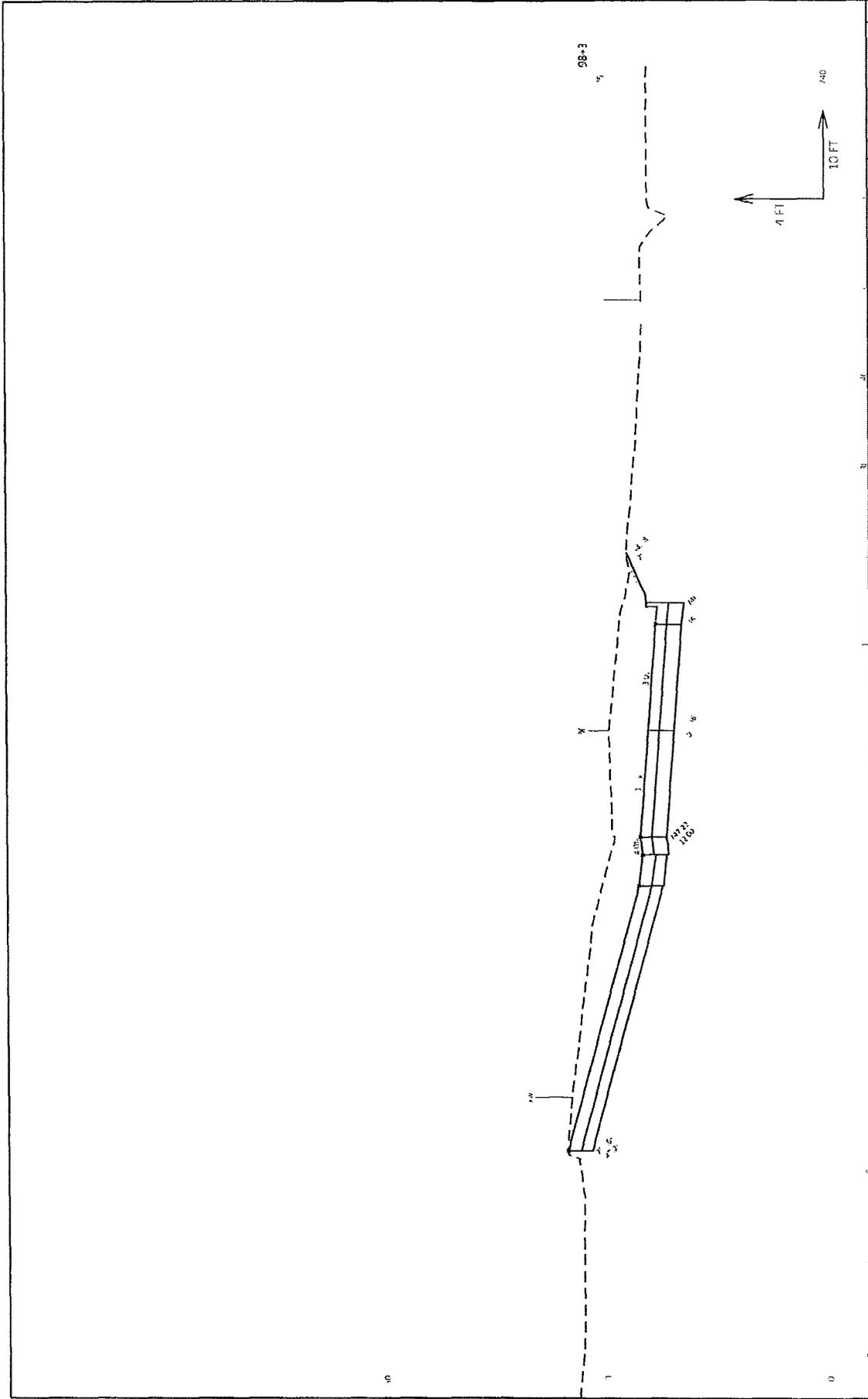
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PRD. CTNO 30

1 W 68TH ST

COUNTY MILWAUKEE

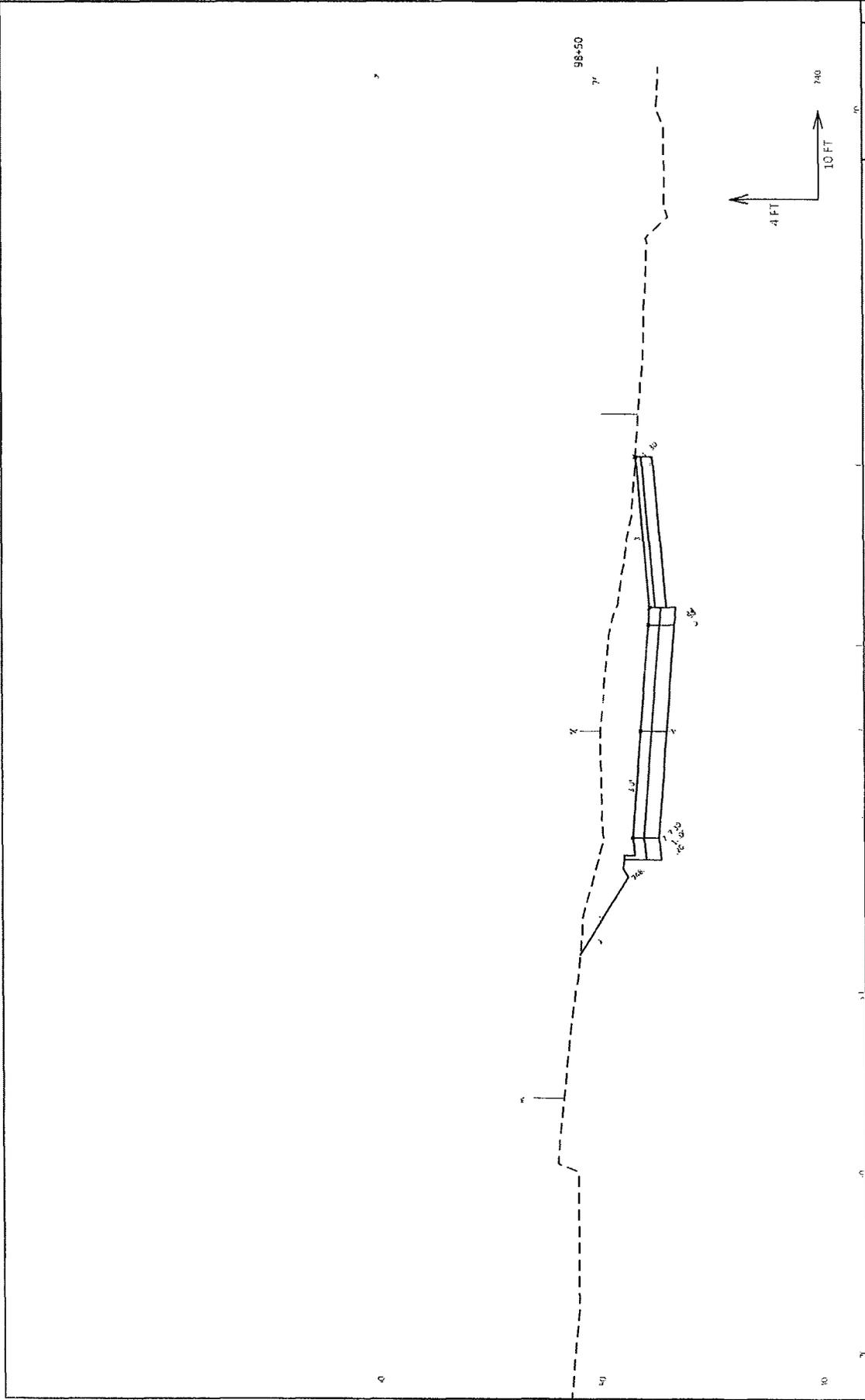
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PROJECT NO. 0201 COUNTY MILWAUKEE CROSS SECTIONS 68TH STREET H.W. 48TH ST. S.I. ET. 48 E

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9

E

SHEET 49

CROSS SECTIONS 58TH STREET

COUNTY MILWAUKEE

HWY 68TH ST

PROJECT NO 1

9

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2020
REPORTS AND RECOMMENDATIONS	GRANT GAS AND ELECTRIC EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY FOR CITY-OWNED PARCEL AT 3548 W. COUNTY LINE ROAD AND W. DREXEL AVENUE (PARCEL 979-9999-000)	ITEM NUMBER 6.12.

BACKGROUND

The City is installing a sewage pumping station at the Franklin Corporate Park that will require electric and gas service. Wisconsin Electric Power Company is requesting an easement for the installation of the services.

FISCAL NOTE

There is no fiscal impact for this easement.

ANALYSIS

This is appropriate and needed for the construction of the sewage pumping station.

OPTIONS

- A. Authorize Staff to execute the enclosed easement.
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Options A) Direct Staff to grant gas and electric easement to Wisconsin Electric Power Company for City-owned parcel at 3548 W. County Line Road and W. Drexel Avenue (PARCEL 979-9999-000).

Engineering: GEM

Glen Morrow

From: Mallas, Paul W <Paul.Mallas@we-energies.com>
Sent: Monday, April 13, 2020 8:44 AM
To: Ronnie Asuncion; Glen Morrow
Subject: Work Request #'s 4491653 & 4490496 - Easement for Utility Facilities - 3548 W County Line Road - C/Franklin
Attachments: PSCW Brochure Elec & Gas.pdf, Distribution Easement-4490496-4491653-C-of-Franklin-texa.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Glen and Ronnie,

In order to install the requested utility facilities at **3548 W. County Line Road, City of Franklin**, we will need to obtain easement rights prior to installation. Attached please find a copy of the easement that is to be signed and notarized in black ink. I've attached the sketch, marked-up as a temporary exhibit 'A', as I await the survey-drawn exhibit. Please return the signed easement to my attention at the address below. Upon receiving the signed easement, I will have it recorded with the Office of the Register of Deeds. To expedite your service a scanned copy may be emailed in the interim.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

For your safety, we will have Diggers Hotline locate underground utilities including natural gas, electric, telephone, cable television, sewer and water. We also need your help to make sure we don't damage any of your privately maintained facilities. To avoid damage to your facilities – such as an underground sprinkler system, electric, propane, sewer and sump pump lines, well, septic system, yard lighting, etc. – please notify us of their location. It is very important that we are aware of these facilities. We Energies and/or its agents are not responsible for damage to your facilities that we are not aware of before our work begins.

If you have any questions, please call me at 414-423-5015 or email Paul.Mallas@we-energies.com and reference the work request below. We appreciate your prompt attention to this matter.

Work Request: 4491653 & 4490496

Paul Mallas
Right of Way Agent
We Energies
4800 W. Rawson Avenue - OBSC
Franklin, WI 53132
office: (414)423-5015
mobile: (414)640-2811
email: paul.mallas@we-energies.com

**DISTRIBUTION EASEMENT
ELECTRIC AND GAS**

Document Number

WR NO **4490496 & 4491653** IO NO **14069 & SN202500**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF FRANKLIN**, a Wisconsin Municipal Corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area"

The easement area is described as strips of land varying in width being a part of the Grantor's premises, more particularly described in that certain **Warranty Deed**, as recorded in the office of the Register of Deeds for Milwaukee County on March 23rd, 2020, as **Document No. 10962543**, also being a part of the **Southwest ¼ of Section 36, Township 5 North, Range 21 East**, City of Franklin, Milwaukee County, Wisconsin

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document

RETURN TO
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

979-9999-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto

8. **Easement Review** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period

Grantor:

CITY OF FRANKLIN, a Wisconsin Municipal Corporation

By _____

STEPHEN R. OLSON, MAYOR

By _____

SANDRA L. WESOLOWSKI, CITY CLERK

Acknowledged before me in Milwaukee County, State of Wisconsin, on _____, 2020,

By STEPHEN R. OLSON, the MAYOR, and by SANDRA L. WESOLOWSKI, the CITY CLERK, of the CITY OF

FRANKLIN, for the municipal corporation, by its authority, and pursuant to Resolution File No _____

adopted by its _____ on _____, 2020

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Paul Mallas on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046



3 of 4

Temporary Exhibit A

3548 W. County Line Road
Franklin, WI
Southwest 1/4 of Section
36, Township 5 North,
Range 21 East

Proposed 15-foot
wide easement area

BUILDINGS
TO BE
DEMOLISHED

WETLAND
BY SLURRY
OCTOBER
(TYP)

WETLANDS

SHEET 2

4494495



TRENCH 142'
30 TO 40'

ASPH

235' BORE
20 TO 30'

65'

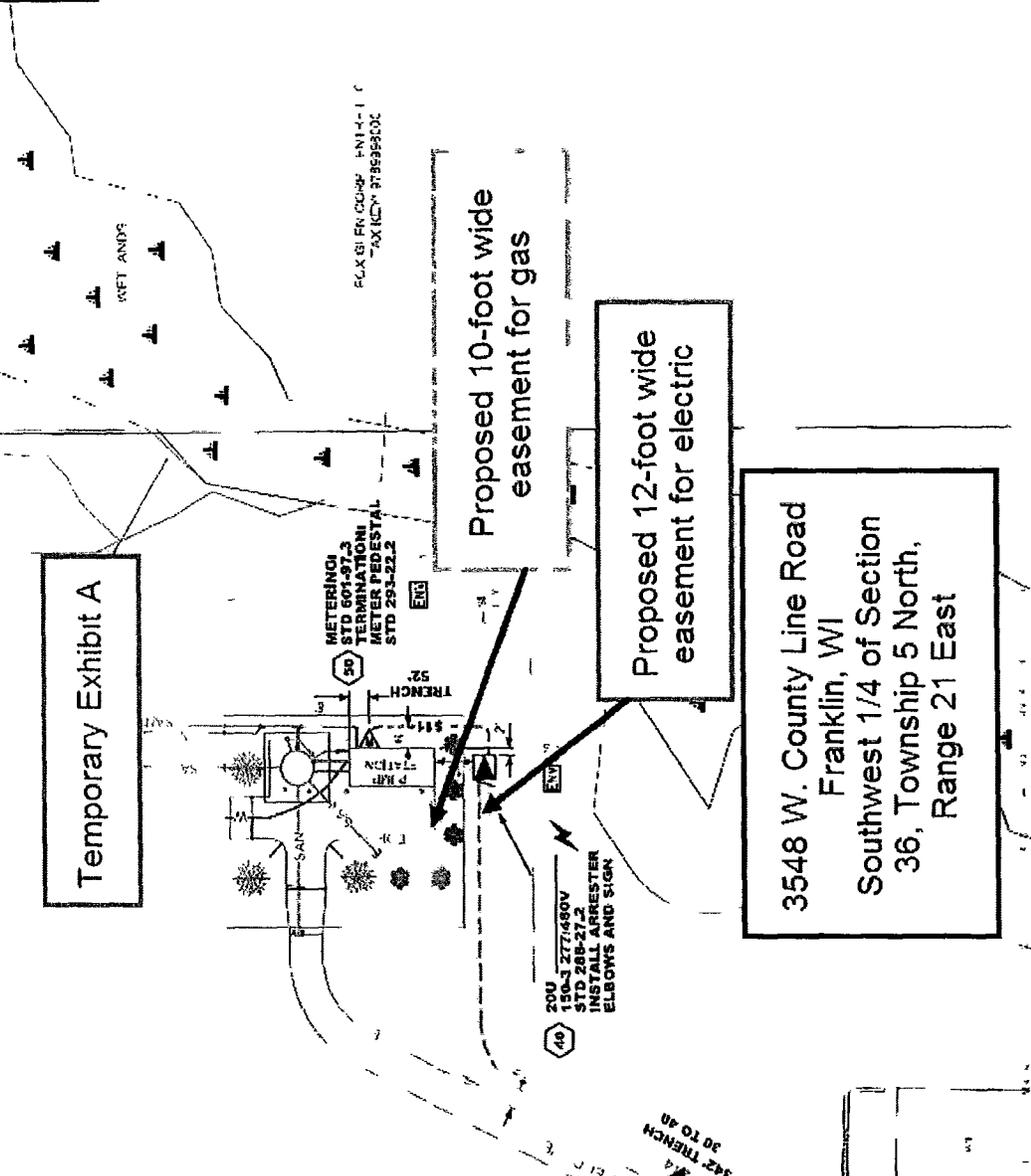
25'

SHEET 4

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2
L I N
4



Temporary Exhibit A

Proposed 10-foot wide easement for gas

Proposed 12-foot wide easement for electric

3548 W. County Line Road
Franklin, WI
Southwest 1/4 of Section
36, Township 5 North,
Range 21 East

Proposed 15-foot wide easement area for gas and electric

44804956

MANUFACTURE #:	
KVA:	150
VOLTAGE:	277/480
LOCATION ID:	
PHASE:	3PH
FLUID TYPE:	
DESCRIPTION:	
SERIAL #:	
MATERIAL #:	
DATE ENERGIZED:	Y_N
DATE DEENERGIZED:	Y_N
DATE SWITCHED BY:	DATE/TIME

SHEET 3

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 21, 2020
Reports & Recommendations	REQUEST TO BID DEMOLITION OF ABANDONED HOME AT 3548 W. COUNTY LINE ROAD (TAX ID 979-9999-000)	ITEM NO. <i>G.13.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

The City has completed a partial purchase of a property 3548 W. County Line Road (Tax ID 979-9999-000). The portion that the City purchased has an abandoned home that needs demolished and staff has previously included this cost in TID4 to the Common Council.

ANALYSIS

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000. Staff recommends that this authorization be considered and given at the earliest opportunity.

OPTIONS

- A. Authorize Staff to solicit for demolition of abandoned home on W. County Line Road. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4 and the 2020 Budget includes an \$11 million projects appropriation which provides for this project. To be eligible for inclusion in TID 4 projects, and meet the statutory expenditure period ending June 21, 2020, the project must be contracted by that date.

RECOMMENDATION

(Option A) Authorize Staff to solicit bids for the demolition of abandoned home at 3548 W. County Line Road (TAX ID 979-9999-000).

Engineering Department: GEM

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2020
REPORTS & RECOMMENDATIONS	NOTICE TO WAIVE LATE FEES AND MAKE OTHER CONCESSIONS FOR THE WATER AND FRANKLIN SEWER UTILITIES IN ACCORDANCE WITH WISCONSIN GOVERNOR TONY EVERS' EMERGENCY ORDER #11- "PUBLIC SERVICE COMMISSION ADMINISTRATION RULES SUSPENSIONS"	ITEM NUMBER <i>G.14.</i>

BACKGROUND

The Coronavirus disease (COVID-19) Pandemic has caused disruption and altered a multitude of normal operations this year. On March 22, 2020, Wisconsin Governor Tony Evers issued Emergency Order #11- "Public Service Commission (PSC) Administration Rules Suspensions." This order suspended portions of Wisconsin Administrative Code chapters PSC 113, 134, and 185, that included:

- Authorize public utilities to waive late fees.
- Temporarily suspend disconnections, other than those needed for safety reasons.
- Enable customers who are unable to make a cash deposit to obtain residential service.
- Ensure that deferred payment agreements are available not only to residential customers but also commercial, farm, and industrial customers.
- Streamline the process for customers to apply for utility service.

ANALYSIS

Executive Order #11 affected Franklin Water Utility but did not affect the Sewer Utility. Both of these items appear on one bill to Franklin customers. It would be confusing to customers if the water portion of the utility bill waived late fees yet other portions of the total bill were due as is the normal course of business. Historically, approximately 20% of the customers pay late and incur late fees and penalties. The current bill was mailed on April 7 and the bills are due May 18, 2020.

Historic practice and policy of the both utilities are to offer a Deferred Payment Arrangement (DPA) to anyone who requests assistance. A DPA as outlined in the PSC rules allows a customer to set up a mutually convenient payment schedule and no interest is incurred while the payment commitments are met. Historically, the Franklin Utility office has issued less than five DPAs per year. The COVID-19 issues could add significant cash flow issues to 2020 operations.

Note that the bills are not forgiven, just a payment schedule is allowed. To ensure automatic compliance with the Emergency Order, the billing software has set all late fees to \$0. The late and penalty water fees have totaled less than \$60,000 each of the last several years and less than \$35,000 for sanitary sewer. Even if double the customers request a DPA, the water and sewer utilities have sufficient resources to continue operations.

Staff has submitted a notice in the quarterly newsletter to help educate the public.

OPTIONS

- A. No action needed.
- B. Although onerous and confusing, Staff could manually apply Emergency Order #11 to only the Water Utility and impose late fees and other penalties to the Sewer Utility.

FISCAL NOTE

See above information.

COUNCIL ACTION REQUESTED

No Action Needed.

Engineering: GEM



Tony Evers

Office of the Governor | State of Wisconsin

EMERGENCY ORDER #11

PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES SUSPENSIONS

Under the authority of Wis. Stat. § 323.12(4) and the public health emergency declared in Executive Order #72, I, Governor Tony Evers, order the suspension of certain Public Service Commission (PSC) administrative rules and order companion directives as follows:

1. On March 20, 2020, Chairperson Rebecca Valcq requested the suspension of certain PSC administrative rules in order to assist with protecting public health and welfare during the public health emergency. The March 20, 2020 request is granted in its entirety and is incorporated by reference into this order.
2. PSC may use its authority under Wis. Stat. §§ 196.02(1), 196.70, Wis. Admin. § PSC 113.01(2), Wis. Admin. § PSC 134.01(2), and Wis. Admin. § PSC 185.11(4), to issue orders, give special or individual consideration to exceptional or unusual situations, or adopting requirements as to individual utilities or services necessary to respond to the public health emergency.
3. This order shall remain in effect for the duration of the public health emergency declared in Executive Order #72, or until subsequent superseding emergency orders are issued.

Tony Evers
Governor
State of Wisconsin

3/22/2020

Date



Public Service Commission of Wisconsin

Rebecca Cameron Valcq, Chairperson
Ellen Nowak, Commissioner
Tyler Huebner, Commissioner

4822 Madison Yards Way
P.O. Box 7854
Madison, WI 53707-7854

March 20, 2020

Sent via email

Governor Tony Evers
State Capitol
Madison, Wisconsin 53701

Dear Governor Evers,

To assist in the State's ongoing response to the public health emergency declared in response to the COVID-19 Coronavirus, the Public Service Commission of Wisconsin (the Commission) has reviewed its administrative rules to identify provisions which, if strictly complied with during the emergency, would prevent, hinder, or delay necessary action by public utilities and customers to protect the public health and welfare.

The Commission respectfully requests that you exercise your authority under Wis. Stat. § 323.12 (4) (d) to temporarily suspend these provisions during the emergency. Suspending these provisions will protect public health and will facilitate the Commission's efforts to work with public utilities and customers, ensure the continued availability of and access to vital services, and authorize emergency action pursuant to its authority under Wis. Stat. § 196.70.

As set forth in the attachment to this letter, the Commission requests that certain provisions of Wis. Adm. Code chs. PSC 113, 134, and 185, relating to service rules for electrical, gas, and water public utilities, be suspended in order to:

- Authorize public utilities to waive late fees.
- Temporarily suspend disconnections, other than those needed for safety reasons.
- Enable customers who are unable to make a cash deposit to obtain residential service.
- Ensure that deferred payment agreements are available not only to residential customers but also commercial, farm, and industrial customers.
- Streamline the process for customers to apply for utility service.

Thank you for your efforts to protect the health and economy of the State.

Sincerely,

Rebecca Cameron Valcq
Chairperson

RCV ZR jac

Attachment

**Proposed Provisions of the Public Service Commission's Administrative Rules
to be Suspended During the Public Health Emergency**

Provisions Relating to Service Rules for Electrical Utilities

The Commission respectfully requests that the following provisions of Wis. Adm. Code §§ PSC 113.0301(1m), 113.0302(2), 113.0402(1)(a), 113.0404(1), 113.0406(1)(i)(6), and 113.0408(3)(a), be suspended as set forth below:

PSC 113.0301(1m)

- **Description of Rule:** This rule authorizes electrical utilities to disconnect or refuse residential connections for certain specified reasons. Separate provisions of the administrative rules, PSC 113.0301(4) and (5), which will not be suspended, authorize an electrical utility to disconnect residential utility service where a dangerous condition exists.
- **Stakeholders Impacted:** Electric utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by suspending disconnections for reasons that are not associated with safety during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. If service is disconnected, such disconnection would hinder customers' efforts to abide by social distancing requirements by staying in their homes.
- **Provision to Suspend:** PSC 113.0301(1m): ~~(1m) Residential utility service may be disconnected or refused for any of the following reasons: (a) Failure to pay a delinquent account or failure to comply with the terms of a deferred payment, as provided in s. PSC 113.0404. (b) Violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of non-standard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation. (c) Failure to comply with deposit or guarantee arrangements, as specified in s. PSC 113.0402. (d) Refusal or failure to permit authorized utility personnel to read the meter at least once every 6 months in order to determine actual usage. The 6-month period begins with the date of the last meter reading. (e) Failure to comply with Wisconsin statute, commission rule or commission order pertaining to conservation or availability of service. (f) Failure to pay costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay extraordinary collection charges as allowed and specified in the utility's tariffs filed with the public service commission. (g) Failure to comply with applicable requirements of this section, or of the utility's rules, or if the customer proposes to use a device that is not designed to reasonably minimize interference with communication and signal services. (h) Delinquency in payment for service received by a previous customer or occupant at the premises to be served, if an account is transferred to a new account holder or customer and the previous account holder or customer continues to be an occupant of the dwelling unit to be served. (i) Failure of an applicant for utility service to provide information or documentation required by s. PSC 113.0408. (k) Refusal or failure to provide authorized utility personnel access to utility equipment.~~

PSC 113.0302 (2)

- **Description of Rule:** This rule authorizes electrical utilities to disconnect or refuse commercial and farm connections for certain specified reasons. Separate provisions of the administrative rules, PSC 113.0302(4) and (5), which will not be suspended, authorize an electrical utility to disconnect commercial and farm utility service where a dangerous condition exists.
- **Stakeholders Impacted:** Electric utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by suspending disconnections for reasons that are not associated with safety during a public health emergency. However, such modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing, commercial and farm customers may be at an increased risk of disconnection. Suspending disconnection is a necessary action to ensure that, during the emergency, products and services remain available.
- **Provision to Suspend:** PSC 113.0302(2) ~~“Commercial or farm utility service may be disconnected or refused for any of the following reasons: (a) Failure to pay a delinquent account. (b) Violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of non-standard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation. (c) Failure to comply with a deposit, guarantee arrangement, or installment payment agreement, as specified in s. PSC 113.0403. (d) Refusal or failure to permit authorized utility personnel to read the meter at least once every 6 months in order to determine actual usage. The 6-month period begins with the date of the last meter reading. (e) Failure to comply with Wisconsin statute, commission rule or commission order pertaining to conservation or availability of service. (f) Failure to pay costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay extraordinary collection charges as allowed and specified in the utility's tariffs filed with the public service commission. (g) Failure to comply with applicable requirements of this section, or of the utility's rules, or with s. 196.16, Stats., or if the customer proposes to use a device that is not designed to reasonably minimize interference with communication and signal services. (h) Refusal or failure to provide authorized utility personnel access to utility equipment.”~~

PSC 113.0402(1)(a)

- **Description of Rule:** This rule authorizes an electrical utility to require certain customers with certain unpaid balances to provide a cash deposit or other guarantee before providing new residential service to those customers.
- **Stakeholders Impacted:** Electrical utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by suspending a utility's authority to require cash deposits before providing service. However, such modification is not possible unless this provision of the administrative code is first suspended. Requiring customers who have unpaid balances to provide a deposit could prevent certain customers who are adversely economically affected by the public health emergency from receiving

electrical service that is needed in order for the customer to abide by social distancing guidelines by staying in the home.

- **Provision to Suspend:** PSC 113.0402(1)(a) “A utility may not require a cash deposit or other guarantee as a condition of new residential service ~~unless a customer has an outstanding account balance with any Wisconsin electric utility or cooperative which accrued within the last 6 years and for which there is not agreement or arrangement for payment being honored by the customer and at which time the request for new service remains outstanding and not in dispute, as defined in s. PSC 113.0407. To request a deposit under this section, utilities must comply with requirements in sub. (2).~~”

PSC 113.0404(1)

- **Description of Rule:** This rule requires electrical utilities to offer deferred payment agreements to residential customers, and it specifies that an electrical utility can only be required to offer deferred payment agreements to residential accounts.
- **Stakeholders Impacted:** Electrical utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by requiring utilities to temporarily provide deferred payment agreements to nonresidential customers during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing on businesses, if nonresidential customers are unable to obtain deferred payment agreements, they may be unable to afford the services needed for their continued operation, which would pose a risk to public health by impeding the availability of products and services.
- **Provision to Suspend:** PSC 113.0404(1) “The utility is required to offer deferred payment agreements ~~only~~ to residential accounts and may offer such agreements to other customers.”

PSC 113.0406(1)(i)

- **Description of Rule:** This rule prohibits an electrical public utility from waiving late fees.
- **Stakeholders Impacted:** Electrical utilities and their stakeholders.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by authorizing electrical utilities to waive late fees during a public health emergency. However, such modification is not possible unless this provision of the administrative code is first suspended. Allowing electrical utilities to waive late fees is necessary in order to ensure that customers are able to use the service needed to abide by social distancing guidelines by remaining in the home.
- **Provision to Suspend:** PSC 113.0406(1)(i) “If the utility is authorized to make monthly late payment charges, such charges shall comply with the following requirements...6. ~~The utility may not waive any properly applied late payment charge, except when the utility fails to obtain scheduled meter readings, the utility shall waive the late payment charge upon dispute of the estimate by the customer.~~”

PSC 113.0408(3)(a)

- **Description of Rule:** This rule authorizes an electrical utility to require an applicant for utility service to provide certain documents to prove identity and residency.
- **Stakeholders Impacted:** Electrical utilities and their stakeholders.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter electrical utility tariffs, including by temporarily suspending utilities' documentation requirements for applying for service, during a public health emergency. However, such modification is not possible unless this provision of the administrative code is first suspended. Temporarily suspending these provisions is necessary to ensure that all customers may obtain the service needed to abide by social distancing guidelines and remain at home.
- **Provision to Suspend:** PSC 113.0408(3)(a) "~~A utility may require verification of the initial identification data or the residency, or both, of the person responsible for bill payment under any of the following circumstances: 1. The application is for service at a premises where a bill remains unpaid for service provided within the previous 24 months. 2. The person responsible for bill payment has an outstanding bill with the utility but claims that the bill was accrued in the person's name as a result of identity theft. 3. The applicant fails to provide the initial identification data under sub. (2) (c) 1. g. or the utility finds, with reasonable certainty, that the initial identification information is inaccurate.~~"

Provisions Relating to the Standards for Gas Service

The Commission respectfully requests that the following provisions of Wis. Adm. Code §§ PSC 134.052(3)(a), 134.061(1)(a), 134.062(1), 134.0622(2), 134.063(1), and 134.13(1)(i)5., be suspended as set forth below:

PSC 134.051(3)(a)

- **Description of Rule:** This rule authorizes a gas utility to require an applicant for utility service to provide certain documents to prove identity and residency.
- **Stakeholders Impacted:** Gas utilities and their stakeholders.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by temporarily suspending utilities' documentation requirements for applying for service, during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Temporarily suspending these provisions is necessary to ensure that all customers may obtain the service needed to abide by social distancing guidelines and remain at home.
- **Provision to Suspend:** PSC 134.051(3)(a) "~~A utility may require verification of the initial identification data or the residency, or both, of the person responsible for bill payment under any of the following circumstances: 1. The application is for service at a premises where a bill remains unpaid for service provided within the previous 24 months. 2. The person responsible for bill payment has an outstanding bill with the utility but claims that the bill was accrued in the person's name as a result of identity theft. 3. The applicant fails to provide~~

~~the initial identification data under sub. (2) (c) 1. g. or the utility finds, with reasonable certainty, that the initial identification information is inaccurate.”~~

PSC 134.061(1)(a)

- **Description of Rule:** This rule authorizes a gas utility to require certain customers with certain unpaid balances to provide a cash deposit or other guarantee before providing new residential service to those customers.
- **Stakeholders Impacted:** Gas utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by temporarily suspending utilities’ authority to require deposits before providing service, during a public health emergency. Requiring customers who have unpaid balances to provide a deposit could prevent certain customers who are adversely economically affected by the public health emergency from receiving gas service that is needed in order for the customer to abide by social distancing guidelines by staying in the home.
- **Provision to Suspend:** PSC 134.061(1)(a) ~~“A utility shall not require a cash deposit or other guarantee as a condition of new residential service unless a customer has an outstanding account balance with any Wisconsin gas utility which accrued within the last 6 years and for which there is no agreement or arrangement for payment being honored by the customer, and which at the time of the request for new service remains outstanding and not in dispute, as defined in s. PSC 134.064.”~~

PSC 134.062(1)

- **Description of Rule:** This rule authorizes gas utilities to disconnect or refuse residential connection for certain specified reasons. Separate provisions of the administrative rules, PSC 134.062 (3) and (4), which will not be suspended, authorize a gas utility to disconnect residential utility service where a dangerous condition exists.
- **Stakeholders Impacted:** Gas utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by suspending disconnections for reasons that are not associated with safety during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Suspending disconnections is a necessary action because disconnection would hinder customers’ efforts to abide by social distancing requirements by staying in the home.
- **Provision to Suspend:** PSC 134.062(1) ~~“Residential utility service may be disconnected or refused for any of the following reasons: (a) Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement, as provided in s. PSC 134.063. (b) Violation of the utility’s rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation. (c) Failure to comply with deposit or guarantee arrangements, as specified in s. PSC 134.061. (d) Refusal or failure to permit authorized utility personnel to read the meter at least once every 6 months in order to determine actual usage. The 6 month period begins with the date of the last meter reading. (e) Failure to comply with Wisconsin statute, commission rule or commission order pertaining to conservation or availability of service. (f) Failure to pay~~

~~costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay extraordinary collection charges as allowed and specified in the utility's tariffs filed with the public service commission. (g) Failure to comply with applicable requirements of this section, or of the utility's rules, or with s. 101.865, Stats. (h) Delinquency in payment for service received by a previous customer or occupant at the premises to be served, if an account is transferred to a new account holder or customer and the previous account holder or customer continues to be an occupant of the dwelling unit to be served. (i) Connecting or causing to be connected a device or use of gas considered to be a nonessential use of natural gas which is prohibited under s. PSC 136.05. (j) Connecting or having connected a natural gas outdoor lighting fixture as specified in s. PSC 136.02. (k) Failure of an applicant for utility service to provide information or documentation required by s. PSC 134.051.~~

PSC 134.0622(2)

- **Description of Rule:** This rule authorizes gas utilities to disconnect or refuse commercial and farm connections for certain specified reasons. Separate provisions of the administrative rules, PSC 134.0622 (3) and (4), authorize a gas utility to disconnect commercial and farm utility service where a dangerous condition exists.
- **Stakeholders Impacted:** Gas utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by suspending disconnections for reasons that are not associated with safety during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing, commercial and farm customers may be at an increased risk of disconnection. Suspending disconnection is a necessary action to ensure that, during the emergency, products and services remain available.
- **Provision to Suspend:** ~~PSC 134.0622(2) "Commercial or farm utility service may be disconnected or refused for any of the following reasons: (a) Failure to pay a delinquent account. (b) Violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of non-standard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation. (c) Failure to comply with the deposit, guarantee arrangement, or installment payment agreement, as specified in s. PSC 134.0615. (d) Refusal or failure to permit authorized utility personnel to read the meter at least once every 6 months in order to determine actual usage. The 6-month period begins with the date of the last meter reading. (e) Failure to comply with Wisconsin statute, commission rule or commission order pertaining to conservation or availability of service. (f) Failure to pay costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay extraordinary collection charges as allowed and specified in the utility's tariffs filed with the public service commission. (g) Failure to comply with applicable requirements of this section, or of the utility's rules, or with s. 101.865, Stats. (h) Connecting or causing to be connected a device or use of gas considered to be nonessential use of natural gas, which is~~

~~prohibited under s. PSC 136.05. (i) Connecting or having connected a natural gas outdoor lighting fixture as specified in s. PSC 136.02.~~

PSC 134.063(1)

- **Description of Rule:** This rule requires gas utilities to offer deferred payment agreements to residential customers, and it specifies that a gas utility can only be required to offer deferred payment agreements to residential accounts.
- **Stakeholders Impacted:** Gas utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by requiring utilities to temporarily provide deferred payment agreements to nonresidential customers during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing on businesses, if nonresidential customers are unable to obtain deferred payment agreements, they may be unable to afford the services needed for their continued operation, which would pose a risk to public health by impeding the availability of products and services.
- **Provision to Suspend:** PSC 134.063(1) “A utility is required to offer deferred payment agreements ~~only~~ to residential accounts and may offer such agreements to other customers.”

PSC 134.13(1)(i)

- **Description of Rule:** This rule prohibits a gas public utility from waiving late fees.
- **Stakeholders Impacted:** Gas utilities and their stakeholders.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter gas utility tariffs, including by authorizing electrical utilities to waive late fees during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Allowing electrical utilities to waive late fees is necessary to ensure that customers are able to use the service needed to abide by social distancing guidelines by remaining in the home.
- **Provision to Suspend:** PSC 134.13(1)(i) “If the utility is authorized to make a one-time late payment charge, such charge shall comply with the following requirements:… ~~5. The utility shall not waive any properly applied late payment charges.”~~

Provisions Relating to the Standards for Water Public Utility Service

The Commission respectfully requests that the following provisions of Wis. Adm. Code §§ PSC 185.30(3)(a), 185.33(16), 185.36(1)(a), 185.37(2), and 185.38(1), be suspended as set forth below:

PSC 185.30(3)(a)

- **Description of Rule:** This rule authorizes a water utility to require an applicant for utility service to provide certain documents to prove identity and residency.
- **Stakeholders Impacted:** Water utilities and their stakeholders.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter water utility tariffs, including by temporarily suspending utilities’ documentation requirements for applying for service, during a public health

emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Temporarily suspending these provisions is necessary to ensure that all customers are able to obtain the service needed to abide by social distancing guidelines.

- **Provision to Suspend:** ~~PSC 185.30(3)(a) “A utility may require verification of the initial identification data or the residency, or both, of the person responsible for bill payment under any of the following circumstances: 1. The application is for service at a premises where a bill remains unpaid for service provided within the previous 24 months. 2. The person responsible for bill payment has an outstanding bill with the utility but claims that the bill was accrued in the person's name as a result of identity theft. 3. The applicant fails to provide the initial identification data under sub. (2) (c) 1. g. or the utility finds, with reasonable certainty, that the initial identification information is inaccurate.”~~

PSC 185.33(16)

- **Description of Rule:** The rule authorizes a water utility to offer a budget payment plan to its residential customers.
- **Stakeholders Impacted:** Water utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter water utility tariffs, including by requiring utilities to temporarily provide budget payment plans to residential and nonresidential customers during a public health emergency. However, such a modification is not possible unless administrative rules that could be interpreted as running contrary to such action are suspended. Given the economic impacts of social distancing on businesses, if nonresidential customers are unable to obtain budget payment plans, they may be unable to afford the services needed for their continued operation, which would pose a risk to public health by impeding the availability of products and services.
- **Provision to Suspend:** PSC 185.33(16) “A utility may offer a budget payment plan to residential customers. Any such plan shall conform to the guidelines set forth in pars. (a) through (g).”

PSC 185.36(1)(a)

- **Description of Rule:** This rule authorizes a water utility to require certain customers with certain unpaid balances to provide a cash deposit or other guarantee before providing new residential service to those customers.
- **Stakeholders Impacted:** Water utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter water utility tariffs, including by suspending a utility’s authority to require cash deposits before providing service. However, such modification is not possible unless this provision of the administrative code is first suspended. Requiring customers who have unpaid balances to provide a deposit could prevent certain customers who are adversely economically affected by the public health emergency from receiving

water service that is needed in order for the customer to abide by social distancing guidelines by staying in the home.

- **Provision to Suspend:** PSC 185.36(1)(a) “A utility shall not require a deposit or other guarantee as a condition of new residential service ~~unless a customer has an outstanding account balance with any Wisconsin gas, electric, water, or sewer utility which accrued within the last 6 years and for which there is no agreement or arrangement for payment being honored by the customer, and which at the time of the request for new service remains outstanding and not in dispute. (See s. PSC 185.39.)~~”

PSC 185.37(2)

- **Description of Rule:** This rule authorizes water utilities to disconnect or refuse connection for certain specified reasons. A separate provision of the administrative rules, PSC 185.37(3), which will not be suspended, authorizes a water utility to disconnect service where a dangerous condition exists.
- **Stakeholders Impacted:** Water utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter water utility tariffs, including by suspending disconnections for reasons that are not associated with safety during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing, customers may be at an increased risk of disconnection. Suspending disconnection is a necessary action to ensure that, during the emergency, residential customers are able to abide by social distancing by staying at home and to ensure that products and services remain available.
- **Provision to Suspend:** PSC 185.37(2) ~~“Utility service may be disconnected or refused for any of the following reasons: (a) Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement (see s. PSC 185.38); (am) Delinquency in payment for service received by a previous account holder or customer at the premises to be served, if an account is transferred to a new account holder or customer and the previous account holder or customer continues to be an occupant of the dwelling unit to be served. (b) Failure to pay for an outstanding account balance with the utility owing at a previous address and for which there is no agreement or arrangement for payment and it is not in dispute but remains outstanding; (c) Failure to comply with deposit or guarantee arrangements as specified in s. PSC 185.36 or 185.361; (d) Diversion of service around the meter; (e) Refusal or failure to permit authorized utility personnel to read the meter at least once every 4 months where the utility bills monthly or bimonthly, or at least once every 9 months where the utility bills quarterly or less frequently than quarterly. The 4- or 9-month period begins with the date of the last meter reading; (f) Refusal or failure to permit authorized utility personnel access to the base meter; (g) Violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation; (h) Failure to comply with Wisconsin statutes, commission rules, or commission orders pertaining to utility service; (i) Failure to pay costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay~~

~~extraordinary collection charges as allowed and specified in the utility's tariffs filed with the commission; (j) Failure to comply with the utility's rules or if the customer uses a device that unreasonably interferes with communications or signal services used for reading meters; (k) Failure of an applicant for utility service to provide the information or documentation required by ss. PSC 185.30 or 185.305."~~

PSC 185.38(1)

- **Description of Rule:** This rule requires a water utility to offer deferred payment agreements to residential accounts, and it provides that water utilities are encouraged but retain discretion to provide such agreements for nonresidential accounts.
- **Stakeholders Impacted:** Water utilities and their customers.
- **Explanation of Effect on Necessary Actions:** Wis. Stat. § 196.70 authorizes the Commission to temporarily alter water utility tariffs, including by requiring utilities to temporarily provide deferred payment agreements to nonresidential customers during a public health emergency. However, such a modification is not possible unless this provision of the administrative code is first suspended. Given the economic impacts of social distancing on businesses, if nonresidential customers are unable to obtain deferred payment agreements, they may be unable to afford the services needed for their continued operation, which would pose a risk to public health by impeding the availability of products and services.
- **Provision to Suspend:** PSC 185.38(1) "A utility is required to offer deferred payment agreements to residential accounts ~~and encouraged to offer such agreements to other customers."~~

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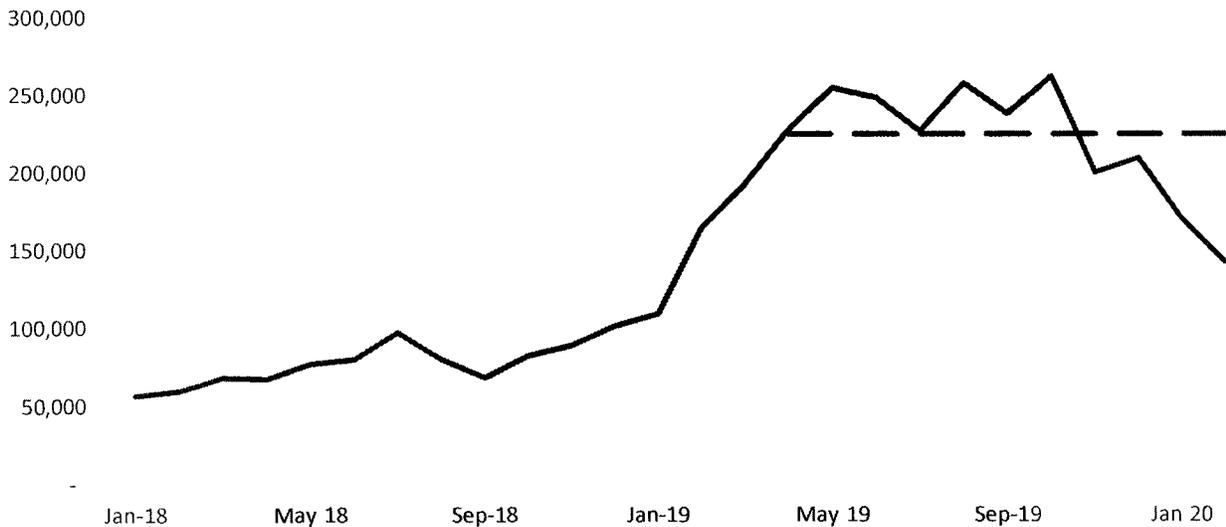
APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2020
REPORTS & RECOMMENDATIONS	DIRECT STAFF TO PREPARE A 2020 BUDGET AMENDMENT FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO REDUCE \$1,000,000 LANDFILL SITING RESOURCES AND REMOVE SELECTED PROJECTS FROM THE 2020 CAPITAL FUNDS OR INCREASE NOTE PROCEEDS	ITEM NUMBER <i>6,15,</i>

Background

The 2020 Capital Fund Budgets included \$2,252,000 of Landfill siting revenues with an additional \$458,000 of Landfill Siting revenues in other funds for total expected Landfill Siting revenues of \$2,710,000.

The 2020 Budgeted revenues were projected after the increase in revenues experienced when the operator received the expansion license. Rates per ton increased 25% and volumes also increased significantly with that expansion. Operator management noted that new operating levels had been obtained, and the City received \$225,000 in average monthly revenues. See below. The dash line indicates the 2020 budget amounts. Since November, 2019, revenues have steadily declined.

Monthly Landfill Siting Revenue



It now appears that Landfill Siting revenues will be \$1 million less for the year. Recent discussions with the Operator indicate that the reduced level noted above, which began BEFORE the Health Emergency, will continue, as volumes are again being directed to their Menomonee Falls location. That location had improvements underway during 2019, that reduced its capacity to take material. Those improvements have been completed, allowing the Menomonee Falls location to again handle normal volumes.

The Operator also noted that with the Health Emergency, they are seeing further reduced volumes and would not estimate future volumes.

The 2020 Capital Budget Resources are:

	Capital Outlay	Equipment Replacement	Capital Improve	Street Improve	Total Capital
Taxes	295,700	-			295,700
Landfill Siting	483,900	677,600	722,000	368,500	2,252,000
Intergovernmental				845,000	845,000
Other	38,800	93,900	3,366,500	4,800	3,504,000
					-
Total Revenues	818,400	771,500	4,088,500	1,218,300	6,896,700

Total 2020 Budgeted Landfill Siting Resources are:

	Total Capital	General	Library	Total
Taxes	295,700		1,340,500	1,636,200
Landfill Siting	2,252,000	438,000	20,000	2,710,000
Intergovernmental	845,000			845,000
Other	3,504,000		55,000	3,559,000
Total Revenues	6,896,700	438,000	1,415,500	8,750,200

Landfill siting represents 32,6% of Capital Fund resources. A significant reduction in that resource puts the 2020 Capital Expenditure programs in jeopardy without some modification.

Analysis

Staff recommends that 2020 Capital Budgets be re-evaluated anticipating a \$1 million landfill siting resource shortfall. That reduced resource will mean that some expenditures will not have supporting resources. This will need to be monitored and re-evaluated later this year.

One option, to replace that resource, would be to budget new borrowed funds replacing the lost landfill siting revenues. That new debt resource is not part of the longer-term future Debt Service Levy (noted on page 207 of the 2020 Budget Book).

Another option would be to reduce 2020 appropriations for identified project expenditures and delay them to future years.

Staff is recommended the following allocation of Landfill Siting revenues by fund for the following reasons.

- 1) Leave the Library allocation un-changed. While the **Library Fund** has a healthy surplus, tax levy growth over the years has been less than personnel cost increases coming from Common Council actions. That has placed increased pressure on their operations. The Library Fund surplus sits at 42% of 2019 expenditures. The \$20,000 represents 1.5% of expenditures.
- 2) **General Fund** – reduce the resource to \$200,000 – down \$238,000 – this will place pressure on operations for 2020, however the General Fund has other variable resources that could be called upon.
- 3) **Capital Outlay** – reduce the resource by \$8.900 to \$475,000. The fund has a projected \$68,500 2020 fund balance, thus the Capital Outlay Fund would only need to reduce 2020 programs should the resource be further reduced. Extreme caution is advised before approving any further Capital Outlay projects. Projects already approved have used most of the available resources received this year. As noted above, 59% of the Funds resource is to come from Landfill siting revenues.
- 4) **Equipment Replacement** – reduce the resource by \$277,600 to \$400,000. This fund has a projected 2020 fund balance of \$2,188,000. While the fund has been operating with a structural deficit for a number of years and has significant near term demands, the 2020 reduction would push the funding problem further down the road. The 2020 projects can be supported by available resources and fund balance.
- 5) **Street Improvement** – reduce the resource by \$18,500 to \$350,000. This fund has a projected 2020 fund balance of \$268,800. With such a small fund balance, the 2020 program (already let by contract) could remain in place. The Highway Dept is having its own issues getting some streets prepared for the contractor, so some cost may be delayed to 2021 for other reasons.
- 6) **Capital Improvement Fund** – reduce by \$542,000 to \$180,000. There is the option of borrowing the \$542,000 to provide the resources, OR a choice to delay projects not yet committed. The uncommitted projects as of this writing are:
 - a) Park land acquisition - \$550,000 -with \$302,500 supported by landfill siting revenues
 - b) Overflow parking at Kayla's playground - \$250,000 – with \$132,500 supported by landfill siting
 - c) General Trails, Bicycle routes & linkages - \$285,000 with \$95,000 supported by landfill siting
 - d) Community Development Enterprise Resource Program - \$225,000
 - e) S 50th Street improvements - \$100,000
 - f) Marquette Ave extension from 49th to 51st - \$700,000 – with \$100,000 supported by landfill siting.
 - g) Marquette Ave improvements – Pleasant View School to S 49th - \$50,000

h) Contingency - \$125,000 currently un-used.

If debt resources are preferable, then staff would recommend no changes to the General Fund landfill siting resource, and increase the debt resources to the Capital Improvement fund.

Staff recommends eliminating the following projects with reduced appropriations noted:

- halve the park land acquisition (by \$150,000),
- eliminate the Overflow parking (\$132,500),
- eliminate the trails (\$95,000),
- eliminate the 50th Street improvements (\$100,000) and
- halve the contingency (by \$65,000)

– totaling \$542,500.

OR

such other changes as the Council shall deem appropriate.

COUNCIL ACTION REQUESTED

Direct staff to prepare a 2020 budget amendment for the General Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund and Capital Improvement Fund to reduce \$1,000,000 of landfill siting resources and remove selected projects from the 2020 capital funds as directed

Or

Reduce the Landfill Siting resource as recommended and increase debt resources in the Capital Improvement Fund.

City of Franklin
 Capital Improvement Fund
 Budget 2020

Adopted

Project/Name	Total	Funding Source	Amount	Net City Funds
Landfill Siting Revenue	722,000			\$ 722,000
Investment Income	25,000			25,000
Total Revenue	747,000			747,000

Expenditures
APPROVED PROJECTS

Project/Name	Total	Funding Source	Amount	Net City Funds
PARK DEVELOPMENT				-
Pleasant View Park - improvements	150,000	Park Impact Fees	70,500	79,500
Park Land Acquisition - various parks	550,000	Park Impact Fees	247,500	302,500
Overflow parking @ Kayla's Playground	250,000	Park Impact Fees	117,500	132,500
Cascade Trail	65,000	Park Impact Fees	46,150	18,850
Trails, Bicycle Routes & linkages	285,000	Park Impact Fees	139,850	145,150
		Developer Grant	50,000	(50,000)
Lake Ernie aeration				-
Muni Buildings				-
City Hall & Police Security enhancements	500,000	Transfer from Gen Fund	500,000	-
				-
Public Safety				-
Community Development Enterprise Resource Program - migration	225,000			225,000
				-
Public Works				-
S 68th Street - hill mitigation	300,000			300,000
S 50th St Improvement	100,000			100,000
Marquette Ave Improvements - Pleasant View Sch to S 49th St	50,000			50,000
Marquette Ave Improvements - S 49th St to S 51st St	700,000	Debt Service	600,000	100,000
Ryan Creek Interceptor Sanitary Sewer Odor Control	450,000	MMSD Grant	450,000	-
Gravity Flow Sanitary Sewer to replace lift station	3,225,000	Sewer Fund	3,225,000	-
Watermain Extension - S 50th & Minnesota Ave	120,000	Utility Dev Fd	120,000	-
Total Approved Projects	6,970,000		5,566,500	1,403,500

PROJECTS PENDING APPROVAL

Project/Name	Total	Funding Source	Amount	Net City Funds
Water Projects	500,000	Water Connection Fees	500,000	-
Sewer Projects	500,000	Sewer Connection Fees	500,000	-
				-
Contingency	175,000			175,000

Total Projects Pending Approval

Total Projects	8,145,000		6,566,500	1,578,500
Net Revenue (Expenditures)				(831,500)
Projected Beginning Fund balance				1,007,836
Projected Ending Fund Balance				\$ 176,336

Park Impact	621,500
	500,000
	120,000
Sewer & Water Connection total	<u>1,000,000</u>
	2,241,500

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**City of Franklin, WI
Landfill Siting Revenue**

DESCRIPTION	2018	2019	2020	Landfill Pct of Total Rev	Proposed
	ACTIVITY	ACTIVITY	ORIGINAL BUDGET		
General Fund	166,269	203,912	438,000	2%	200,000
Library			20,000	1%	20,000
Capital Outlay	147,000	317,000	483,900	59%	475,000
Equipment Replacement	200,000	500,000	677,600	88%	400,000
Capital Improvement	284,102	1,229,622	722,000	58%	180,000
Street improvement	133,000	343,270	368,500	30%	350,000
Total	930,371	2,593,804	2,710,000	8%	1,625,000
Expected falloff - 40%			<u>1,084,000</u>		
New Rev total			<u>1,626,000</u>		

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Ste</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;">04/21/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization for Purchase of BS&A's Community Development & Complaints 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.16.</i></p>

Project Notes: *The BS&A contract for the second phase of the Govern replacement project is nearly identical to the BS&A Water Utility contract signed on March 13, 2020. Only the project schedules and exhibits are different.*

Executive Summary: In 2002 the City of Franklin standardized all departmental land management and inspections systems under a suite of modules contained within Harris Govern. Although Harris has done a commendable job customizing an ERP system to the exact workflow and departmental requirements of Franklin, the v10.8 product lacks any ability to interface directly with the financial and accounting software. In addition to this core need, the Visual Basic 6 software does not have any ability to allow Internet based transactions to be performed, where constituents are unable to view a variety of bills and records online. Due to the history of the product being organically grown and supported within the Inspection Services department, the retirement of Fred Baumgart has required support and maintenance of the system to be performed by IT. This has brought to light many reporting and configuration issues within the systems that are extremely hard to correct, due to the longevity of the product and having one set of changes indirectly impact associated modules. Changing something as simple as a new fee or GL account is a process that can take several days and requires a significant amount of testing, due to the nature to fees being chained to one another during the calculations. In many cases, parameter data needs to be significantly simplified. Due to the aged VB6 architecture, one that does not natively support ODBC, SQL.DB, ADO, or .NET, integrating the product to other applications or enabling it for web services is extremely difficult. This requires very expensive customized code to be written for an application that has been slated for end of life by the software manufacturer.

This project focuses on replacing the entirety of Govern to a new ERP solution, one that is in alignment with planned changes being made to Water Utility Billing, while further enabling e-commerce. This is absolutely necessary to remain competitive with other municipalities for economic development investments, but also to improve constituent service and grow governmental transparency.

Explanation: Govern was initially installed and implemented by Harris Systems and a third-party consulting company based out of Chicago. Govern was selected as the Community Development ERP platform due to both the reputation and size of Harris Systems, but also because the vendor allowed for free license conversions to other Harris governmental products (in the event that the City was not satisfied with the current application). A major concern at the time was migrating city-wide core operational data to a new software package, only to have the company abandon the product or be acquired by another software company. The longevity and reputation of Harris Systems lowered the risk of product abandonment.

Over the course of nearly 20 years, Govern has been ported from a Visual Basic 6 program over to the Microsoft .NET programming language. The original .NET product was called Govern 5.0 (renamed Govern Open Forms 5.0) and was their premier .NET product. The software had major issues and many initial customers were dissatisfied with both the interface and usability. Integration with the new web portal was often determined to be very kludgy with a wide variety of issues.

The problems with Govern Open Forms 5.0 was so significant that Harris decided to stop development and completely rewrite the entire product, using some of the new built in tile technology that became available with Windows 8/10. The product was completely rewritten from the ground up, continuing to use the .NET platform, and contained dramatically improved interfaces and a brand-new ecommerce portal. Today Govern Open Form 6.1.x is the current product development line, which for years was the planned migration path.

Although Harris Systems is a large organization that makes a sizable number of governmental software products, at its core there have been several key problems that have never fully been corrected:

- Extremely Long and Unpredictable Software Development Lifecycles – Govern Open Forms 6.1 has been available since 2015, but in the course of four years Harris has not completed all modules within the suite. A key module to the software suite was the Water Utility Billing, which to date still has not been completed. Conversations with the SVP of Product Development, Benoit Lauzon, this product was to be finalized Q2 of 2019. The product has once again been delayed and of Q2 of 2020 still has yet to be coded and released.
- New Customers Halting the Development Process – A new customer (municipality) that is of large or complex scope will require product developers be temporarily transferred from writing module code to working on custom code or integration modules for the new customer. Developers are only reassigned back to product development once the new customer has been fully onboarded.
- Harris Temporary Transferring Developers to Other Business Lines – Harris has seen rapid growth in their health care services line of products and has moved developers between business units to help finalize product code for other high revenue initiatives.
- CAMA – Govern significantly altered their original product release scheduled by the introduction of both CAMA (computer assisted mass appraisal) and PACS (property appraisal and GIS services) as new modules. These were in high demand for the Canadian provinces and became a core focus of new development.
- Integration with other GL & Accounting Packages – Govern had very limited support for other accounting packages (supporting only the largest of accounting suites), with a very strong push to guiding customers to purchase GL/accounting packages produced by Harris Systems. For municipalities that already had their own financial accounting packages and already absorbed migration costs, the cost of creating customized AR/GL integration modules was extremely expensive. Securing Govern development time to creating integration modules for BS&A is also another major obstacle. Building upon a BS&A platform eliminates all integration problems between the financial systems and finally fully integrates it within the ERP.

In addition to issues within the Govern product development and support, the City of Franklin implemented several customized integrations that made moving off the older Visual Basic 10.8 version of Govern difficult:

- EditApp – Because Govern (being written in a programming language from the late 1990's) did not have a built-in workflow system, EditApp was written as a piece of middleware that would provide some level of automation within land management functions. EditApp allows land management records entered in Govern to be exported and directly inserted into the GIS database. The software also created a CSV file of all newly entered/modified land management records and allowed it to be easily imported into the Assessment Department's Universe database. EditApp, being middleware, is tightly coupled to the database schema of GIS and Govern, to a point that database schema changes cannot be made in GIS or Govern without first fully testing the compatibility of EditApp.
 - Because of the tight application coupling the usage of EditApp for automation mandates that the version of ESRI's ArcGIS be of a specific level. EditApp is actively being retired, due to ERSI no longer supporting the current version of ArcGIS and requiring an upgrade. Master data is currently being fully synchronized between GIS and Govern.
- Crystal Reports – All reports and governmental records (permits, licenses, invoices, receipts) are products in Crystal Reports. Over 340 reports already exist and migrating to a different application or Govern version will require that each and every Crystal Report template be rewritten. There currently are no Crystal Reports experts on staff within the City of Franklin to assist with rewriting the templates. Crystal Reports has been bought and sold several times to a variety of companies (3 times since 2002), with the product now being owned by SAP. Migrating a report template to a different version of Crystal Reports may break the reporting functions or introduce output errors.

Phase 1 Project: For the 2019 Capital Outlay Budget the Water Utility Department has approved funding to migrate from Govern 10.8 over to BS&A Water Utility module. A critical success factor with this project is to allow online bill payment of all Water Utility bills, and allow customers to view all utility bills completely online. In order to accomplish the eCommerce goals of the project, Water Utility Billing has to be integrated and fully automated with the BS&A AR & GL. Because Water Utility Billing and financial accounting functions are performed within the same product suite, integration between the two modules and databases is very easy to accomplish.

Phase 2 - Project Deliverables: At the successful completion of the project the following deliverables will be achieved:

- Phase 1 – Water Utility Billing Project is fully complete and all issues are resolved. The final data exact is expected to be performed on 9/24/2020, with a go live date of 10/1/2020.
- 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 Community Development & Citizen Call to Action modules on a dedicated application server and install module level databases on a centralized SQL server. Modules installed will be BS&A Community Development suite (building department, field inspection, business licenses, and citizen call to action.)
- BS&A Online, which has already been provisioned for utility billing, will be extended to include the new modules and features.
- Create 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 Directory security groups. All application authentication will be performed using current Active Directory user accounts and passwords.
- Configure parameterized data in BS&A to match current application configuration parameters within the Govern Land Management, Inspections, Licensing, and Complaints modules.
- Convert and migrate current Govern records over to BS&A. This will be a phased approach of land management master data records being ported first, with associated inspections, licenses, permits, and complaint records be ported in successive phases.
- Integrate existing Govern AR accounts within BS&A Financials and interface them within BS&A ERP for automated data entry and workflows.
- Configure BS&A Online for public search for parcel, permit, inspection, license, and complaint records.
- Review system generated reports and permits, ensuring the current Govern generated documents align with those created in BS&A report building.
- Audit inspections, permits, and licenses 30-60 days after conversion to ensure the accuracy and formatting of all governmental records and invoices.

Project Milestones: It is anticipated that the project will proceed using the following major milestones:

- Project Planning & Scope Determination
- Analysis – Land Management Records & Forms
- Analysis – Permit Records & Forms
- Analysis – Inspection Records & Forms
- Analysis – Licensing Records & Forms
- Analysis – Zoning Records & Forms
- Analysis – Complaints Records & Forms
- Analysis - Business Process & Workflows & GIS Integration
- Analysis – BS&A Financial 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 (iterative for each module)
- Migration – Load Production System Data
- Migration – Running Billing Test Cases
- Training – User & IT Support Training
- Cutover – Implement BS&A Applications on Desktops & Terminal Servers
- Cutover – Activate Online Portal & Bill Payment
- Testing – Run Test Cases
- Testing – Verify records and invoices

Project Costs:

Applications	\$73,285
Data Conversions	\$30,650
Customization	\$ 1,500
Project Management & Planning	\$16,500
Implementation & Training	\$39,600
Travel Expenses	<u>\$19,605</u>
Total Expenses	\$181,140

The vendor requested \$19,605 for travel expenses, but it is believed that some costs may be deferred by allowing remote VPN access during the course of the project. Due to mandatory changes in training programs due to COVID-19, video conferencing may be used instead of direct onsite instruction. Funding has been established as \$225,00 in order to provide for contingencies and cost overages, due to the complex nature of the project and iterative data conversions. Also, please note that the IT 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 Community Development and Citizen Call to Action Software including execution of the Software Licenses and Services Agreement and to authorize the Director of IT to execute the necessary documents.

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 The source code for the purchased applications will be added to the existing Source Code Escrow Agreement between IT Right and the Customer, dated June 20th, 2013
- 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, and Exhibit D (Statement of Work)** 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. All remote access sessions are dynamic and shall be fully monitored by a City of Franklin employee (escorted session), and will be terminated after successful completion of all troubleshooting tasks.

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 Milwaukee, State of Wisconsin, or in any court of the United States of America lying in the Eastern District of Wisconsin.
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*
 - Exhibit D – Statement of Work*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below

BSA SOFTWARE, INC.

By _____

Name _____

Title _____

Date _____

CUSTOMER

By _____

Name _____

Title _____

Date _____

CUSTOMER

By _____

Name _____

Title _____

Date _____

CUSTOMER

By _____

Name _____

Title _____

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 \$47,150 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 \$73,285 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 \$60,705 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

Community Development	
Building Department NET	\$23,120
Field Inspection NET	\$9,710
Business License NET	\$12,945
Citizen Request for Action .NET	\$12,945

BS&A Online	
Community Development	\$14,565

Subtotal	\$73,285
----------	-----------------

Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions/Database Setup

Convert existing Harris Govern data to BS&A format:

Building Department (Per database)	\$19,650
Business Licensing (Per database)	\$11,000

Subtotal **\$30,650**

No conversion or database setup to be performed for

- Field Inspection
- Citizen Request for Action

Custom Import

Import from ESRI ArcGIS to Building Department NET	\$1,500
--	----------------

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)*

\$16,500

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	1		\$1,100
Community Development Applications	Days:	35		\$38,500
	Total.	36	Subtotal	\$39,600

Travel Expenses \$19,605

EXHIBIT B

Maintenance and Support Fees

Community Development	
Building Department NET	\$4,625
Field Inspection NET	\$1,940
Business License NET	\$2,590
Citizen Request for Action NET	\$2,590
BS&A Online	
Community Development	\$2,915
Total Annual Service Fees	\$14,660

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.

Statement of Work

City of Franklin, Milwaukee County WI

Prepared for: City of Franklin, Milwaukee County WI

Prepared by: Dan J Burns, CPA
BS&A Software

Date: March 25, 2020

Version: 1

Revision:

Status: Draft

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1. Contact List

This section provides the list of key contacts for both BS&A Software and City of Franklin, Milwaukee County WI

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Dan J Burns, CPA	dburns@bsasoftware.com	248-345-8026
Jason Hafner	jhafner@bsasoftware.com	

City of Franklin, Milwaukee County WI Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Name	Email	Cell
Name	Email	Cell
Name	Email	Cell

2. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for Data Conversion, Process Definition, and Cutover.

2.1 Building Department

Establish BS&A Databases

- 1 Extract preliminary data with corroborating reports
- 2 Preliminary conversion development
- 3 Preliminary conversion QC and documentation
- 4 Preliminary conversion data review
- 5 Extract final data with corroborating reports
- 6 Convert final data
- 7 QC final BS&A database and documentation
- 8 Verify final BS&A database at cutover

Establish BS&A Process

- 1 Review current BD process
- 2 Review BS&A application functionality
- 3 Define BS&A process and training requirements
- 4 Document BS&A process
- 5 Verify final BS&A process at cutover

2.2 Business Licensing

Establish BS&A Databases

- 1 Extract preliminary data with corroborating reports
- 2 Preliminary conversion development
- 3 Preliminary conversion QC and documentation
- 4 Preliminary conversion data review
- 5 Extract final data with corroborating reports
- 6 Convert final data
- 7 QC final BS&A database and documentation
- 8 Verify final BS&A database at cutover

Establish BS&A Process

- 1 Review current BL process
- 2 Review BS&A application functionality
- 3 Define BS&A process and training requirements
- 4 Document BS&A process
- 5 Verify final BS&A process at cutover

2.3 Field Inspection

Establish BS&A Process

- 1 Review current process
- 2 Review BS&A application functionality
- 3 Define BS&A process and training requirements
- 4 Document BS&A process
- 5 Verify final BS&A process at cutover

2.4 Citizen Request for Action

Establish BS&A Process

- 1 Review current process
- 2 Review BS&A application functionality
- 3 Define BS&A process and training requirements
- 4 Document BS&A process
- 5 Verify final BS&A process at cutover

2.5 BS&A Online – Community Development

Establish BS&A Process

- 1 Review current process
- 2 Review BS&A application functionality
- 3 Define BS&A process and training requirements
- 4 Document BS&A process
- 5 Verify final BS&A process at cutover

3. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to Iron County. This method is described in terms of the generalized approach and as a detailed schedule.

3.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of City of Franklin, Milwaukee County WI

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal)

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document)

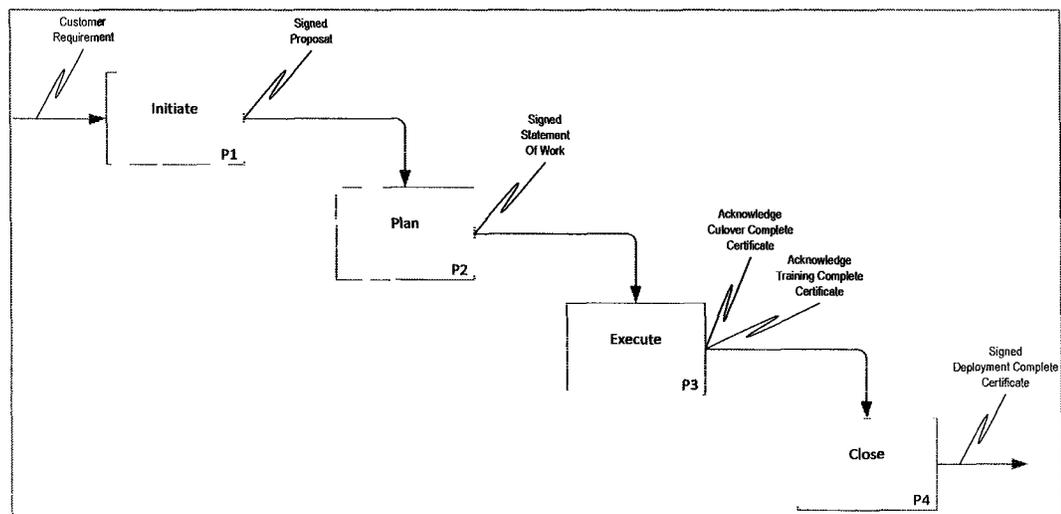
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training

Phase 4 – Close

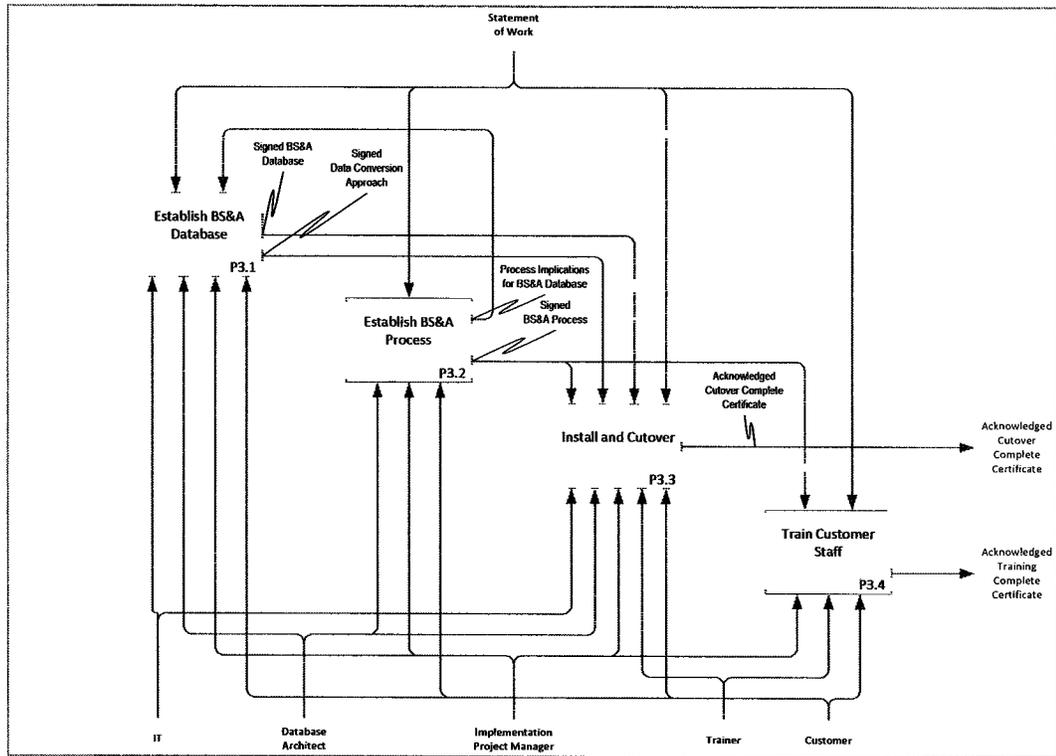
This phase provides a formal conclusion of the project and the handover to BS&A’s support team

Figure 1 Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project

Figure 2. Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required

3.2 Detailed Schedule

Note, approximate schedule included for example purposes only. Actual schedule will be determined in collaboration between BS&A Project Manager, and Customer, following contract execution.

Task	Responsible Parties (Bold is Primary)	Start	Duration
Initiation Activities			
Conduct Kick-off Meeting	BS&A and City	1 month post signing	1 day
Review Project Scope and Project Management Process	BS&A	1 month post signing	1 day
Establish Project Meeting Schedule	BS&A and City	1 month post signing	1 day
Assemble BS&A Project Team	BS&A	1 5 months post signing	1 day
Assemble City Project Team	City	1 5 months post signing	1 day
Create Initial Project Timeline	BS&A & City	1 5 months post signing	1 day
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	BS&A and City	5 months pre go-live	1 day
Extract Preliminary Data from current System	BS&A and City	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	5 months pre go-live	1 month
Conduct Review of Converted Data with City	BS&A and City	4 months pre go-live	Approx 1 day
Install Programs	BS&A	4 months pre go-live	1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and City	3 months pre go-live	2 days
Conduct Analysis of Current Forms	BS&A and City	3 months pre go-live	1 day
Conduct Review of Required Reports	BS&A and City	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	BS&A and City	3 months pre go-live	1 day
Develop Best Practices Recommendation	BS&A	3 months pre go-live	1 day
Approve Recommendations	City	3 months pre go-live	1 day
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	3 months pre go-live	1 day
Create System Specification Document	BS&A	3 months pre go-live	3 days
Implementation			
Create Forms	BS&A	0-2 months pre go-live	2 days
Create Reports	BS&A	0-2 months pre go-live	2 days
Conduct Acceptance Testing	City	0-2 months pre go-live	2 days
Conduct Final Data Extraction	City	1 week pre go-live	2 days
Convert Final Data	BS&A	1 week pre go-live	2 days
On-site Set-up for Users and Configuration Items	BS&A	0-1 month pre go-live	4 days
Training			
On-site Training	BS&A and City	0-2 months pre go-live	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and City	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	BS&A and City	TBD	TBD

4. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

4.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project

Project Specific Roles

BS&A Software will use the following roles during the project

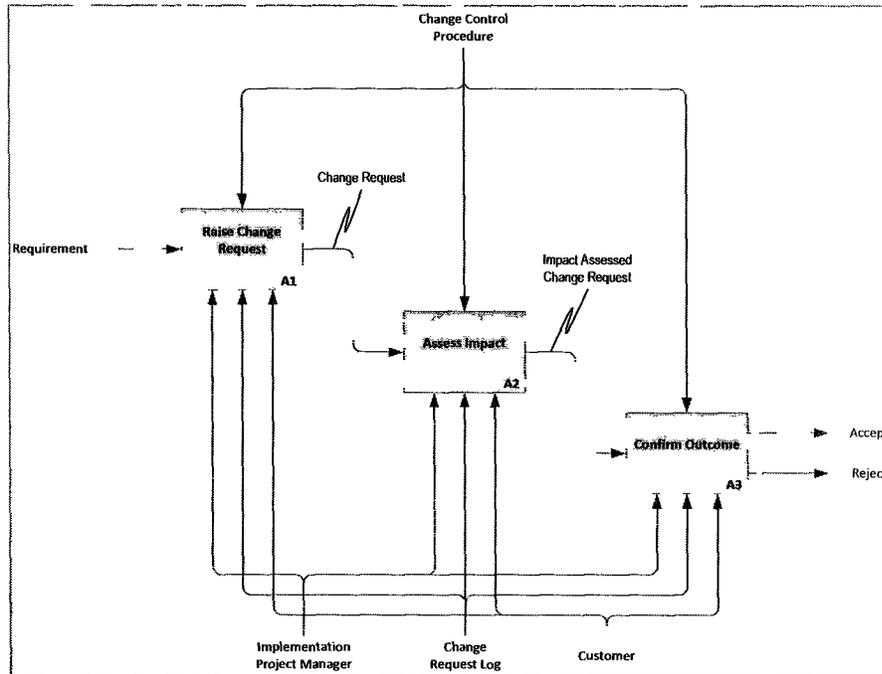
- ~ **Implementation Director**
Has overall accountability for the project and provides a point of escalation for the customer
- ~ **Implementation Project Manager**
Has day-to-day accountability for the project
Manages and coordinates all activities and resources associated with the project
Produces and maintains the Project Plan
Responsible for and leads the work associated with the development of the customer's new processes
- ~ **Database Architect**
Responsible for and leads the work associated with the development of the customer's new databases
- ~ **Trainer**
Responsible for and leads the cutover and delivery of the training
- ~ **IT**
Assists with the extraction of test and production data from the customer's existing applications
Responsible for the installation of the BS&A applications on the customer's production environment
- ~ **Subject Matter Experts**
May assist as required

Note there may be a number of people fulfilling each role, i.e., trainers may only train on specific applications

4.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects

Figure 3 Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document

4.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – risks will be reviewed at specific times during the project</p> <p><i>Lifespan</i> – could remain open for the duration of the project</p>
Action	Used to describe and control the specific tasks that are raised at management meetings These tasks are outside of activities listed in the Project Plan and Statement of Work.	<p><i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project</p> <p><i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised</p> <p><i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised</p>
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to schedule, specification, or budget	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – progress towards closure will be reviewed at the management meeting</p> <p><i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned</p>
Decision	Used to describe and record a decision made by the project, i.e., the outcome of a change request, or the approval of a milestone	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions</p> <p><i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a "no decision" is equal to a rejection)</p>

The details of the RAID Management procedure are available in the Project Management Procedures document

5. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval.

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

5.1 Change Request Form

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration	
Date Raised Provide the date that this Change Request was raised	
Rationale <i>[tick most appropriate]</i> What is the primary reason for raising this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Resolve an issue <input type="radio"/> Terminate or treat a risk <input type="radio"/> Reduce project cost <input type="radio"/> Improve the business case <input type="radio"/> Increase capability <input type="radio"/> Align with external environment <input type="radio"/> Comply with legal or regulatory requirements
Description <i>[tick all appropriate]</i> What needs to change?	<input type="checkbox"/> Change scope <input type="checkbox"/> Change specification <input type="checkbox"/> Change design <input type="checkbox"/> Change strategy or approach <input type="checkbox"/> Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected	
Benefit <i>[tick most appropriate]</i> What is the expected scale of the benefit associated with this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000
Impact on schedule <i>[tick most appropriate]</i> What is the estimated impact on the schedule of this Change Request?	<input type="radio"/> Unknown <input type="radio"/> No impact <input type="radio"/> One month <input type="radio"/> Between one month and three months <input type="radio"/> More than three months
Impact on cost <i>[tick most appropriate]</i> What is the estimated direct cost of implementing this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000

APPROVAL <i>Slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/21/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated April 3, 2020 through April 16, 2020 Nos. 178011 through Nos. 178174 in the amount of \$ 1,330,172.07. Also included in this listing are EFT's Nos. 4276 through Nos. 4288, Library vouchers totaling \$ 5,690.87, Water Utility vouchers totaling \$ 13,062.44 and Property Tax refunds totaling \$ 3,161.87. Voided checks in the amount of \$ (1,545.60) are separately listed.

Early release disbursements dated April 3, 2020 through April 15, 2020 in the amount of \$ 421,829.40 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 April 10, 2020 is \$ 393,725.67 previously estimated at \$ 417,000.00. Payroll deductions dated April 10, 2020 are \$ 244,021.95 previously estimated at \$ 230,000.00.

The estimated payroll for April 24, 2020 is \$ 412,000.00 with estimated deductions and matching payments of \$441,000.00.

Approval to release mortgage draw to Knight Barry for Velo Village in the amount of \$ 2,036,736.71. This completes the \$4.5 million funding of the mortgage note.

Attached is a list of property tax disbursements EFT's Nos. 314 through Nos. 319 and 229(S) through 231(S) dated April 3, 2020 through April 16, 2020. \$8,754,588.38 were settlements on the March 31, 2020 tax collections, \$3,119.45 represents tax refunds, and \$3,900,000 represents temporary investments.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of April 16, 2020 in the amount of \$ 1,330,172.07 and
- Payroll dated April 10, 2020 in the amount of \$ 393,725.67 and payments of the various payroll deductions in the amount of \$ 244,021.95 plus City matching payments and
- Estimated payroll dated April 24, 2020 in the amount of \$ 412,000.00 and payments of the various payroll deductions in the amount of \$ 441,000.00, plus City matching payments and
- The release of payment to Knight Barry in the amount of \$ 2,036,763.71.
- Property tax vouchers with an ending date of April 16, 2020 in the amount of \$ 6,790,553.67 and the use of investment funds for tax settlements of \$ 5,867,154.16 and

ROLL CALL VOTE NEEDED

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