

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JANUARY 7, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) Proclamation In Recognition of Mark W. Luberda.
 - (b) Proclamation In Recognition of Joel E. Dietl.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of December 3, 2019.
 - 2. Regular Common Council Meeting of December 17, 2019.
- D. Hearings - A proposed Ordinance to amend §92-9. of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, to exempt public schools from the application of and the requirement for the payment of each of the various impact fees; to suspend, effective January 1, 2020, the automatic annual rate increases for each of the various impact fee rates imposed under §92-9. of the Municipal Code, pending completion by a City consultant of a broader Public Facilities Needs Assessment; and to incorporate into the Municipal Code amendments to Wis. Stat. § 66.0617, including those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243.
- E. Organizational Business.
- F. Letters and Petitions – Letters From Pack 538, Den 3 Wolves and Parents Regarding W. Marquette Avenue Extension.
- G. Reports and Recommendations:
 - 1. Consent Agenda.
 - (a) The Franklin Police Department received the following donations: Donation from Walmart in the Amount of \$5,000 to be Deposited in the Police Donations – General Account. A Donation from Elaine Sievert in the Amount of \$200 to be Deposited in the Police Donations – K9 Account.
 - (b) A Resolution for Acceptance of a Water Main Easement for 8225 W. Forest Hill Avenue (Forest Park Middle School), Tax Key No. 838-9978-000.
 - (c) A Resolution for Acceptance of a Water Main Easement from 10155 S. 57th Street (Franklin Properties, LLC), Tax Key 931-0008-001.
 - (d) A Resolution for Acceptance of a Water Main Easement from 5801 W. Franklin Drive (Zeta Company LLP), Tax Key 931-0006-001.
 - (e) A Resolution for Acceptance of a Water Main Easement from 5695 W. Franklin Drive (CP Properties, LLP), Tax Key 899-0016-001.
 - (f) A Resolution for Acceptance of a Water Main Easement from 10179 S. 57th Street (GHN Franklin, LLC), Tax Key 931-0008-002.

- (g) A Resolution for Acceptance of a Water Main Easement from 5251 W. Franklin Drive (S & C Electric Company), Tax Key 931-0013-002.
- (h) A Resolution for Acceptance of a Water Main Easement from 10125 S. 52nd Street (Bridgestone Capital, LLC), Tax Key 931-0013-003.
- 2. An Ordinance to Amend §92-9. of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9.L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243.
- 3. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Portion of a Certain Parcel of Land From C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District (9132 S. 92nd Street) (Approximately 1.94 Acres) (Matt Talbot Recovery Services, Inc., Applicant).
- 4. A Resolution to Award the S. 68th Street Vertical Alignment Improvements Project to The Wanasak Corporation for \$298,430.00.
- 5. A Resolution Awarding Contract to the Low Bidder, Stark Pavement Corporation, in the Amount of \$1,000,000.00, for the 2020 Local Street Improvement Program.
- 6. Professional Services Proposals from GovHR USA for Recruitment of a Director of Administration and Recruitment of a Planning Manager.
- 7. Update on On-Going Operations in the Department of Administration and in Planning and Zoning and Assignment of Responsibilities.
- 8. Designation of the Associate Planner as the Interim Zoning Administrator as Such Duties Pertain to Administration and Enforcement of the Unified Development Ordinance.
- 9. Transfer of Ownership of an Existing Laptop Computer to Mark Luberda Upon Separation as the Director of Administration.
- 10. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budget for the Capital Improvement Fund to Provide Appropriations for the Station Specific Alerting System.
- 11. Authorization to Execute a Contract with U.S. Digital Designs for an Amount Not to Exceed \$184,126.43 for Purchase of Software and Hardware and Software Installation and Programming for a Fire Station Alerting System.
- 12. Request for Approval of Revised Rates of Service for Street and Utility Construction Inspection for the Years 2020 and 2021.
- 13. An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budgets for the General Fund to Provide Appropriations for Public Safety Services During the 2020 Democratic National Convention.
- 14. An Ordinance to Amend Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budgets for the General Fund to Reclassify \$6,400 of Contingency Appropriations to Quarry Monitoring Services.
- 15. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund to Carryover \$78,300 of Unused 2019 Appropriations for the Inspection Department.
- 16. An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budgets for the General Fund to Carryover \$44,000 of Unused 2019 Planning Department Appropriations.

Common Council Meeting Agenda

January 7, 2020

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17. November 2019 Monthly Financial Report.
18. Recommendation from the Committee of the Whole Meeting of January 6, 2020:
 - (a) Presentation by Wisconsin Policy Forum on its Report Entitled “Got Your Back: Exploring Fire and EMS Service Sharing Opportunities in Franklin, Greenfield, Greendale and Hales Corners – December 2019.”
 - (b) Presentation by Waste Management on Metro Landfill Operations and Expansion; Report From JSA Environmental and Waste Facilities Monitoring Committee on 2019 Complaints and Results. Referral to Staff re: Complaint Monitoring and Tracking Procedures (Engineering).
19. Potential Property Acquisitions for the Development of Public Improvements for the Tax Incremental District No. 4 Franklin Corporate Park: Agreement for Purchase and Sale of Real Estate, and Counter-offer for 7.1 +/- acres of the Property Located at 3617 West Oakwood Road (Tax Key No. 950-9997-001); and Agreement for Purchase and Sale of Real Estate, and Counter-offer for 8.61 +/- acres of the property Located at 3548 South County Line Road (Tax Key No. 979-9999-000). The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Deliberate and Consider Terms Relating to Potential Property Acquisitions for the Development of Public Improvements for the Tax Incremental District No. 4 Franklin Corporate Park: Agreement for Purchase and Sale of Real Estate, and Counter-offer for 7.1 +/- Acres of the Property Located at 3617 West Oakwood Road (Tax Key No. 950-9997-001); and Agreement for Purchase and Sale of Real Estate, and Counter-offer for 8.61 +/- Acres of the Property Located at 3548 South County Line Road (Tax Key No. 979-9999-000); and the Investing of Public Funds and Governmental Actions in Relation Thereto and to Effect Such Acquisitions, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of January 7, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS

January 9	Plan Commission Meeting	7 00 p m
January 21	Common Council Meeting	6 30 p m
January 23	Plan Commission Meeting	7 00 p m
February 4	Common Council Meeting	6 30 p m
February 6	Plan Commission Meeting	7.00 p m
February 18	Spring Primary (if needed)	7 00 p m -8 00 p m
February 18	Common Council Meeting	6 30 p m
February 20	Plan Commission Meeting	7 00 p m

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN RECOGNITION OF THE SERVICE OF MARK W. LUBERDA

WHEREAS, Mark W. Luberda was hired by the City of Franklin to serve as the Director of Administration for the City of Franklin, his service as such commencing on June 26, 2006; and

WHEREAS, Mark previously having served the Public as the Budget Analyst and Operations and Program Analyst for the City of Des Moines, Iowa; as the Director of the Office of Management and Budget, the Chief Operating Officer, and the Director of the Department of Administration for Kenosha County, Wisconsin; and as the Town Administrator for the Town of Caledonia, Wisconsin; and

WHEREAS, Mark having provided his expert, knowledgeable, detailed and cooperative nature of supervision and management service for the City of Franklin for over thirteen years; and

WHEREAS, Mark has demonstrated an ability to use his vast knowledge in government administration and attention to detail to put the best interests of the citizens and taxpayers as first priority, sacrificing personal time and events to complete tasks; and

WHEREAS, Mark and his family being residents of Walworth County, Wisconsin during such time of service, and Mark having recently been chosen from among more than fifty applicants for the position of County Administrator for Walworth County; and

WHEREAS, Mark has earned recognition for his service to the City of Franklin.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor, and I, Mark A. Dandrea, Common Council President, of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin and the elected officials and staff of City government, hereby recognize and state our appreciation of the service provided by Mark W. Luberda, and wish him well in his future endeavors.

Presented to the City of Franklin Common Council this 7th Day of January, 2020.

Mark A. Dandrea,
Common Council President

Stephen R. Olson, Mayor

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN RECOGNITION OF THE SERVICE OF JOEL E. DIETL

WHEREAS, Joel E. Dietl was hired by the City of Franklin to serve as the Planning Manager for the Department of City Development of the City of Franklin, his service as such commencing on March 20, 2006; and

WHEREAS, Joel previously having served as the Senior Planner for the Planning Commission of Brown County, Wisconsin; and as a Research Analyst and Planner for the Southeastern Wisconsin Regional Planning Commission; and

WHEREAS, Joel having provided his expert, knowledgeable, detailed and cooperative service for the City of Franklin for over thirteen years; and

WHEREAS, Joel has endured the challenges of management of a small staff and a crush of work assignments with consistency and the inner calmness of a ninja; and

WHEREAS, Joel during his hard-working services performance for the City having recently been chosen to again provide his work ethic and services for the Southeastern Wisconsin Regional Planning Commission; Joel's last day of work for the City being January 15, 2020; and

WHEREAS, Joel, as an 'off-duty' times spent fact and recognition of his none-the-less steadfast dedication to getting it done right, and to be the best, existence, is the history of his championships in the Escrima (Stick Fighting) realm, with Gold attained throughout the years in time during his first decade of work with the City, including, but not limited to Gold attained at the Regional Tournament, the National Tournament, and the World Tournament in 2011/2012 and 2013/2014; and

WHEREAS, Joel has earned recognition for his service to the City of Franklin.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor, and I, Mark A. Dandrea, Common Council President, of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the elected officials and the staff of City government, hereby recognize and state our appreciation of the service provided by Joel E. Dietl, and wish him well in his future endeavors, including that of potentially returning to and attaining another(s) World Championship(s) in the Escrima (Stick Fighting) realm.

Presented to the City of Franklin Common Council this 7th Day of January, 2020.

Mark A. Dandrea,
Common Council President

Stephen R. Olson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 3, 2019
MINUTES

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| ROLL CALL | A. The regular meeting of the Common Council was held on November 19, 2019 and called to order at 6:31 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Alderman Dan Mayer is excused. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Lubberda, City Attorney Jesse A. Wesolowski and Deputy City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. Citizen comment period was opened at 6:32 p.m. and closed at 6:33 p.m. |
| MINUTES
NOVEMBER 19, 2019 | C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 19, 2019 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| HEARINGS
2025 COMP MASTER
PLAN 8429 & 8459 W.
FOREST HILL AVE. | D. A public hearing was called to order at 6:34 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property generally located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche, property owners). The public hearing was closed at 6:36 p.m. |
| MAYORAL
APPOINTMENTS | <p>E.1. Alderman Dandrea moved to confirm the following Mayoral Appointments: James Schubilski, 7342 S. Cambridge Dr., (Ald. Dist. 2), 5-year term to the Board of Water Commissioners, expiring 09/30/24; and
Tourism Commission:</p> <ul style="list-style-type: none"> a) Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Ald. Dist. 2), 1-year term expiring 12/31/2020. b) Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), 1-year term expiring 12/31/2020. c) Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), 1-year term expiring 12/31/2020. d) Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), 1-year term expiring 12/31/2020. |

e) Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), 1-year term expiring 12/31/2020.

Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.

Alderman Barber moved to confirm the Inspectors of Election and alternates for 2020 and 2021 as listed on the action request form dated 12/03/2019. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye; motion carried.

ORD. 2019-2401
AMEND THE 2025
COMP MASTER PLAN
TO CHANGE FUTURE
LAND USE AT 8429 &
8459 W. FOREST HILL
AVE. (FRANKLIN
PUBLIC SCHOOLS,
APPLICANT)

G.1. Alderman Dandrea moved to adopt Ordinance No. 2019-2401, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS). Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2019-2402
AMEND UDO TO
REZONE 8429 & 8459
W. FOREST HILL AVE.

G.2. Alderman Dandrea moved to adopt Ordinance No. 2019-2402, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE TWO PARCELS OF LAND FROM R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT TO I-1 INSTITUTIONAL DISTRICT (8429 AND 8459 WEST FOREST HILL AVENUE) (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7558
MODIFY JOHNS
DISPOSAL CONTRACT

G.3. Alderman Taylor moved to adopt Resolution No. 2019-7558, A RESOLUTION TO MODIFY JOHNS DISPOSAL SERVICES, INC. CONTRACT TO PROVIDE WEEKLY RECYCLING AND AUTOMATED GARBAGE SERVICES subject to technical corrections by City Attorney and City Engineer. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2019-7559
JSA ENVIRONMENTAL
AGREEMENT

G.4. Alderman Nelson moved to adopt Resolution No. 2019-7559, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL

FACILITY TO DECEMBER 31, 2020, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7560
SPECIAL USE FOR DAY
CARE AT 7760 S.
LOVERS LANE RD.
(STEVEN PAGNOTA,
MANAGING MEMBER
OF BRADFORD
FRANKLIN, LLC,
APPLICANT)

G.5. Alderman Dandrea moved to adopt Resolution No. 2019-7560, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR DAYCARE FACILITY USE UPON PROPERTY LOCATED AT 7760 SOUTH LOVERS LANE ROAD (STEVE PAGNOTA, MANAGING MEMBER OF BRADFORD FRANKLIN, LLC), authorizing the special use, with the condition that the applicant receive a text amendment change to the Unified Development Ordinance (to allow for a waiver of the cross-access requirement). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7561
SPECIAL USE FOR
REPLACEMENT
BRIDGE 6361 S. 27TH
ST. (DAVID
STEINBERGER,
PRESIDENT FOR
FRANKLIN MOBILE,
LLC, APPLICANT)

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2019-7561, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR REPLACEMENT OF AN EXISTING FAILED BRIDGE AND ASSOCIATE CULVERT WITHIN A SHORELAND, FLOODWAY, AND WETLANDS AREA ASSOCIATED WITH THE EAST BRANCH OF THE ROOT RIVER LOCATED ON A PRIVATE ROAD REFERRED TO AS WEST WESTMOOR AVENUE, IN THE FRANKLIN MOBIL HOME PARK, PROPERTY LOCATED AT 6361 SOUTH 27TH STREET (DAVID STEINBERGER, PRESIDENT FOR FRANKLIN MOBILE, LLC, APPLICANT), with the elimination of provisions 5 and 6. Seconded by Alderman Taylor. All voted Aye; motion carried.

AMENDMENT NO. 1
SERVICE CONTRACT
WITH SOUTHWEST
INSPECTION

G.7. Alderman Taylor moved to approve and authorize execution of Amendment No. 1 to the Service Contract between the City of Franklin and Southeast Inspection Management Services, LLC. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2019-7562
AMEND SITE PLAN
AND TERMS OF PDD
NO. 37 (THE ROCK
SPORTS COMPLEX/
BALLPARK COMMONS)

G.8. Alderman Dandrea moved to adopt Resolution No. 2019-7562, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AMEND SITE PLAN RESOLUTION NO. 2019-001 A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF BUILDING C1, A 3-STORY RETAIL/OFFICE BUILDING; TO AMEND STANDARDS. FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS DATED JANUARY 9, 2018; AND TO AMEND THE TERMS OF PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS). Seconded by Alderman Nelson. Alderman Dandrea, Alderwoman Wilhelm,

Alderman Barber, Alderman Nelson voted Aye; Alderman Taylor Abstained. Motion carried.

QUARRY SURVEY
SERVICES CONTRACT
WITH LYNCH &
ASSOCIATES

- G.9. Alderwoman Dandrea moved to authorize that \$6,400 of General Fund Contingency appropriations be used to fund the Quarry Survey Services contract with Lynch & Associates, which contract was previously approved at the November 19, 2019 meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

QUARRY MONITORING
COMMITTEE
RECOMMENDATIONS

- G.10. No action taken regarding recommendations from the Quarry Monitoring Committee.

RES. 2019-7563
CHANGE ORDER NO.1
ZIGNEGO COMPANY
INC., S. 51ST ST. & W.
DREXEL AVE.

- G.11. Alderman Taylor moved to adopt a Resolution authorizing Change Order No. 1 of the South 51st Street and West Drexel Avenue intersection project to Zignego Company Inc. in the amount of \$173,859.73 savings and additional 140 calendar days. Seconded by Alderman Barber.

Alderman Taylor withdrew his motion without objection.

Alderwoman Wilhelm moved to adopt Resolution No. 2019-7563, A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 OF THE SOUTH 51ST STREET AND WEST DREXEL AVENUE INTERSECTION PROJECT TO ZIGNEGO COMPANY INC. IN THE AMOUNT OF \$173,859.73 SAVINGS AND ADDITIONAL 140 CALENDAR DAYS. Seconded by Alderman Barber. All voted Aye; motion carried.

BID FOR THE 2020
LOCAL ROAD
PROGRAM AND S. 68TH
ST. IMPROVEMENTS

- G.12. Alderwoman Wilhelm moved to direct staff to solicit contractors per compliance with applicable public works bidding requirements for the 2020 Local Road Program and South 68th Street Vertical Sight Curve Improvements. Seconded by Alderman Barber. All voted Aye; motion carried.

DEVELOPER
GUARANTEE WATER
IMPACT FEES

- G.13. Alderwoman Wilhelm moved to direct staff to proceed with the preparation of a bond, to be executed by the developer, the terms thereof to be negotiated between staff and the developer, with the assistance of Special Counsel and City Bond Counsel, to be returned to the Common Council for its consideration at a special meeting at the call of the Chair. Seconded by Alderman Dandrea. Alderman Dandrea, Alderwoman Wilhelm, Alderman Barber, Alderman Nelson voted Aye; Alderman Taylor Abstained. Motion carried.

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| RES. 2019-7564
RUEKERT & MIELKE
NEW WATER MODEL | G.14. | Alderswoman Wilhelm moved to adopt Resolution No. 2019-7564, A RESOLUTION TO AUTHORIZE RUEKERT & MIELKE TO CREATE A NEW WATER MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried. |
| OCTOBER 2019
FINANCIAL REPORT | G.15. | Alderman Taylor moved to receive and place on file the October 2019 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried. |
| 2020 PROPERTY &
CASUALTY COVERAGE | G.16. | Alderman Taylor moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R & R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover and ACE American Insurance Company for the upcoming 2020 year, as noted above, including the addition of the Cyber Insurance Policy through Chubb for an annual premium of \$3,958, and to further authorize release of premium payments in accordance with or as required by said policy documents. Seconded by Alderman Barber. All voted Aye; motion carried. |
| VOUCHERS AND
PAYROLL | H.1. | Alderman Barber moved to approve the following:
City vouchers with an ending date of December 2, 2019 in the amount of \$981,747.50; and payroll dated November 22, 2019 in the amount of \$428,572.65 and payments of the various payroll deductions in the amount of \$437,990.45, plus City matching payments; and estimated payroll dated December 6, 2019 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$235,000.00 plus City matching payments; and approval to release payments to Knight Barry in the amount of \$1,780,412.10. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| LICENSES AND
PERMITS | I.1. | Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of December 3, 2019:
Grant Class B Combination license in compliance to Honey Butter Café, LLC, Agent Debbie Koutromanos, 7221 S. 76th St.; grant license subject to a surrender of the license of Pantheon, 7621 W. Rawson Avenue and provision of a valid lease for the new premises and compliance with all State and City of Franklin regulations;
Grant Operator license with warning letter to Ashleigh Ponga, 6062 S 36th St, Greenfield;
Grant Operator Licenses to Kendrick W Hoehn, 1008 Montclair Dr, Racine; Nisa Razo, 1826 S 18th St, Milwaukee; Amanda L Smith, S97 W13776, Muskego; |

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

- 1) Franklin Health Department, Park Permits, Bike Safety Event; 06/06/20 and Movie Night 06/20, Lions Legend Park;
- 2) Franklin Historical Society, Park Permit, year-round, Lions Legend Park, pending receipt of Certificate of Insurance;
- 3) Franklin Noon Lions Club, Civic Celebration, Temporary Class B, Operator Licenses, Labor Day Fair Permit; 07/03 - 07/05/20 and 09/06 - 09/07/20 Civic Celebration and St Martins Fair;
- 4) Franklin Lions Club, Meetings & Fundraisers for St Martins Fair Permit, Park Permits, Temporary Class B Beer and Operator's Licenses; 04/11/20, 07/14/20, 07/28/20, 08/11/20, 09/06-09/07/20;
- 5) Franklin Police Citizens Academy Alumni, St Martins Fair Permit, 09/06 - 09/07/20;
- 6) Franklin Public Library Foundation, Park Permit & Temporary Class B, Summer, 2020; November, 2020 & December, 2020;
- 7) Knights of Columbus, Arts & Craft Fair, Extraordinary Entertainment and Special Event License; 09/06/2020;
- 8) Root River Church, St Martins Fair, St Martins Fair Permit; 09/06 – 09/07/20;
- 9) VFW Post 10394, St Martins Fair; Temporary Entertainment & Amusement, Temporary Class B Beer, St Martins Fair Permit; 09/06 – 09/07/20, pending receipt of Certificate of Insurance;
- 10) Xaverian Missionaries, Annual Mission Festival; Extraordinary Event License, Temporary Class B Beer and Wine License, Operator License and Sign Permits. 06/27 - 06/28/20.

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

CLOSED SESSION
S. 76TH ST. & W. RYAN
RD. DEVELOPMENT

- G.17. Alderman Barber moved to enter closed session at 8:06 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreements(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

Upon reentering open session at 8:33 p.m., no action was taken on this item.

CLOSED SESSION
W. ELM RD.
TKN: 979-9997-000
DEVELOPMENT

- G.18. Alderman Barber moved to enter closed session at 8:35 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms related to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area where West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discusses therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

Upon reentering open session at 8:51 p.m., no action was taken on this item.

CLOSED SESSION
3617 W. OAKWOOD RD.
& 3548 SOUTH COUNTY
LINE RD.
DEVELOPMENT

- G.19. Alderman Taylor moved to enter closed session at 8:53 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:07 p.m., no action was taken on this item.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 9:10 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 17, 2019
MINUTES

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| ROLL CALL | A. The regular meeting of the Common Council was held on December 17, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor (arrived at 7:55 p.m.), Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B. Citizen comment period was opened at 6:35 p.m. and closed at 6:36 p.m. |
| MINUTES
DECEMBER 3, 2019 | C.1. Alderwoman Wilhelm moved to hold the minutes of the regular Common Council meeting of December 3, 2019. Seconded by Alderman Barber. All voted Aye; motion carried. |
| MINUTES
DECEMBER 12, 2019 | C.2. Alderman Dandrea moved to approve the minutes of the special Common Council meeting of December 12, 2019 as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. Alderman Mayer moved to confirm the following Mayoral Appointments: Patrick Leon, 7836 W. Winston Way (Ald. Dist. 2), 3-year unexpired term to the Plan Commission, expiring 04/30/22. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. |
| WI POLICY FORUM
REPORT ON EMS
SHARING | F. The Wisconsin Policy Forum Report, "Got Your Back: Exploring Fire and Emergency Medical Services Sharing Opportunities in Franklin, Greenfield, Greendale and Hales Corners" was referred to the January 6, 2020 Committee of the Whole meeting. |
| ORD. 2019-2403
AMEND UDO (10082 S.
124TH ST.) (BEAR
DEVELOPMENT, LLC,
APPLICANT) | G.1. Alderman Nelson moved to adopt Ordinance No. 2019-2403, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. ____ [to be provided by the Milwaukee County Register of Deeds] FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO M-2 GENERAL INDUSTRIAL DISTRICT (LOCATED AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD) (APPROXIMATELY 33.05 ACRES) (BEAR DEVELOPMENT, LLC, |

APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7565
CSM (10082 S. 124TH ST.
FRANKLIN MILLS, LLC
AND DANIEL L.
MATHSON & VIRGINIA
K. MATHSON,
PROPERTY OWNER)
(BEAR DEVELOPMENT,
LLC, APPLICANT)

G.2. Alderman Nelson moved to adopt Resolution No. 2019-7565, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD), with an addition to Condition No. 6 at the end thereof: The Unified Development Ordinance requirement for the applicant's submission of a conservation easement(s) for Lot 2 for review and approval is subject to a current pending for review and approval process of an Ordinance to Amend Unified Development Ordinance 15-3.0501.C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required), to Provide for and Exclude Certain Minor Land Divisions Involving an Established Residential Use Not Currently Intended for Redevelopment, specifically, in part: A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required; the result of such process, i.e., approved denied, withdrawn, which shall occur no later than March 1, 2020, controls; and also to add a Condition No. 10: The applicant shall submit a written conservation easement document and a Conservation Easement restriction note on the face of the Certified Survey Map for Lot 1, subject to review and approval by the Department of City Development, prior to recording the Certified Survey Map. The Conservation Easement shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map. Seconded by Alderman Barber. All voted Aye; motion carried.

2020-2021 MLS GRANT
APPLICATION
W. MARQUETTE AVE.
EXT. AND S. 116TH ST.

G.3. Alderwoman Wilhelm moved that the Pleasant View School Emergency Access (W. Marquette Avenue Extension) is to be ranked a higher priority item before the S. 116th Street Trail for the Franklin 2020-2021 Multimodal Local Supplement (MLS) grant applications. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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| FIRE AMBULANCE AND
RADIO/HARDWARE
REQUEST | G.4. | Alderman Mayer moved to authorize that the Fire Department purchase a Ford E-450 Type III Ambulance, with additional expenditure for mobile radio, and various hardware and mounting brackets, not to exceed \$241,000, as was appropriated in the approved 2020 Equipment Replacement Fund. Seconded by Alderman Barber. All voted Aye; motion carried. |
| RELEASE ESCROW
DEPOSIT FOR PUBLIC
IMPROVEMENTS | G.5. | Alderman Barber moved to authorize staff to release the escrow deposit for the public improvements at the Franklin Wellness Center located at 8800 S. 102nd Street. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| LOGO SIGN AND
CHAMBER UPDATES
AND PROPOSAL | G.6. | No action was taken at this time following a discussion of logo sign and chamber updates proposed for Common Council Chambers and Lobby as presented by the Economic Development Department. |
| CITY HALL PROJECT
UPDATE AND CHANGE
ORDERS | G.7. | Alderdwoman Wilhelm moved to accept the update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including confirmation approval of Change Orders 2 through 7, and to authorize the Director of Administration to execute a change order to extend the contract term for the limited, identified tasks and punch list items and a change order for extension of the project for landscaping installation. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2019-7566
EHLER'S AGREEMENT
NEW 3 PHASE TID
(W. RYAN RD./
S. 76TH ST.) | G.8. | Alderman Dandrea moved to adopt Resolution No. 2019-7566, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND AMENDMENT PROFESSIONAL SERVICES, in the amount of \$15,000 for all three phases of a new TID creation, with Phase 2 and 3 slated to occur upon Council review of Feasibility Phase 1 of a new Tax Incremental District Project Plan for the NE corner of West Ryan Road and South 76th Street. Seconded by Alderman Barber. All voted Aye; motion carried. |
| RES. 2019-7567
RYAN CREEK
INTERCEPTOR ODOR
REDUCTION
CONTRACT
THE WANASAK CORP | G.9. | Alderman Barber moved to adopt Resolution No. 2019-7567, A RESOLUTION TO ACKNOWLEDGE THAT THE WANASAK CORPORATION IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. THE WANASAK CORPORATION'S BID IS THE MOST ADVANTAGEOUS BID, AND AWARD RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT TO THE WANASAK CORPORATION FOR \$199,000. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| RES. 2019-7568
TID 6 | G.10. | Alderman Barber moved to adopt Resolution No. 2019-7568, A RESOLUTION ACCEPTING A PUBLIC WATERMAIN |

WATERMAIN
EASEMENT

EASEMENT FOR EUGENE D. AND MARLENE MAGARICH, TAX KEY 892-9994-001, 11327 W. RYAN ROAD. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Taylor arrived at 7:55 p.m.

RES. 2019-7569
ROOT-PIKE WIN
CONTRACT FOR
PROGRAMS

G.11. Alderman Barber moved to adopt Resolution No. 2019-7569, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$10,500 with the condition that staff work toward a presentation by Root-Pike WIN before the Environmental Commission. Seconded by Alderman Mayer. All voted Aye; motion carried.

AUDIT AGREEMENT
WITH BACKER TILLY
LLP

G.12. Alderman Dandrea moved to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2019 annual financial statements subject to technical corrections by the City Attorney. Seconded by Alderman Mayer. All voted Aye; motion carried.

DPW LED LIGHTING

G.13. Alderman Taylor moved to authorize staff to solicit and purchase various LED lighting equipment using unspent 2019 funds. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

2019 CARRYOVER
MARKETING AND
SERVICES FUNDING IN
THE ECON. DEV. DEPT.

G.14. Alderman Mayer moved to support the carryover of 2019 marketing and professional services funding in the Economic Development Department for a total amount not-to-exceed \$35,000 and to direct the Director of Finance and Treasurer to bring forth a budget modification for such purpose. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CARRY FORWARD
2019 APPROPRIATIONS
FROM INSP. SVCS.

G.15. Alderman Mayer moved to recommend carrying forward the available Personnel Services appropriations within the Inspection Services Department, not to exceed \$78,362, and directing the Director of Finance and Treasurer to prepare a 2020 Budget modification for consideration. Seconded by Alderman Barber. All voted Aye; motion carried.

EXCHANGE SERVER
AND SQL LICENSES
FROM CAPITAL
OUTLAY FUND

G.17. Alderman Dandrea moved to authorize the purchase of 2019 Exchange service licenses for \$18,310.64 and 2019 SQL server licenses for \$13,896 through CDW-G via the State of Wisconsin negotiated contract for upcoming projects to be completed next quarter, for a total

Information Services Capital Outlay expenditure of \$32,206.64. Seconded by Alderman Mayer. All voted Aye; motion carried.

IT AGREEMENT
WITH HEARTLAND

- G.18. Alderman Mayer moved to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute the Heartland Business Systems, LLC, Information Technology Services Agreement for the year 2020. Seconded by Alderman Barber. All voted Aye; motion carried.

GIS AGREEMENT
WITH GEOGRAPHIC
MARKETING
ADVANTAGE, LLC.

- G.19. Alderman Taylor moved to authorize the Director of Administration to execute a contract with Geographic Marketing Advantage, LLC for Geographic Information System Support and Database Maintenance Services in a form substantially equivalent to the current contract with a new fixed hourly rate of \$97.41 for the Project Manager position, a new fixed hourly rate of \$68.53. Seconded by Alderman Dandrea. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- H.1. Alderman Nelson moved to approve the following:
City vouchers with an ending date of December 12, 2019 in the amount of \$1,048,253.04; and payroll dated December 6, 2019 in the amount of \$388,394.90 and payments of the various payroll deductions in the amount of \$209,383.50 plus City matching payments; and estimated payroll dated December 20, 2019, in the amount of \$410,000.00 and payments of the various payroll deductions in the amount of \$426,000.00, plus City matching payments and estimated payroll dated January 3, 2020 in the amount of \$394,000.00 and payments of the various payroll deductions in the amount of \$208,000.00 plus City matching payments; and approval to release Library vouchers upon approval by the Library Board; and approval to release payments to miscellaneous vendors in the amount of \$229,042.12 and approval to release payment to Knight Barry in the amount of \$642,787.02. Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Wilhelm, Alderman Mayer, and Alderman Dandrea voted Aye; Alderman Taylor Abstained. Motion carried.

LICENSES AND
PERMITS

- I.1. Alderwoman Wilhelm moved to approve the following license recommendations from the License Committee meeting of December 20, 2019:

Hold Operators' License applications for appearance of Heather A Bandle, 11430 W Swiss St., Apt B; and Ema I Cavaliere, 4119 108th St., Franksville; and

Hold Operators' License application for background checks of Jeanne E Howell, S45W25670 Red Oak Ct, Muskego; and Jennifer N Knight, 4536 W Hilltop Ln.; and

Grant Operators' Licenses to Apolonia P Kust, 10845 W St Martins Rd.; and Tori M Rogers, 3123 S Vermont Ave, Milwaukee.

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


CLOSED SESSION
EMPLOYMENT
PROMOTION AND
COMPENSATION

- G.20. Alderman Barber moved to enter closed session at 8:10 p.m. pursuant to Wis. Stat. §19.85(1)(e), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9 47 p.m.

PLANNING DEPT.
CHANGES TO UDO AND
MASTER PLAN
ADJOURNMENT

- G.16. No action was taken on any changes to the Planning Department, Unified Development Ordinance or Comprehensive Master Plan.
- J. Alderman Taylor moved to adjourn the meeting at 9:48 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
PUBLIC HEARING	A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees; to Suspend, Effective January 1, 2020, the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9 L.; and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243	ITEM NUMBER D.

The attached Official Notice to hear public comment regarding proposed amendments to §92-9 of the Municipal Code pertaining to impact fees upon land development pursuant to §66.0617 of the Wisconsin Statutes, to exempt public schools from application of and payment of each of the various impact fees; to suspend, effective January 1, 2020, the automatic annual rate increases for each of the various impact fee rates; and to incorporate in the Municipal Code amendments to Wis. Stat. §66.0617, including those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243, was published in the paper on December 11, 2019.

The purpose of these proposed amendments is to address three items. First, it addresses, at the direction of the Common Council on August 6, 2019, an ordinance exempting Public School Districts from being subject to City-imposed impact fees as set forth in §92-9 of the Municipal Code. Second, based upon the results of the "Amendment to the 2002 Impact Fee Study; the 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update – December 2019", it is reasonable to suspend, effective January 1, 2020, the annual increase in impact fee rates as provided for by §92-9 L of the Municipal Code of Franklin, Wisconsin. Thirdly, incorporating required statutory increases pursuant to 2017 Wisconsin Act 243, including those related to the collection and disbursement of impact fees.

Attached for explanation purposes on the proposed amendments is a document entitled "Amendment to the 2002 Impact Fee Study; the 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update–December 2019", as prepared by the Department of Administration.

COUNCIL ACTION REQUESTED

A separate item has been placed on the January 7, 2020 Common Council Meeting agenda for action pertaining to "An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for each of the Various Impact Fee Rate Increases Imposed Under §92-9 L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243".

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, January 7, 2020 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, to hear public comment regarding a proposed ordinance to amend §92-9. of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, to exempt public schools from the application of and the requirement for the payment of each of the various impact fees; to suspend, effective January 1, 2020, the automatic annual rate increases for each of the various impact fee rates imposed under §92-9. of the Municipal Code, pending completion by a City consultant of a broader Public Facilities Needs Assessment; and to incorporate into the Municipal Code amendments to Wis. Stat. § 66.0617, including those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.0617(3). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend §92-9. Impact fees, of the Municipal Code, as aforesaid, together with a copy of the public facilities needs assessment pursuant to Wis. Stat. §§ 66.0617(3) and (4)(b), are available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft form ordinance is subject to revisions following public hearing and the further consideration by the City of Franklin Common Council, including, but not limited to, revisions modifying the automatic annual rate increase.

Dated this 4th day of December, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class I

**Amendment to the 2002 Impact Fee Study;
The 2004 Impact Fee Update;
The 2013 Amendment to the Park Impact Fees;
The Impact Fee Update -December 2013; and
The 2015 Park Impact Fee Update**

**-
DECEMBER 2019**

**CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN**

Prepared By:
Department of Administration,
City of Franklin, Wisconsin

BACKGROUND AND INTRODUCTION

“In 2002, the City of Franklin hired Ruekert & Mielke, Inc. to prepare a public facilities needs assessment and impact fee study (2002 Impact Fee Study) for the construction of law enforcement and municipal court facilities and fire protection and emergency medical facilities, as well as library, park and recreation, transportation system and water system facilities. The needs assessment was prepared during February and March of 2002 in accordance with Wisconsin Statutes 66.0617, formerly Wisconsin Statutes 66.55, and was presented to the City on April 16, 2002. The City held a public hearing on the proposed impact fee ordinance on May 7, 2002. On May 7, 2002, the City adopted the impact fee ordinance imposing total impact fees in the amount of \$3,809. Since then, a 2004 amendment updated the law enforcement/municipal court and fire protection and EMS impact fees. Within the 2004 update most of the analyses remained unchanged with the exception of the development projections, land use projections, and a few of the estimated project costs for the police and fire facilities.” [Excerpt from the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013, as prepared by Ruekert & Mielke, Inc.”]

Additionally, in 2013 Ruekert & Mielke, Inc. prepared an “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013, which updated the original needs assessment to revise the land use, population, and development projections and which updated the park impact fee project lists, costs, and identified any new park projects or improvements that may be required due to new development. It then applied that revised information to an updated calculation of the parks, playgrounds, and other recreational facilities impact fee. Per Ordinance 2013-2117 which addressed the update, it had “the effect of reducing said impact fee from \$3,799 to \$2,816 per dwelling unit for single-family or two-family residential development and from \$2,534 to \$1,942 per dwelling unit for multi-family residential development.” The amendment was supplementary to and intended to be read in conjunction with the 2002 Impact Fee Study and the 2004 amendment. The amendment acted as an updated public facility needs assessment for the Park and Recreation Facilities.

In December of 2013 and January of 2014, the City of Franklin Department of Administration prepared an update at the direction of the Common Council that considered the exemption of public schools from application of each of the various impact fees and considered suspending for 2014 the annual increase in the parks, playgrounds, and other recreational facilities impact fee rates as provided for by §92-9 L of the Municipal Code of Franklin, Wisconsin. That amendment was also supplementary to and intended to be read in conjunction with the 2002 Impact Fee Study and the 2004 and 2013 amendments. At the time, no action was taken regarding the consideration of the exemption of public schools from application of each of the various impact fees. The suspension for 2014 of the annual increase in the parks, playgrounds, and other recreational facilities impact fee rates was approved in January 2014, retro active to January 1, 2014.

In 2015, an additional Park Impact Fee Update was completed which more thoroughly addressed park development issues and priority projects by incorporating the contents of an early 2015 adoption of a new Comprehensive Outdoor Recreation Plan: 2030. It also updated the refund of

impact fees procedures for consistency with state statutes. The update concluded that the park impact fees could rise to \$3,116 per dwelling unit for single-family or two-family residential development and to \$2,194 per dwelling unit for multi-family residential development. The respective fees remained at \$2,957 (approximately 95% of the allowable fee) and \$2,040 (approximately 93% of the allowable fee). A cover memo from the Director of Administration provided the following related information:

“The ordinance was prepared recommending that current fees would not be adjusted until the complete review of all impact fees was concluded. If the fees remained lower than allowed forever, the City would simply be unable to complete all listed projects or would have to contribute additional resources from another source. A city may set the fees at a level below the level that the assessment concludes, but it cannot exceed the level concluded by the assessment.”

Lastly on March 1, 2016, the Common Council adopted Resolution No. 2016-7177, “A Resolution to Extend by Three Years the 10-Year Time Limit for Using Parks, Playgrounds, and Land for Athletic Fields Impact Fees Collected After April 10, 2006.” The resolution was adopted based on the findings in a report prepared by the Director of Administration entitled “Report on the Application of the Statutory Authority to Approve an Extended Time Period for the Expenditure of Parks, Playgrounds, and Land for Athletic Fields Impact Fees Beyond the Initially Authorized 10-Year Period for Such Fees Collected After April 10, 2016.” The resolution extended the 10-year time period for expending the applicable park impact fees “for three years...due to extenuating circumstances or hardship in meeting the 10-year limit and that such extension shall remain in place through December 31, 2022.”

The purpose of this update is to address three items. First, addressed herein as Part 1, the Common Council wishes to consider the exemption of public schools from application of each of the various impact fees. Second, addressed herein as Part 2, the Common Council wishes to consider if it is reasonable and appropriate to suspend, effective January 1, 2020, the automatic 5% annual increase in the various City of Franklin impact fee rates as currently provided for by the Municipal Code of Franklin, Wisconsin. Third, addressed herein as Part 3, it is necessary to incorporate into the Municipal Code amendments to Wis. Stat. § 66.0617, including those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243.

This amendment is supplementary to and intended to be read in conjunction with the 2002 Impact Fee Study and the 2004, 2013, 2014, and 2015 amendments. This amendment, in conjunction with the documents previously referenced, acts as an updated public facility needs assessment.

METHODOLOGY

“The public facilities needs assessment prepared in 2002 included the following, as required by Wisconsin Statutes 66.0617:

1. An inventory of existing public facilities including an identification of existing deficiencies in the quantity or quality of those public facilities, for which it was anticipated that an impact fee would be imposed.

2. An identification of new public facilities or improvements or expansions of existing public facilities that will be required because of new land development. The identification was based upon an explicitly identified level of service and standards.
3. A detailed estimate of the capital costs of providing the new public facilities or improvements or expansion previously mentioned.
4. A computation of the cost per capita of providing the new public facilities required because of new land development, and a recommended schedule of impact fees, including an estimate of the effect of imposing impact fees on the availability of affordable housing within the City.”

[Excerpt from the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013 as prepared by Ruekert & Mielke, Inc.”]

As noted in the introduction, the 2013 and 2015 amendments updated such sections in relation to the parks, playgrounds, and other recreational facilities impact fee and calculated a new parks, playgrounds, and other recreational facilities impact fee. Each amendment has noted that it updates, and not replaces, the original needs assessment, which is the same for this update. (“Update” and “Amendment” have been used interchangeably and in conjunction with one another throughout the documents over the last couple decades.) As such, this additional amendment to the 2002 Impact Fee Study and the 2004 Impact Fee Update, etcetera, incorporates all of the information required of a Public Facility Needs Assessment as identified in Wis. Stats 66.0617.

PART 1. EXEMPTION OF PUBLIC SCHOOLS FROM SUBJECTION TO IMPACT FEES.

On November 5, 2013, the Common Council adopted Resolution No. 2013-6924, incorporated below, which directed that an ordinance be prepared for consideration to “provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.”

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2013-6924

A RESOLUTION DIRECTING STAFF TO INVESTIGATE AND PREPARE AN ORDINANCE EXEMPTING PUBLIC SCHOOL DISTRICTS FROM SUBJECTION TO CITY-IMPOSED IMPACT FEES AS SET FORTH IN SECTION 92-9 OF THE MUNICIPAL CODE

WHEREAS, the City of Franklin previously adopted Impact Fees related to park, playground, and other recreational facilities; fire protection and emergency medical facilities; law enforcement facilities, transportation facilities; and the Southwest Sanitary Sewer Service Area extension facilities that require developers to pay for the capital costs that are necessary to accommodate land development; and

WHEREAS, public school districts function similar to units of local government having the ability to levy property taxes and requiring the election of resident citizens to serve on the School Board and other units of government, specifically the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin are exempted by local definition from paying such impact fees as may apply to institutional development, and

WHEREAS, any impact fee charged to a public school district would effectively be passed through to all of the property tax payers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth and development of the public school district are already subject to impact fees through application of residential development impact fee rates; and

WHEREAS, a public school district may appeal the imposition or amount of imposition of an impact fee but failure to appeal or differences in the conclusions of such appeals could lead to inconsistent application of impact fees upon development by public school districts, which development should all be treated in a similar manner.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does hereby direct the Director of Administration, with the advice and direction of the City Attorney, to prepare an ordinance revision to Section 92-9 "Impact Fees" to provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.

BE IT FURTHER RESOLVED that, unless otherwise restricted by law, such ordinance shall be retroactive to January 1, 2013, and shall provide that or allow for any such applicable impact fees collected since that date from or on behalf of a public school district be refunded.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013 by Alderman Skowronski

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013

APPROVED:



Thomas M. Taylor, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

Based on communication at the time from Ruekert & Mielke (the City's primary consultant in the area of impact fees), the City's impact fees, as currently established and applicable on a non-residential or institutional development basis, would be applied to schools "expanding for growth of student population." They noted that "if they are performing a renovation project to improve an older school or replace an outdated school this school would not be subject to impact fee charges unless there is an enlargement in student population or staff."

Upon inquiry, however, Ruekert & Mielke did not indicate that they specifically anticipated impact fee revenue to be generated by new public school development. A review of the 2002 Impact Fee Study does show that the "Governmental and Institutional" land use category is considered relative to existing and planned land uses and construction of additional floor area. This category specifically notes that it "Includes Institutional District." This distinction is relevant because the Institutional District has a broad range of facilities that are considered permitted or special uses within the district.

Section 15-3.0312 I-1 of the Unified Development Ordinance indicates that the "Institutional District is intended to: 1. Eliminate the ambiguity of maintaining, in unrelated use districts, areas which are under public or public-related ownership and where the use for public, or quasi-public

purpose, is anticipated to be permanent.” As noted above, however, the district is not limited to such uses, the Institutional District has a broad range of facilities that are permitted or special uses including, but not limited to, the following: utilities, lumber yards, hardware stores, nurseries, gift shops, funeral services, dance studios, theatrical producers and services, various health care services and facilities, and convenience stores (Per Table 15-3.0603 of the Unified Development Ordinance). Additionally schools, governmental buildings, religious organizations, and libraries are included as permitted or special uses in this district. As a conclusion, it is easy to see that construction of additional square footage of floor space in the Institutional District, as contemplated in the Impact Fee Study, does not limit itself to governmental buildings, churches, schools, and the like. The additional square footage of floor space includes all of these potential other permitted and special uses that could occur with the Institutional District and which would logically be subject to impact fees.

That being the case, it is reasonable to conclude that the Impact Fee Study did not specifically consider and incorporate anticipated revenue from development of public schools.

There is also a logical consideration for the exemption of public schools from consideration of the application of impact fees. As noted by the Common Council in Resolution 2013-6924, “any impact fee charged to a public school district would effectively be passed through to all of the property taxpayers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth...” Therefore, the intended cost of new development is passed directly to those causing new development under the ordinance if public school development is exempted, provided such revenue is not anticipated. In such an instance, the impact fee rates will be set at levels necessary to generate the necessary impact fee revenue from only those to whom the fee directly applies. They would not be set at a reduced level that incorporates impact fee revenue paid indirectly by non-new-growth property taxpayers of the school district. It is worth repeating, therefore, that the current fees as previously set were not set too low if schools are now exempted, because there is no evidence that the anticipated revenue levels specifically anticipated or included a revenue stream from public school development.

In addition to the logical argument presented above, public school district’s share a similarity with other organizations already excluded from City of Franklin impact fees levied on institutional development. Chapter 92 provides in the definition of “Institutional Development” that “The construction or modification of improvements to real property by the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin are not institutional development for the purposes of this section.” The reasoning for this exemption is not identified, but one obvious similarity between these entities is that each obtains a substantial portion of its operating revenues through taxation. A characteristic that a public school district shares, whereas most developers are not taxing bodies.

As noted above, this issue has been before the Common Council once before in January of 2014. One might consider that a review of what occurred at that time could be instructive or informative for the current consideration. That, however, is not the case. Despite unanimously approving a resolution directing that the facility needs study be updated and an ordinance be prepared to eliminate public schools from application of the various impact fees, the motion to approve the

ordinance failed due to a lack of a second. No further direction was given, nor was a basis provided such inaction. As such, that event is not instructive or useful to the current consideration.

Given the above discussion, there is no basis to conclude that exclusion of public schools from application of the impact fees would impact the conclusions reported in the Impact Fee Study or its subsequent updates or amendment. Additionally, at the time of the preparation of this amendment, no clear statutory prohibition against an exemption of public schools from application of an impact fee has been identified. Therefore, based on the arguments presented above, it would be reasonable to consider and adopt an ordinance excluding public schools from application of City of Franklin impact fees levied on institutional development. This action effectively excludes public school districts from application of all of the various impact fees applied by the City of Franklin, since public school districts would not, by definition, fall into any of the other categories of development to which impact fees are applied, such as, for example, “residential development.”

PART 2. SUSPEND THE 5% ANNUAL INCREASE IN IMPACT FEE RATES.

Background: Section §92-9 L. of the Municipal Code of Franklin provides that “The impact fees imposed under this section shall be increased annually at the rate of 5%, with the adjustment effective January 1 of each year, except 2014.” The ordinance does not specify the intent of this annual increase, but it is clearly understood from the historical record that this annual increase serves to ensure that the fee remains up-to-date with costs and inflationary factors that will impact the expenditure side of impact fee related projects.

Importantly, the Southwest Sanitary Sewer Service Area Impact Fee is exempted from this 5% increase because it is subject to an automatic annual rate increase tied to the Bureau of Labor Statistics’ Consumer Price Index for All Urban Consumers (CPI-U). This particular impact fee was first adopted in 2013 and has been subject to the moderate increases of the CPI-U, which only increased about 6.6% between January of 2013 and January of 2019. As such, the rationale presented below for suspending annual increases will not apply to the Southwest Sanitary Sewer Service Area and is intended only to apply to those impact fees with an automatic annual 5% rate increase.

As noted in the “Introduction” above, in 2013 Ruekert & Mielke, Inc. prepared an “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013. That study updated the original needs assessment to revise the land use, population, and development projections. It also updated the park impact fee project lists, costs, and identified any new park projects or improvements that may be required due to new development. It then applied both sets of revised information to an updated calculation of the parks, playgrounds, and other recreational facilities impact fee. The end result after amendment to the ordinance was a reduction in the parks, playgrounds, and other recreational facilities impact fee from \$3,799 to \$2,816 per dwelling unit for single-family or two-family residential development and from \$2,534 to \$1,942 per dwelling unit for multi-family residential development.

Both sets of adjustments impacted the final rates as determined in the review of the parks, playgrounds, and other recreational facilities impact fee. Obviously, the final calculated fee was impacted by the park development specific data and plans. The land use, population and

development projections, however, will have broader implications across all the impact fee types included in Section §92-9 of the Municipal Code. An amendment to each of these sections is currently contracted for and underway with Ruekert & Mielke, Inc. At the time, the parks-related fee was simply accelerated due to a specific project need; otherwise all impact fee areas would have been addressed within one amendment.

The updating of the population projections, for example, “are extremely important in the calculation of impact fees as future development is one of the driving factors in the impact fee calculation.” [Excerpt from the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013.] At the same time, the Common Council has an obligation to consider and determine that a proposed impact fee bears a rational relationship to the need for new, expanded and improved public facilities. Similarly, Section §92-9 L. of the Municipal Code anticipates that the Common Council needs to determine “that the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development.” To that end, it provides further that “Upon such considerations and for such purpose, the Common Council may make reasonable adjustments to the amount of such fees...”

Given the requirements of the statute and the Municipal Code and given the allowance that the Common Council may make reasonable adjustments to the amount of such fees, it is clearly reasonable for the Common Council to conclude that reevaluation of the automatic annual 5% increase in the impact fee rates is an appropriate consideration. The following factors are worthy of consideration in evaluating discontinuing the automatic annual increase in rates at this time.

1) The impact fee most recently reviewed in detail was the Park Impact Fee. When reviewed in 2013, the result was a decrease in the Park Impact Fee on single-family and two-family residential units of \$983, or nearly 26%, and on multi-family residential units of \$592, or just over 23%. The discussion above points out that some of the factors that influenced the reduction were factors that would only impact the Parks Impact Fee, such as changes in the project listing. On the other hand, the discussion also identifies that some of the factors that influenced the reduction are factors that could also impact rate calculations for the other various impact fees. It did not, however, parse out the impact of each factor on the final rate adjustment. As such, one cannot conclude the degree to which the rate change was caused by adjustments to population, land use, and development rates; nor can one conclude exactly how other factors may influence the other impact fee rates.

The significant reduction in the park impact fee following the 2013 amendment suggests that it is possible that the remaining impact fee rates will experience a need for a reduction when the study is completed or will require a shift in allocation between types of development. That expected impact on the other areas can be inferred, but not calculated from those results. It is not unreasonable, therefore, to anticipate that when the current, contracted full-review of all impact fee calculations is completed, these fees may see a reduction or a shift in allocation between types of development. A similar result occurred with the 2004 update. Therefore, suspending automatic increases at this time may help limit the magnitude of any reduction or shift in allocation between development types following the release of the full report, which increases the relative reasonableness of the then current fee.

2) Following the 2015 review of the Park Impact Fee and the update to incorporate additional projects and the new CORP, the conclusion was that Park Impact Fees could be increased by approximately 5.4% per dwelling unit for single-family or two-family residential development and by approximately 7.5% per dwelling unit for multi-family residential development. The Common Council did not, however, impose those increases. As such, the most recent action of the Common Council related to impact fee rates was to be cautious in imposing a rate increase. Suspending the automatic increase in rates pending completion of the study that is underway, would be consistent with that caution and with a similar suspension in the automatic increase that was adopted for 2014.

3) With the automatic annual increase previously suspended for 2014 and with the Park Impact Fee rates reviewed in 2015 without further adjustment (despite allowable room for adjustment), January 1, 2015 can arguably be considered a base-line or a starting point for rate comparisons or considerations. Since that time, each of the various impact fees, except the Southwest Sanitary Sewer Services Areas Extension Facilities, increased 5% per year for 2016, 2017, 2018, and 2019. Considering the compounding impact of annual increases, the total impact on each rate was a 21.55% increase. Another automatic 5% increase in 2020 would amount to a total increase since 2015 of 27.63% when considering compounding.

The expectation would be for fee rates to increase in relation to potential increases in the costs of projects, which could include land, commodities (such as parks equipment), and construction (labor). There are not great publicly available sources for such data that is directly applicable to the broad nature of the public projects that could benefit from use of impact fees. Nonetheless, the Bureau of Labor Statistics (BLS) does provide various measures that provide perspectives on inflationary growth. Their most commonly used measure is the CPI-U, the Consumer Price Index for all Urban Consumers. From January 2015 through October 2019 (the most recent number published), inflation grew about 15.5%. Their Producer Price Index (PPI) for new warehouse building construction, not seasonally adjusted, increased about 16.5% over the same period. The City Assessor suggested using BLS's Price Index of New Single-Family Housing Under Construction. The BLS has two different such measures known as the Laspeyer and the Fisher models, which have increased about 19.6% and 18.7%, respectively, over that same period. Lastly, the RSMMeans Construction Cost Indexes, a privately developed model (and registered trademark) that appears to be well respected in the construction industry, also publishes two models referred to as the Historical Cost Index and the Current Index, which report 2015 to January 2020 (estimated) increases of about 15.9% and 16.0%, respectively.

There is one arguably valid purpose for not suspending the automatic annual 5% rate increases. A number of the fees are experiencing revenue streams that are insufficient to pay the principal and interest on money borrowed to fund projects already completed. The Transportation Facilities Impact Fee is currently approximately \$270,000 behind on debt payment obligations. The Library Facilities impact fee is behind nearly \$920,000. The Law Enforcement Facilities Impact Fee is over \$1.5 million behind. The problem, however, is that these impact fees falling behind in expectations suggests development reality has not paralleled the development expected within the earlier studies. That is the reason that a current study is underway.

An important factor in considering the cause for these current shortfalls is recognizing that the Fire Protection and Emergency Medical Facilities Impact Fee and the Law Enforcement Facilities

Impact Fee, for example, have multiple categories of development that are each charged a different rate for their impact: Single-Family, Two-Family, Multi-Family, Commercial, Industrial, and Institutional. A significant component of the problem may be the nature of the allocation of costs to development type versus actual development patterns. This was the case with the 2004 update that led to an increase in the Law Enforcement and Fire Protection rates. The Transportation Facilities Needs Assessment assigned 46% of the allocated share of future growth costs to institutional development, around 25% each to industrial and commercial development, and 5.6% to residential development. Clearly the industrial, commercial, and institutional development patterns have not borne their anticipated share of the load. The 2004 update, in the Introduction, provides some indication as to what might have occurred.

“Impact fees...were computed based on land use plans contained in the City’s Comprehensive Master Plan and subsequent amendments and the Franklin First Development Plan, which was completed as part of the process of updating the Comprehensive Master Plan. Both plans emphasized the goal of increasing the non-residential percentage of the City’s tax base, and identified multiple areas of high priority for commercial and business park development. Accordingly, the development projections used in the 2002 Impact Fee Study included a large percentage of nonresidential development. Due to economic and other factors, the City has not been able to realize the pace of nonresidential development that would be needed to absorb the land allocated for such uses...”

Development patterns during the significant economic crisis at the end of that decade would likely have exacerbated, not resolved, the problem. The key takeaway from this discussion is not that the across-the-board increases should remain in order to generate added revenue; but, rather, that the impact fee study that is currently underway must be completed to re-evaluate the allocation of impact fee costs between development types or based on changes in the development patterns and population patterns that have ensued. Therefore, any automatic annual increase would, arguably, enhance any current discrepancies. Statute and local ordinance dictate that the fees imposed continue to “represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development.” This standard should be applied not only for the total amount of costs allocated to new development, but for the costs of new development allocated to development type.

One additional item to consider within the upcoming study will be the length of time that the Council plans for pay back on the impact-fee eligible projects that have occurred. Fees could be reduced, expanding the period of time over which they are applied. Or, fees could be increased, reducing the period of time over which they are applied. This is a policy decision that would need to be addressed by the Common Council. Any study underway would presumably address this issue of the period of application, which is presumably at least as long as the life of the applicable infrastructure initially built.

Additionally, when considering the average annual collection since 2013 for the Water, Transportation, Fire Protection, Law Enforcement, and Library fees, and factoring in a suspension of the 5% increase beginning January 1, 2020, and assuming, for example, that the new study could be completed and adopted within 4 months; the total amount of impact fees forgone would be approximately \$10,000. The amount spread over the five fees would be inconsequential in the

short-term. The potentially skewed impact on an individual development of certain development types, however, could be more substantial. Exactly how skewed, however, cannot be known until the current study is completed. As such, the City could judiciously consider its charge to strive for “an equitable and reasonable apportionment” and suspend the 5% automatic annual increase pending completion of the study underway.

The bottom line is that the first two factors listed above imply a potential chance that the rates will need to decreased following the conclusion of the main review. The third factor above shows that an additional automatic increase of 5% on January 1, 2020 would clearly create a growth in impact fee rates that outpaces the need required by inflationary factors. On the other hand, suspending the automatic annual 5% rate increases retains the total increase since 2015 at 21.55% which should align well with continued increases during 2020 in the various tools noted above. Even the argument for retaining the fee increases ultimately suggests that the 5% automatic fee increases should be suspended pending conclusion of a study. Suspending the automatic annual increases beginning January 1, 2020 and pending the completion of an update to all impact fees, should not, over the long term, negatively impact the desired results (anticipated revenues versus anticipated expenses) from the currently adopted Public Facility Needs Assessment, including all of its updates and amendments. Furthermore, it would be a reasonable consideration to allow time for the current more detailed review of all impact fee areas to be completed such that new fees can be established based on project specifics, updated development patterns, and a verified equitable and reasonable apportionment.

In conclusion, pending completion of the impact fee review currently underway, the automatic annual 5% increase in impact fee rates, that applies to all impact fees except the Southwest Sanitary sewer Service Area Extension Facilities Impact Fee, should be suspended beginning January 1, 2020.

PART 3. To Incorporate into the Municipal Code Amendments to Wis. Stat. § 66.0617, particularly those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243.

It is necessary to incorporate into the Municipal Code certain amendments to Wis. Stat. § 66.0617, particularly those related to the collection and disbursement of impact fees, pursuant to 2017 Wisconsin Act 243. This act was enacted April 3, 2018. Following is the text from 2017 Wisconsin Act 243 that addresses impact fees.

Excerpt from 2017 Wisconsin Act 243:

<p>SECTION 10S. 66 0617 (6) (am) of the statutes is created to read: 66 0617 (6) (am) May not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed</p> <p>SECTION 10U. 66 0617 (6) (fm) of the statutes is created to read. 66 0617 (6) (fm) May not include expenses for operation or maintenance of a public facility</p>
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Excerpt from 2017 Wisconsin Act 243 (continued):

SECTION 11. 66.0617 (6) (g) of the statutes is amended to read:

66.0617 (6) (g) Shall Except as provided under this paragraph, shall be payable by the developer or the property owner to the municipality in full upon the issuance of a building permit by the municipality. Except as provided in this paragraph, if the total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

SECTION 13. 66.0617 (7r) of the statutes is created to read

66.0617 (7r) **IMPACT FEE REPORTS.** At the time that the municipality collects an impact fee, it shall provide to the developer from which it received the fee an accounting of how the fee will be spent.

SECTION 14. 66.0617 (9) (a) of the statutes is renumbered 66.0617 (9) and amended to read:

66.0617 (9) **REFUND OF IMPACT FEES.** ~~Subject to pars. (b), (c), and (d), and with regard to an impact fee that is collected after April 10, 2006, an ordinance enacted under this section shall specify that impact~~ Except as provided in this subsection, impact fees that are collected by a municipality within 7 years of the effective date of the ordinance, but are not used within 10 8 years after the effective date of the ordinance they are collected to pay the capital costs for which they were imposed, shall be refunded to the current owner of payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub (8). The ordinance shall specify, by type of public facility, reasonable time periods within which impact fees must be spent or refunded under this subsection, subject to the 10-year limit in this paragraph and the extended time period specified in par. (b). In determining the length of the time periods under the ordinance, a municipality shall consider what are appropriate planning and financing periods for the particular types of public facilities for which the impact fees are imposed. Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub (8). The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10-year limit, it needs an additional 3 years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this subsection. For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under sub (6) (g).

SECTION 15. 66.0617 (9) (b) of the statutes is repealed.

SECTION 16. 66.0617 (9) (c) of the statutes is repealed.

SECTION 17. 66.0617 (9) (d) of the statutes is repealed

The Wisconsin Legislative Council, a nonpartisan body of the State that, among their other duties, supports effective lawmaking by preparing legal and informational publications for Legislators and the public, prepared a brief description of the Act within their “Wisconsin Legislative Council Act Memo, dated May 10, 2018.” That summary follows.

“CHANGES RELATING TO IMPACT FEES

Generally, under state law, impact fees are payable to a municipality upon issuance of a building permit by the municipality. [s. 66.0617 (6) (g), Stats.] For impact fees in excess of \$75,000, the Act specifies that a developer may defer payment for a period of four years from the date of issuance of a building permit, or until six months before the municipality incurs costs related to the development

for which the fees were imposed, whichever is earlier. If the developer elects to defer payment, the developer shall maintain a bond or irrevocable letter of credit in the amount of the unpaid fees. Payments may not be deferred for fees on projects that have previously been approved. The Act also directs a municipality that collects an impact fee to provide the developer with an accounting of how the fee will be spent.

Additionally, state law describes the timeframe after collection in which impact fees must be used. Generally, prior law required impact fees to be used within a reasonable amount of time after collection, or they must be returned with interest. [s. 66.0617 (9), Stats.] Generally, the Act specifies that impact fees that are not used within eight years must be refunded to the payer with interest. Fees collected for costs related to lift stations or sewage treatment or collection must be used within 10 years, unless the municipality adopts a hardship resolution to extend the time period for an additional three years.

The Act specifies that an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit. The Act also limits the imposition of impact fees to specify that impact fees may not be imposed for increases in service capacity greater than the capacity necessary for the development for which the fee is imposed and that fees may not include expenses for operation or maintenance of a public facility.

State law provides that a person aggrieved by any fee imposed by a political subdivision may appeal the reasonableness of the fee in relation to the service for which the fee is imposed by filing a petition. Prior law required the petition to be filed within 60 days after the fee's imposition. [s. 66.0628 (4) (a), Stats.] The Act revises the filing deadline to 90 days after the fee is due and payable."

Not every component of each section of State statute has to be incorporated within a municipal code on the same topic. Items not directly referenced in the municipal code are still required to be followed. What must be avoided is conflict between language in the municipal code and the State statutory requirements. It is also useful to avoid exclusion from the municipal code of State statutory language that could lead to confusion in application of the municipal code under the broader authority of and requirements of the State statutes.

In the case of Act 243's creation of 66.0617 (6) (am) and 66.0617 (6) (fm), these create additional "Standards for Impact Fees" listed in 66.0617 (6). Most of these "Standards" are not directly repeated within the Municipal Code, so it is not mandatory that they be repeated at this time, particularly since they do not create any conflict with language within the Municipal Code. The creation of 66.0617 (7r), Impact fee reports, similarly does not need repeating with the Municipal Code; it is simply an action step that the City must take in the administration of its impact fees.

On the other hand, the additional language added to 66.0617 (6) (g), which provides for a potential deferral of payment by a developer, does pertain to language currently reflected in the Municipal Code. Prior to Act 243, Section 66.0617 (6) (g), was a single sentence which was repeated, in substantially similar form, seven times in the Municipal Code; once each in each of the seven different impact fee types adopted by the City. Act 243, however, expands Section 66.0617 (6) (g), to a lengthy paragraph. For clarities sake, the proposed ordinance will remove the seven

individual sections and create one new section consistent with 66.0617 (6) (g) that applies to all 7 of the adopted impact fees. This same approach is used with Section 92-9 J of the impact fee portion of the Municipal Code relative to fee reductions.

The result is that the following sections of 92-9 would be deleted: C. (2), D. (2), E. (2), F. (2), G. (2), H. (3), and I. (3). They would be replaced by the creation of a new Section 92-9 O., “Payment and deferment,” which is slightly modified from the State Statute version to reflect limited, current municipal phrasing, as follows:

“Payment and deferment. Any impact fee imposed under this section, except as provided under this paragraph, shall be imposed as a condition of approval of any building permit for the subject land development, and shall be payable by the developer or the property owner to the City in full upon the issuance of such building permit. Except as provided in this paragraph, if the total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the City incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the City. A developer may not defer payment of impact fees for projects that have been previously approved.”

The amendment to 66.0617 (9), Refund of Impact Fees, requires amendment to Municipal Code Section 92-9 N., Refund of Impact Fees. Per the City Attorney, this section revision first applies to an impact fee imposed, meaning collected, on the effective date of Act 243, which is April 4, 2018. [Note April 3, 2018 versus April 4, 2018 is under review by the City Attorney.] As such, the Municipal Code must add a section incorporating the new requirements for fees collected on or after that date. At the same time, the City no longer holds any impact fees related Section 92-9 N. (3); therefore, this section can be repealed and replaced with the language needed for fees collected on or after April 4, 2018.

As such, the ordinance would need to replace 92-9 N. (3) with the following:

“With regard to an impact fee that is collected on or after April 4, 2018, except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay the capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in

meeting the 10-year limit, it needs an additional 3 years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this subsection. For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under 92-9 O.”

It would also be necessary to add period-closure wording to section N. (4) which is currently the open-ended or ongoing provision. It can be accomplished by adding “but prior to April 4, 2018” after the words “that is collected after April 10, 2013.”

Ensuring that the statutory time frames are applied across the various impact fees, it would then be appropriate to delete expired language and cross reference Subsection N, in a manner as follows: For sections D. (4), E. (4), F. (4), G. (4), and I. (4) replace “within 20 years of the date of payment” with “as described in Subsection N below”.

The following technical corrections would be incorporated into the ordinance but are not directly the result of Act 243. The changes reflect current statute.

Amend the definition of “Capital Costs” by adding “, vehicles;” before the words “or the costs of equipment to construct” in the final sentence.

Repeal and recreate the definition of “Impact Fees” as the following: “IMPACT FEES – cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer under this section.”

IMPACT ON AFFORDABLE HOUSING

The exemption of public schools from application of impact fees will not impact housing affordability from that as discussed in the prior study, updates, or amendments because, as discussed above, it should have no impact on the impact fee rates themselves.

The suspension of the annual, automatic 5% rate increase will not negatively impact housing affordability from that as discussed in the prior study, updates, or amendments because, as discussed above and for the same reason as referenced in the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013, proposing to suspend the rate increases effective January 1, 2020 effectively decreases the 2020 fees and fee rates in the short term and, as such, there should be no negative effect on housing affordability. This is particularly the case since the suspension will likely be short-term and lifted, re-evaluated, or re-established after completion of a more thorough update and study that is underway.

Incorporating statutory changes into the Municipal Code should not have any effect on affordable housing; however, any effect it might have would, presumably, be the effect intended by the State legislature with their statutory changes.

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December 27, 2019

To City of Franklin's Common Council

Attention Mayor Steve Olson

Subject Marquette Avenue for Letters and Petitions, Common Council Meeting for January 7, 2020

Enclosed are letters from Pack 538, Den 3, Wolves and parents (meeting at Pleasant View Elementary School) requesting prompt approval of the Marquette Avenue extension. Our group approached Alderperson Wilhelm as part of our Wolf Council to Fire – Duty to Country requirement. An important requisite involves learning about and helping to solve a community problem. The Marquette Avenue Project immediately got our group's attention because it directly impacts all of the Pack's scouts and families.

Our group would like to know what it will take for the City to extend Marquette Avenue approximately 1,000 feet.

We understand the City's dilemma of not wanting to be financially responsible for the road extension. However, because of the existing multiple access points to the developing surrounding properties, it's not the developers who need Marquette Avenue, it's the City and its residents. Developers have provided a significant design cost and are willing to donate road right of way for Marquette Avenue's upfront costs. Now is the time for the City to finish the job. Each day the City delays implementation is another day of continued risk to Franklin residents who simply want to enjoy their neighborhood and have full use of their tax payer parks, schools, pedestrian ways, and bike paths.

Enclosed are testimonials from the scouts and their adult partners. We hope you understand your civic duty and will act to provide safely planned neighborhoods and to keep residents safe.

Thank you for your time and serious consideration of this life-saving project.

Best regards,

Liz Charewicz
Den 3, Pack 538 Leader and
District 3 Resident
3909 W Heatheridge Drive
Franklin, WI 53132

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Mayor Olsen,
support safe routes
to school

-Victoria Zautke
(414) 687-2245

Dear Mary

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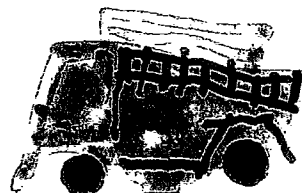
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Dear Mayor Olson,
Please Let the
New Road Go through
From 51st to Pleasant
View Elementary School.

We need to keep
Everyone safe.

Thank you,
Marilyn Kais

Dear Mayor Olson,

Please approve the Marquette project to connecting 51st Street and Pleasant View School. The current route from 51st to Rawson to 46th St. to Marquette is unacceptably long and narrow for first responders. Please help keep our children safe by making this road a priority.

Sincerely,

Renée Beaudot
Pleasant View
Parent

(414) 803-7936

Dear Mary

First of all I am sorry

that you are having a hard time

with the switch. I am not

sure if you are feeling

different. I am not sure

Sincerely

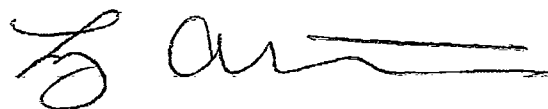
Love a lot

To Whom It May Concern—

My name is Elizabeth Astemborski. I am a Den Leader for Cub Scout Pack 538, a member of the Pleasant View PTO Board, and a mother of 3. I am writing to express my opinion that Marquette be expanded to 51st Street by Pleasant View Elementary.

Expanding this ~~to~~ would allow for safer, more efficient traffic flow for an exceedingly congested parent drop off and pick up line. More importantly in the event of an emergency, the School would be more easily accessible.

Thank you for your consideration,



Dear Mary:

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Please Make

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Dear Mary & Olaf,

Thank you for the

very nice gift of the

new book. I will be

happy to read it.

With love,

John

10/1/88

Thank

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Eric

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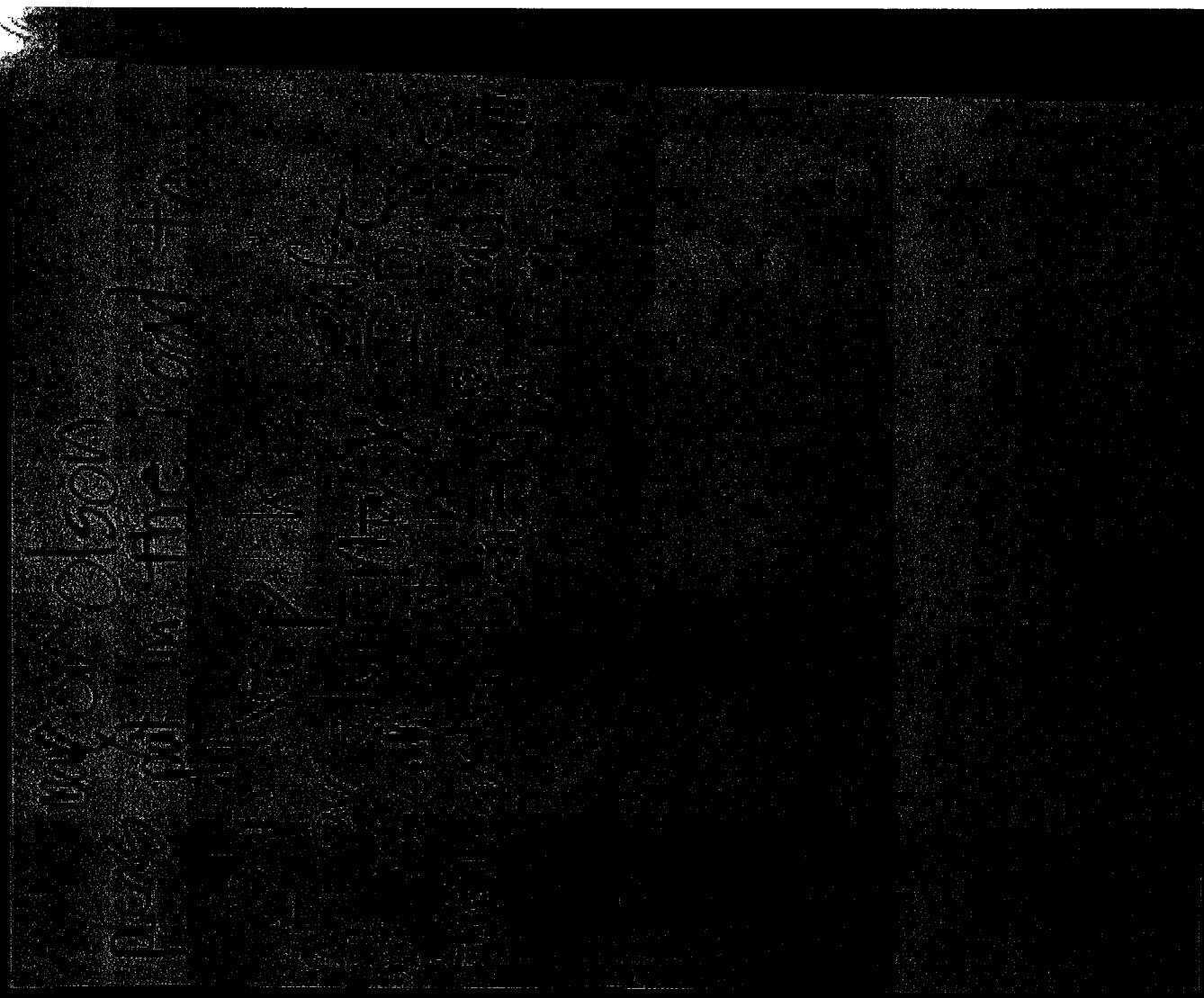
hope you will strongly recommend
ultimately approve the new plan connecting
Elst Street Person View Elementary School H
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>1/7/2020</i>
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G.I.(a)</i>

The Franklin Police Department received the following donations:

POLICE DONATIONS - GENERAL

12/10/19	Walmart	\$5000 00
----------	---------	-----------

POLICE DONATIONS - K9

12/10/19	Elaine Sievert	\$200 00
----------	----------------	----------

COUNCIL ACTION REQUESTED

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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 7, 2020
Reports & Recommendations	RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT FOR 8225 W. FOREST HILL AVENUE (FOREST PARK MIDDLE SCHOOL) TAX KEY NO. 838-9978-000	ITEM NO. <i>G. I. (b)</i>

BACKGROUND

As part of the development of the new Forest Park Middle School at 8225 W. Forest Hill Avenue (Tax Key Number 838-9978-000), a water main was constructed. The City Fire Department desires that the large mains be dedicated to the City to ensure proper operation when needed.

ANALYSIS

A permanent easement will allow the Franklin Water Utility the right of entry in and across the property and provide ability to build, construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect the water main that provides fire protection at the school.

It is recommended that the Common Council authorize the Mayor and City Clerk to sign and record said easement.

OPTIONS

- A. Accept the easement; or
- B. Provide further direction to staff.

FISCAL NOTE

Does not impact budgets.

RECOMMENDATION

(Option A) Motion to adopt Resolution No. 2020-_____, a resolution for acceptance of a Water Main Easement for 8225 W. Forest Hill Avenue (Forest Park Middle School) Tax Key No. 838-9978-000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____
RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT FOR 8225 W.
FOREST HILL AVENUE (FOREST PARK MIDDLE SCHOOL) TAX KEY NO. 838-9978-000

WHEREAS, an easement is required at 8225 W. Forest Hill Avenue to maintain and operate a water main for Forest Hill Middle School.

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 the
_____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Forest Park Middle School

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Franklin Public School District, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property located within the City of Franklin, Milwaukee County, Wisconsin, being part of the Northwest ¼ of the Southeast ¼ of Section 16, Township 5 North, Range 21 East, as described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property, a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit 'B', and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Northwest ¼ of the Southeast ¼ of Section 16, Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area") and depicted on Exhibit D attached hereto

UPON CONDITION

- 1 That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns)
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."
- 3 That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
- 4 That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.

- 5 That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
- 6 All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5 12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements, except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
- 7 The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 9 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 10 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 11 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 12 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
- 13 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
- 14 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 16 It is understood that in the event the above described Real Estate may become portions of public streets, in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
- 17 That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF 11-5, 2019

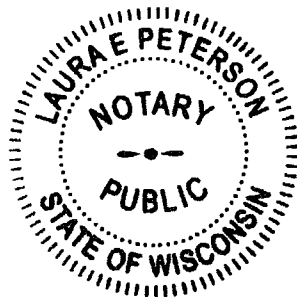
Franklin Public School District
By [Signature]
James Milzer Director of Business Services

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

SS

Before me personally appeared on the 5 day of November, 2019, the above named

James Milzer, Director of Business Services of Franklin Public School District
(Name printed) (Title) (Development)
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 5/31/2022

CITY OF FRANKLIN

By Stephen R. Olson, Mayor

By Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

SS

On this _____ day of _____, 201____ 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 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 _____, 201____

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 201____, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written

a Wisconsin Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN SS
COUNTY OF MILWAUKEE

On this, the _____ day of _____, 201____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name _____
Notary Public _____
State of _____
County of _____
My commission expires on _____

This instrument was drafted by the City of Franklin

Approved as to contents
Date _____

Manager of Water Works of Franklin

Approved as to form only
Date _____

City Attorney

NOT APPLICABLE

EXHIBIT A
DESCRIPTION OF PROPERTY

The Northwest Quarter of the Southeast Quarter of Section 16 Township 05 North, Range 21 East,
City of Franklin, Milwaukee County, Wisconsin



EXHIBIT B

GRAPHIC SCALE FEET

NW ¼ - SE ¼ OF
SEC 16-05-21

20 PUBLIC
WATER MAIN
EASEMENT

20' PUBLIC
— WATER MAIN
EASEMENT

20 Sep 2019 12:37p Mc:\Plunkett\ Raysich\160360_Forest Park Middle School Franklin\CADD\160360 Watermain Easement Exhibit-KJEN.dwg by: kjen

vierbicher
planners | engineers | advisors

Phone (800) 261-3898

FN: 160360
DATE 08/16/2017
REV: 09/20/2019
Drafted By: MMAR
Checked By: PKNU

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, WI 53132-9705

SHEET
1 OF 1

EXHIBIT C

DESCRIPTION OF EASEMENT AREA

A twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows

Commencing at the Northeast corner of the NW ¼ - SE ¼ of said Section 16, thence S00°32'22"E along the East line of the NW ¼ - SE ¼ of said Section 16, 40.00 feet to a point lying 40.00 feet south of and perpendicular measure to the North line of the NW ¼ - SE ¼ of said Section 16, thence S88°41'19"W along a line parallel with and 40' South of and perpendicular measure to said North line of the NW ¼ - SE ¼ of said Section 16, 227.89 feet to the point of beginning, thence S01°18'35"E, 38.14 feet, thence S42°58'11"W 76.38 feet to Reference Point #1, thence N88°54'11"E, 19.45 feet, thence S46°05'49"E, 55.31 feet, thence S07°37'33"W, 94.10 feet to Reference Point "A", thence continuing S07°37'33"W, 60.05 feet, thence S37°22'27"E, 196.00 feet; thence S82°22'27"E, 33.94 feet to Reference Point "B", thence continuing S82°22'27"E, 15.06 feet; thence S37°22'27"E, 49.70 feet, thence S07°37'33"W, 65.49 feet, thence S52°48'03"W, 196.16 feet to Reference Point "C", thence continuing S52°48'03"W, 119.69 feet, thence S85°35'06"W, 108.46 feet to Reference Point "D", thence continuing S85°35'06"W, 41.16 feet, thence N80°49'44"W, 119.62 feet; thence N40°11'37"W, 131.01 feet, thence N65°05'40"W, 10.20 feet to Reference Point "E", thence N62°15'31"W, 13.66 feet, thence N69°17'06"W, 37.27 feet, thence S89°46'19"W, 5.28 feet to Reference Point "F", thence N00°00'50"E, 226.94 feet to Reference Point "G", thence continuing N00°00'50"E, 122.12 feet to Reference Point "H", thence S89°37'10"E, 155.38 feet, thence N52°37'33"E, 162.67 feet to Reference Point "I", thence continuing N52°37'33"E, 113.65 feet, thence N88°54'11"E, 61.99 feet to said Reference Point #1, thence N42°58'11"E, 76.38 feet, thence N01°18'35"W, 38.14 feet to the point of beginning and the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the north by a line 40.00 feet south of, parallel with, and perpendicular measure to the said North line of the NW ¼ - SE ¼ of Section 16

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "A", thence S82°22'27"E, 32.52 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the east by a line bearing S07°37'33"W

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "B", thence N07°37'33"E, 22.87 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the north by a line bearing S82°22'27"E.

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "C", thence N37°17'34"W, 145.71 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the north by a line bearing S52°48'03"W

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "D", thence S05°58'32"E, 33.42 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the south by a line bearing S84°01'28"W

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "E", thence N00°00'00"E, 21.87 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the north by a line bearing N90°00'00"E

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "F", thence S00°00'50"W, 60.00 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the east by a line bearing S89°59'10"E

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "G", thence S89°59'10"E, 45.42 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the east by a line bearing N00°00'50"E

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "H", thence N00°00'50"E, 19.82 feet to Reference Point "J", thence continuing N00°00'50"E, 230.91 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the north by a line 40.00 feet south of, parallel with, and perpendicular measure to the aforementioned North line of the NW ¼ - SE ¼ of Section 16

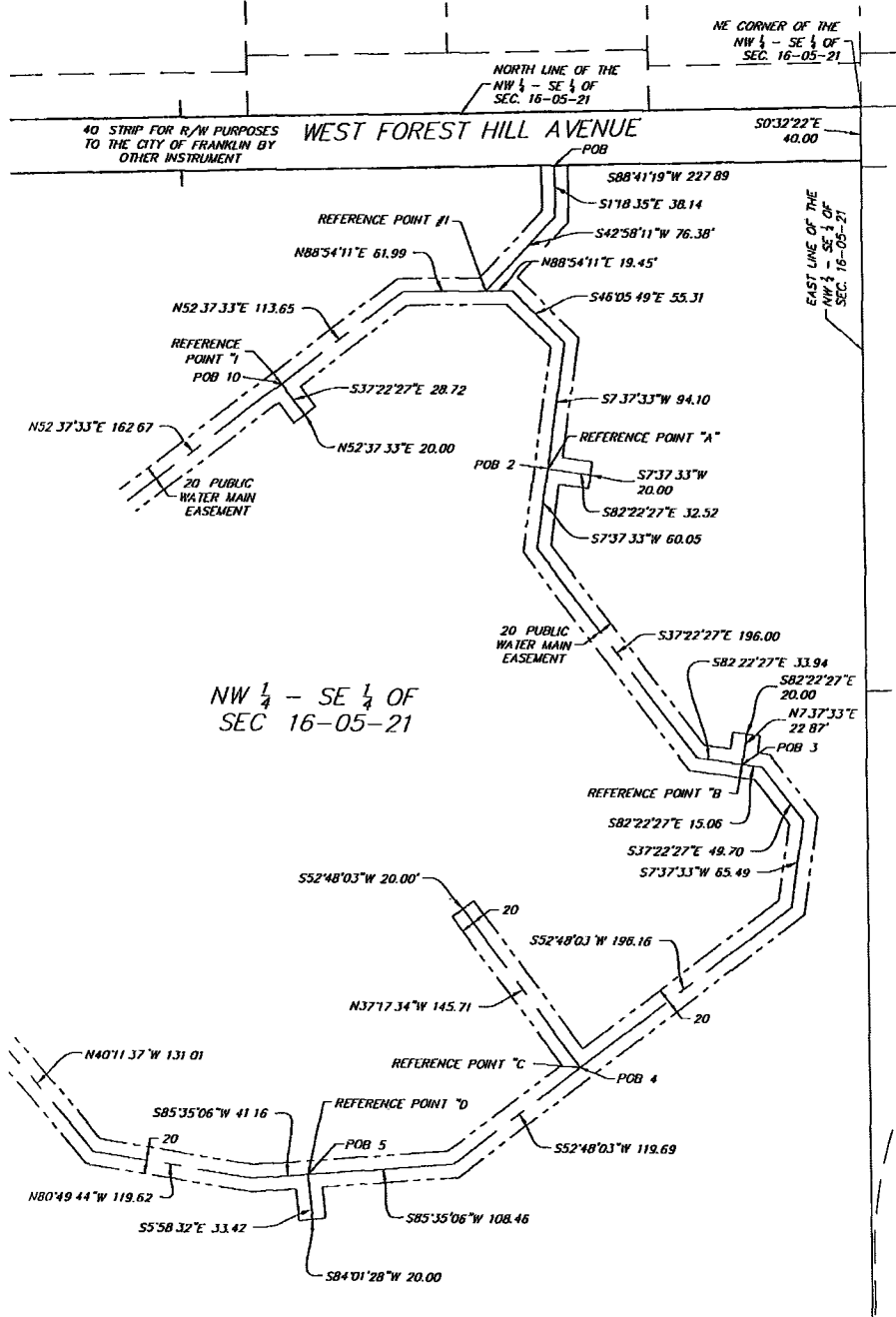
TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows Beginning at said Reference Point "I", thence S37°22'27"E, 28.72 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the south by a line bearing N52°37'33"E

TOGETHER WITH a twenty-foot (20') wide public water main easement over, under, and across part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which being more fully described as follows. Beginning at said Reference Point "J", thence N88°19'56"W, 107.31 feet to the end of said described centerline. The sidelines of said easement are to be prolonged or shortened so as to terminate on the west by a line bearing N01°40'04"E



EXHIBIT D

GRAPHIC SCALE FEET
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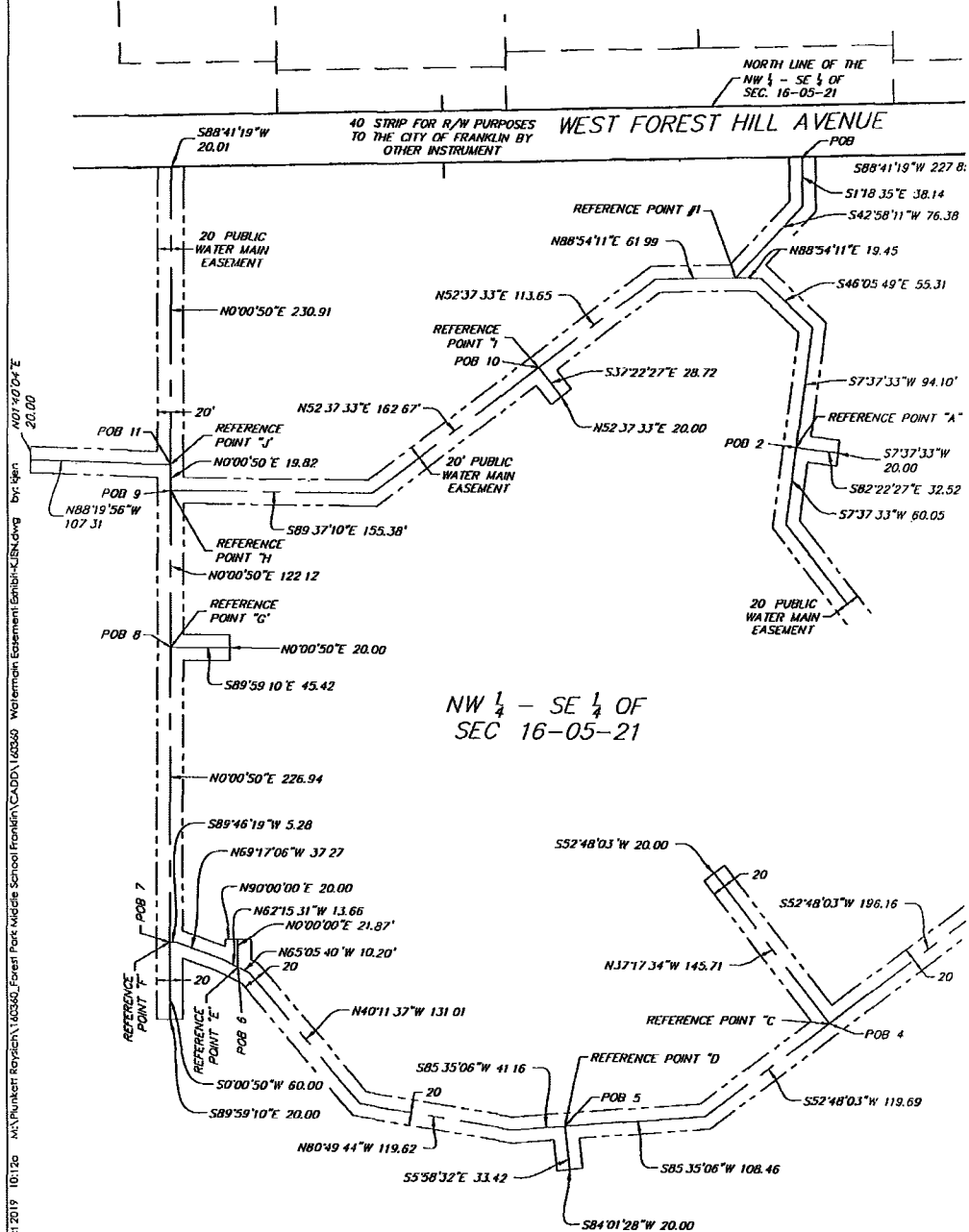
19 Aug 2019 2:39p M:\Plumett Royich\160360_Forest Park Middle School Franklin\CADD\160360 Watermain Easement Exhibit.dwg By: mmr

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

FN: 160360
DATE: 06/16/2017
REV: 08/19/2019
Drafted By: MMAR
Checked By: PKNU

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, WI 53132-9705

SHEET
1 OF 3



Phone: (800) 261-3898

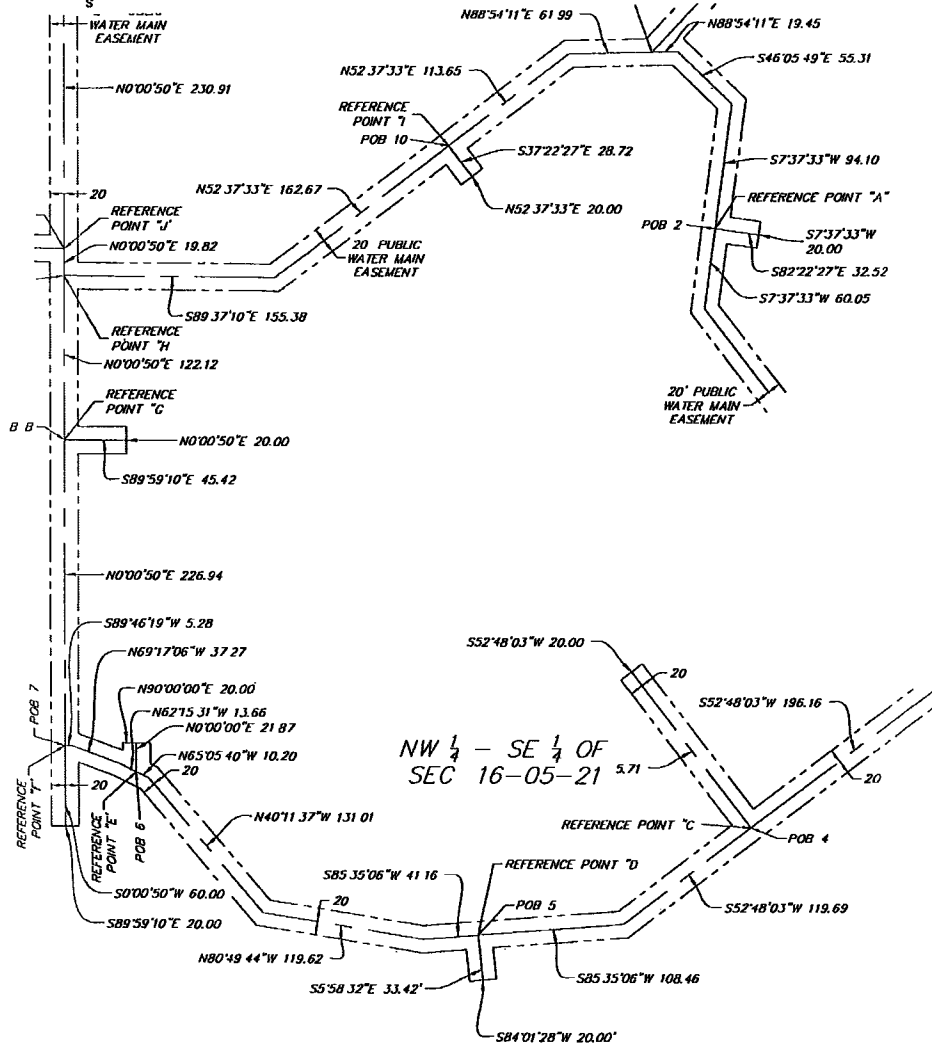
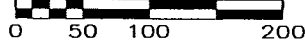
FN: 160360
DATE 08/16/2017
REV 09/20/2019
Drafted By: MMAR
Checked By: PKMU

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, WI 53132-9705

SHEET
2 OF 3

EXHIBIT D

GRAPHIC SCALE FEET



20 Sep 2019 - 1:237p A:\Flunkett Roysch\160360_Forest Park Middle School Franklin\160360_Watermain Easement Exhibit-CEN.dwg by: kgn

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898

FN: 160.360
DATE: 08/16/2017
REV: 09/20/2019
Drafted By: MMAR
Checked By: PKNU

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, IN 53132-9705

SHEET
3 OF 3

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10155 S. 57TH STREET (FRANKLIN PROPERTIES, LLC) Tax Key 931-0008-001	ITEM NUMBER <i>G. I. (c)</i>
<p><u>BACKGROUND</u></p> <p>Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.</p> <p>The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.</p> <p>ANALYSIS</p> <p>The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.</p> <p>FISCAL NOTE</p> <p>The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10155 S. 57th Street (Franklin Properties, LLC) Tax Key 931-0008-001</p>		

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10155 S. 57TH STREET
(FRANKLIN PROPERTIES, LLC) TAX KEY 931-0008-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the Franklin Properties, LLC at 10155 S. 57th Street, Tax Key 931-0008-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Franklin Properties, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10155 S. 57th Street (Franklin Properties, LLC) Tax Key 931-0008-001.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Elgin Molded Plastics
10155 S. 57th Street
Owner – Kriske & Lindner – Franklin Properties, LLC
Tax Key Number 931-0008-001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and Franklin Properties, LLC, a Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called “Facilities,” in, upon and across said portion of the property; all as shown on the plan attached hereto as Exhibit “B”; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor’s expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City’s inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: 11/16/2017



KRISKE + LINDNER FRANKLIN PROPERTIES
Company Name LLC
By CJ M. MANAGER
Name and Title

STATE OF IL SS
COUNTY OF Kane

Before me personally appeared on the 16 day of NOV, 2017 the
above named _____ of _____

(Name printed) (Title) (Development)
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

Betty J. Studt
Notary Public

My commission expires 11/6/18

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 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 _____

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) s.s.

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

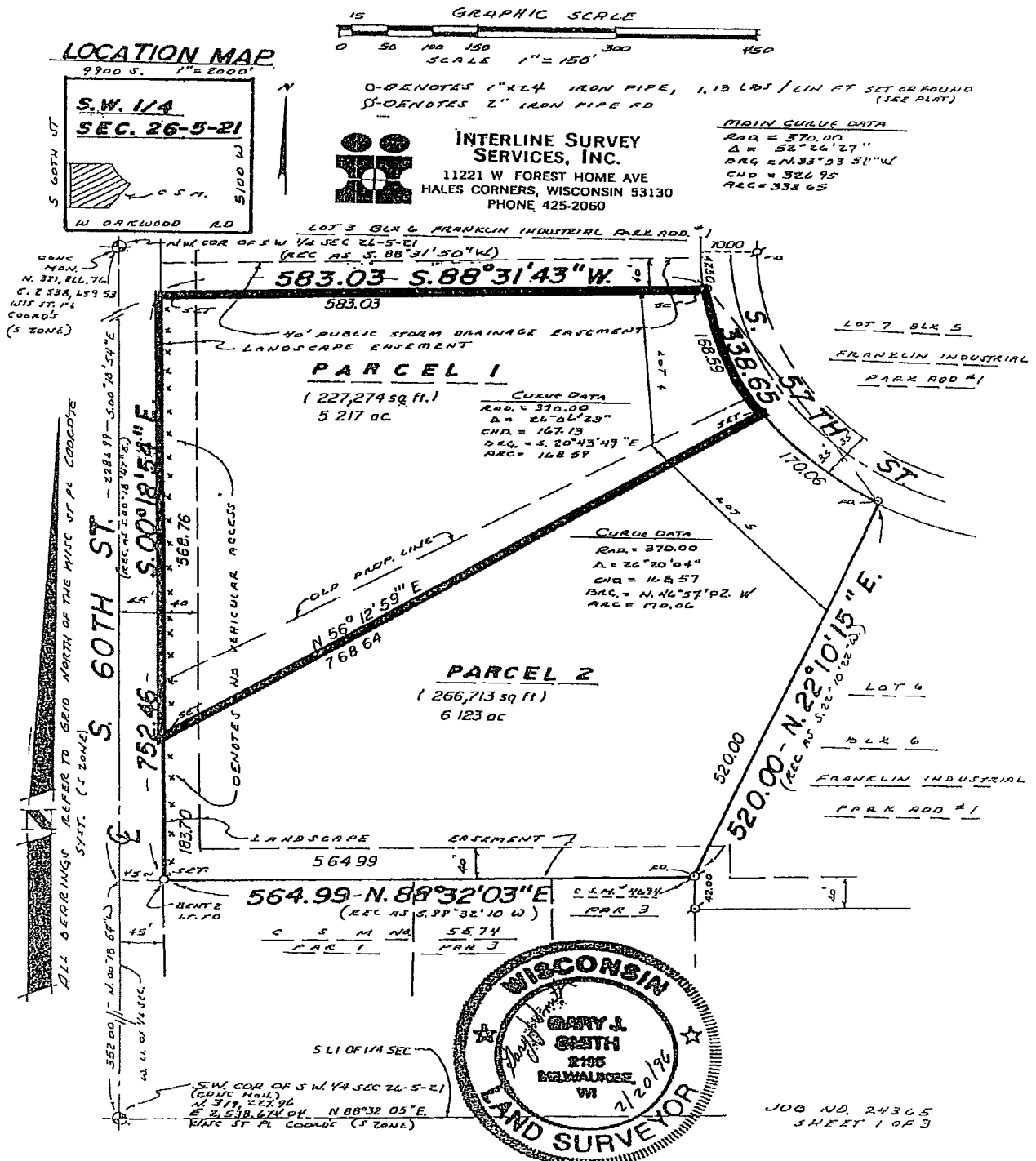
City Attorney

Date: _____

Exhibit A-1

CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6,
FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A
SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4
OF THE S.W. 1/4 OF SECTION 26, T5N., R21E., IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. 6200

LOCATION MAP

9900 5 1" = 2000'

S.W. 1/4
SEC. 26-5-21

60TH ST

W OAKWOOD RD


GONE
 MON, 5
 N. 321, 866 76
 E 2 538, 459.53
 WIS ST PL
 COURDS
 (S TONE)

GR 10 NORTH OF THE WISC ST PL COALCOYTE
S. 60TH ST. - 2284 99 - 50.
(REC 45 00 18 177E)
2.46 - S. 00° 18' 54" E.

ARINGS REFER TO
SYST. (120M)

[illegible]

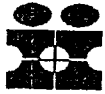
15 GRAPHIC SCALE



0 50 100 150 300 450

SCALE 1" = 150'

O-O DENOTES 1" X 24" IRON PIPE, 113 LBS / LIN. FT SET OR FOUND
 Ø-O DENOTES 2" IRON PIPE FD (SEE PLAT)



**INTERLINE SURVEY
SERVICES, INC.**
11221 W FOREST HOME AVE
HALES CORNERS, WISCONSIN 53130
PHONE 425-2060

MAIN CURVE DATA
R.A. = 370.00
 $\Delta = 52^{\circ}24'27''$
BRG. = N.33°53'51"W
CUD. = 326.95
ARC = 338.65

**See Easement
Detail
"20-Ft Wide Water
Main Easement"**

LOT 3 BLK. 6 FRANKLIN INDUSTRIAL PARK ADD.
W. 1/4 SEC. 21-5-21
(REC AS S 88°31'50" W)

583.03 S. 88°31'43"W. 4 1

583.03

40' PUBLIC STORM DRAINAGE EASEMENT
105 GRADE EASEMENT

PARCEL 1

5 217 ac.

ARC = 168 59

CHEM DATA

$R_{10} = 370.0$
 $\Delta = 26^{\circ}20'04''$

OLD PR
59" E

~~156° 12' 3"~~

76864
PARCEL 3

PARCEL 2
(266,713 sq ft)


6 123 oc

LANDSCAPE EASEMENT 7

56499 2 7 M.D.

54.99-N. 88°32'03"E. C.J.M. 4674
(PFC 851588°32'10" W) PDR 3

C	S	M	NO.	55.74
600	1			600 3



5.1.1 DE 1/4 SEC

2125
BIRMINGHAM, ALA. 01/96

96 N 88°32'05"E.

COORDS (5 ZONE)

JOB NO 24365
SHEET 1 OF 3

Exhibit C
(Description of the Easement Area)
Proposed 20-ft Wide Water Main Easement

Tax key No. 931-0008-001
10155 South 57TH Street

Being a redivision of lot 4 and lot 5 in block 6 of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the SE ¼ and SW ¼ of the SW ¼ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the southeast corner of Parcel 1 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1;

thence northwesterly 91.01 feet, along the arc of a curve, whose center lies to the northeast, whose radius is 370.00 feet and whose chord bears N 26° 43' 37" W, 90.78 feet, to the point of beginning; thence S 64° 34' 04" W, 141.71 feet to a point; thence N 25° 25' 56" W, 20.00 feet to a point, thence N 64° 34' 04" E, 144.26 feet to a point; thence southeasterly 20.16 feet, along the arc of a curve, whose center lies to the northeast, whose radius is 370.00 feet and whose chord bears S 18° 09' 58" E, 20.16 feet to the point of beginning.

Containing 2859. 7 square feet or 0.07 acres.

Exhibit A
(Description of the Property)

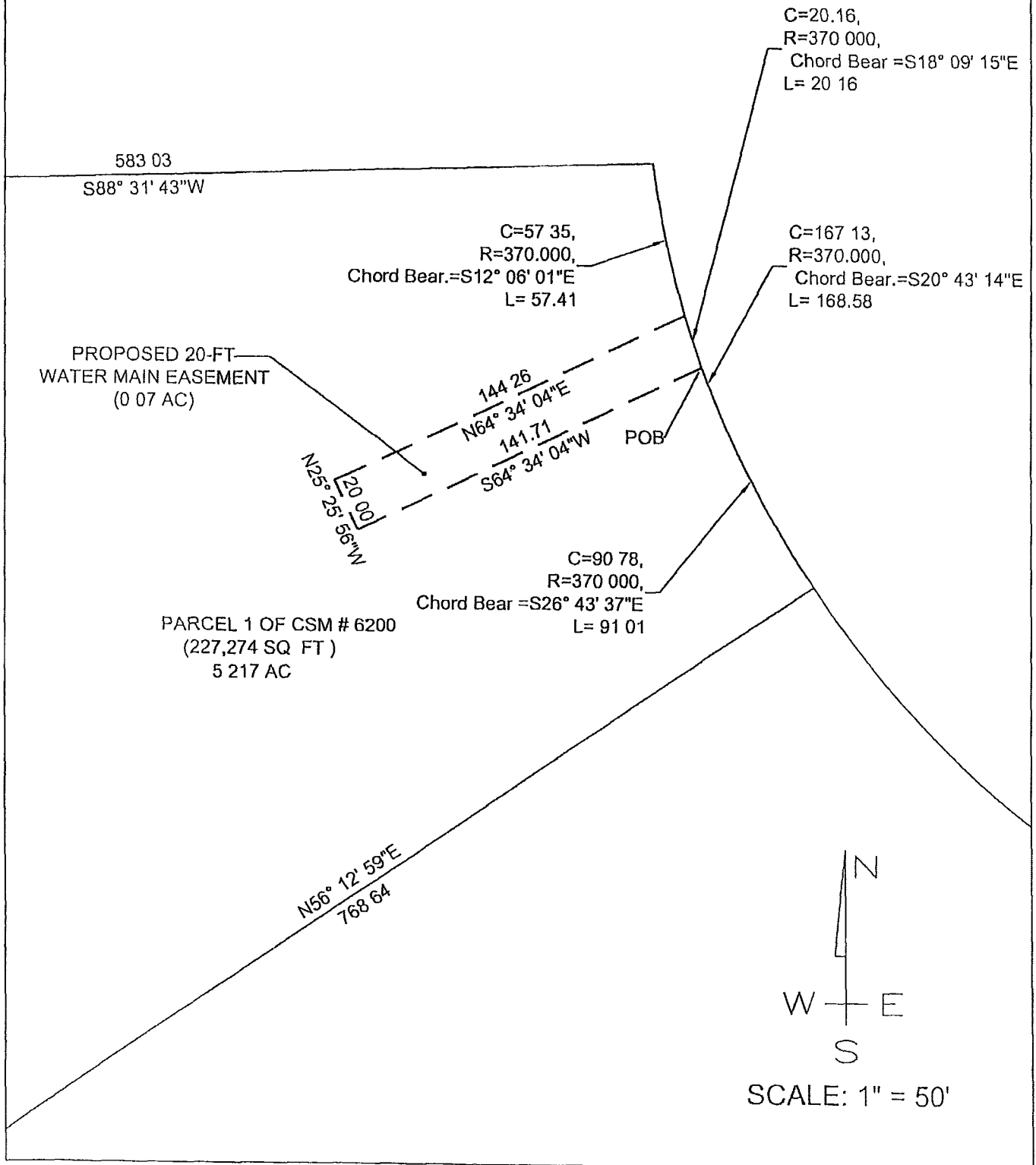
Tax key No. 931-0008-001
10155 South 57TH Street

Parcel 1 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1, being a Subdivision of lands in part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin

Situated on South 57th Street

See Exhibit A-1

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY LLP) Tax Key 931-0006-001	ITEM NUMBER <i>G.I.(d)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5801 W. Franklin Drive (Zeta Company LLP) Tax Key 931-0006-001.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY, LLP)
TAX KEY 931-0006-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the Zeta Company, LLP at 5801 W. Franklin Drive, Tax Key 931-0006-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Zeta Company, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5801 W. Franklin Drive (Zeta Company, LLP) Tax Key 931-0006-001.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

5801 W. Franklin Drive
Owner – Zeta Company, LLP
Tax Key Number 931-0006-001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and Zeta Company, LLP, a Limited Liability Partnership, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called “Facilities,” in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit “B”; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor’s expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City’s inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW ¼ of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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

Notary Public

My commission expires _____

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 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

My commission expires _____

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

Approved as to contents

Manager of Franklin Municipal Water Utility

Date. _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No. 931-0006-001
5801 West Franklin Drive

Being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin and described as follows:

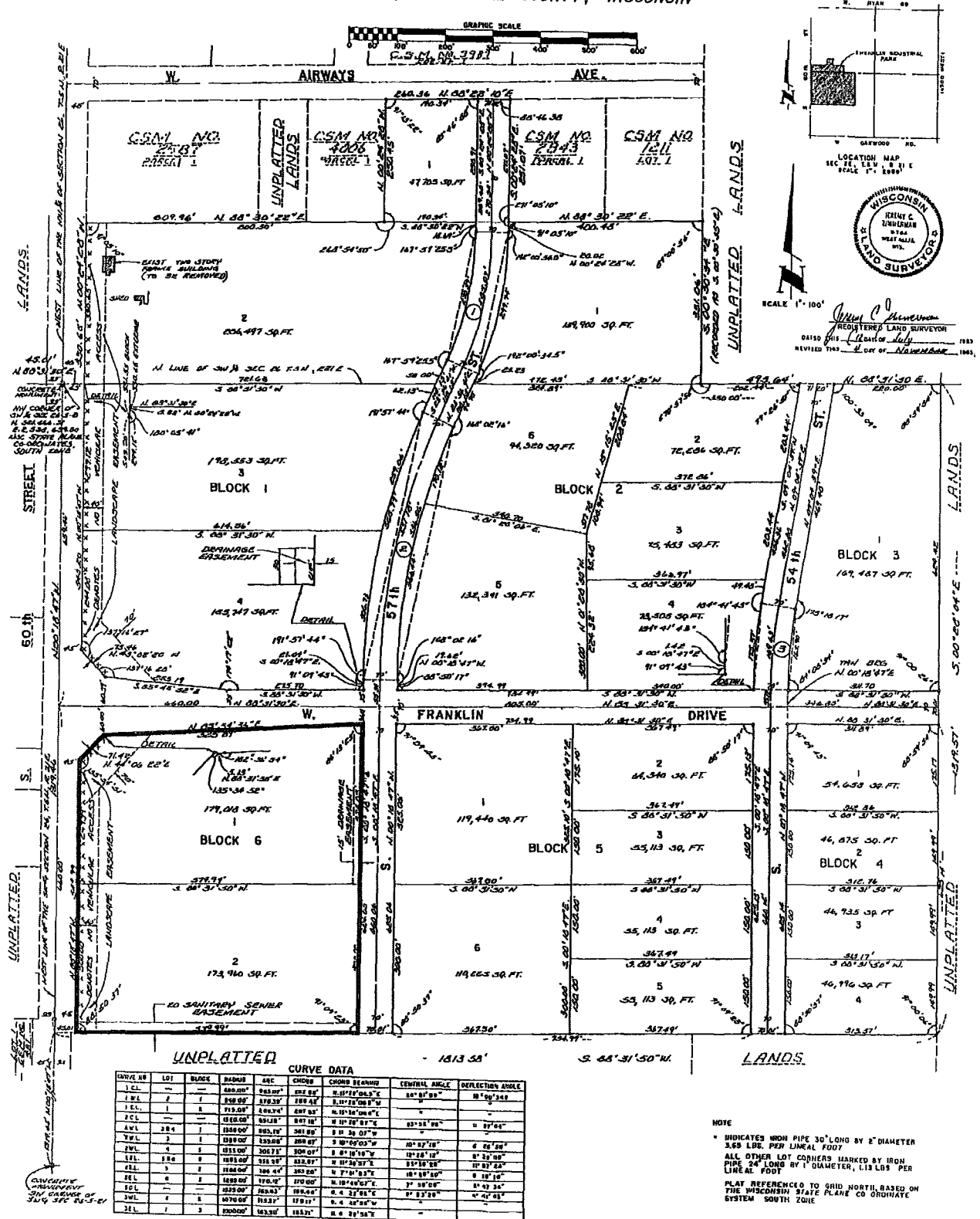
Lot 1 and Lot 2, in Block 6, in Franklin Industrial Park except part of Lot 1 for public right of way also Lot 3, in Block 6, in Franklin Industrial Park Addition No.1.

See Exhibit A-1

EXHIBIT A-1

FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3226 AND A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 21 EAST CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FRANKLIN INDUSTRIAL PARK

GRAPHIC SCALE

0 50' 100' 200' 300' 400' 500' 600'

25.1 68-110



DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

1
179,018 SQ.FT.

BLOCK 6

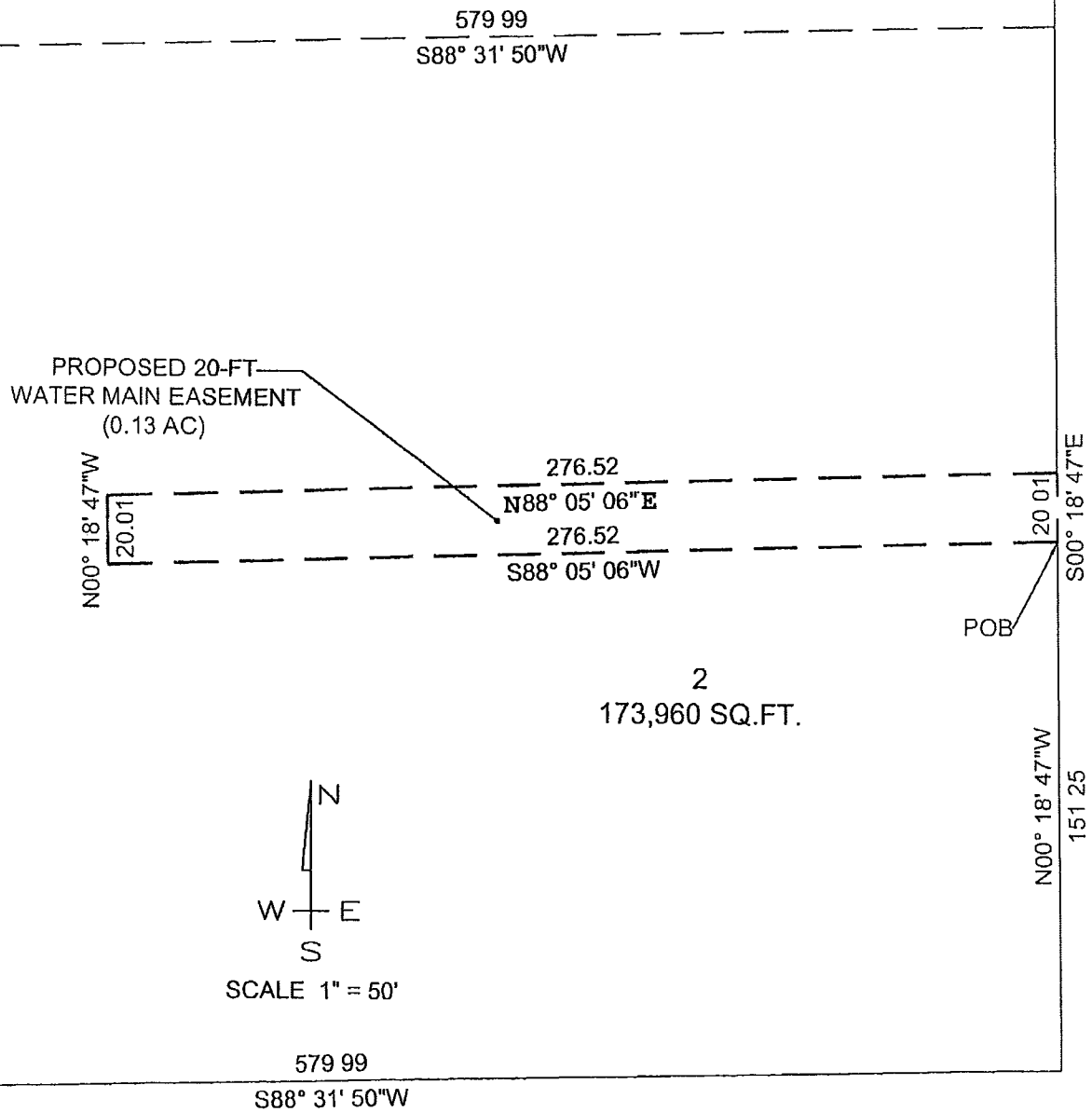


Exhibit C
(Description of the Easement)

Tax key No. 931-0006-001
5801 West Franklin Drive

Lot 2, in Block 6, in Franklin Industrial Park, being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows;

Commencing at the Southeast corner of said Lot 2, Block 6 of Franklin Industrial Park; thence North 00°18'47" West along west right of way line of South 57th Street, 151.25 feet to the point of beginning; thence South 88°05'06" West, 276.52 feet to a point; thence North 00°18'47" West 20.01' feet to a point; thence North 88°05'06" East, 276.52 feet to a point; thence South 00°18'47" East, 20 01 feet to a of beginning.

Containing ± 5530.4 square feet or 0.13 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (CP PROPERTIES, LLP) Tax Key 899-0016-001	ITEM NUMBER <i>G. I. (e)</i>
<p><u>BACKGROUND</u></p> <p>Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.</p> <p>The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.</p> <p><u>ANALYSIS</u></p> <p>The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.</p> <p><u>FISCAL NOTE</u></p> <p>The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.</p> <p><u>COUNCIL ACTION REQUESTED</u></p> <p>Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.</p>		

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (C P PROPERTIES, LLP)
TAX KEY 899-0016-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the C P Properties, LLP at 5695 W. Franklin Drive, Tax Key 899-0016-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the C P Properties, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

5695 West Franklin Drive
Owner – C P Properties, LLP
Tax Key Number 899-0016-001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and C P Properties, LLP, a Limited Liability Partnership, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

- 3 That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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

Notary Public

My commission expires _____

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 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

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) s.s.

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name. _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin

Approved as to contents

Manager of Franklin Municipal Water Utility

Date _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No 899-0016-001
5695 West Franklin Drive

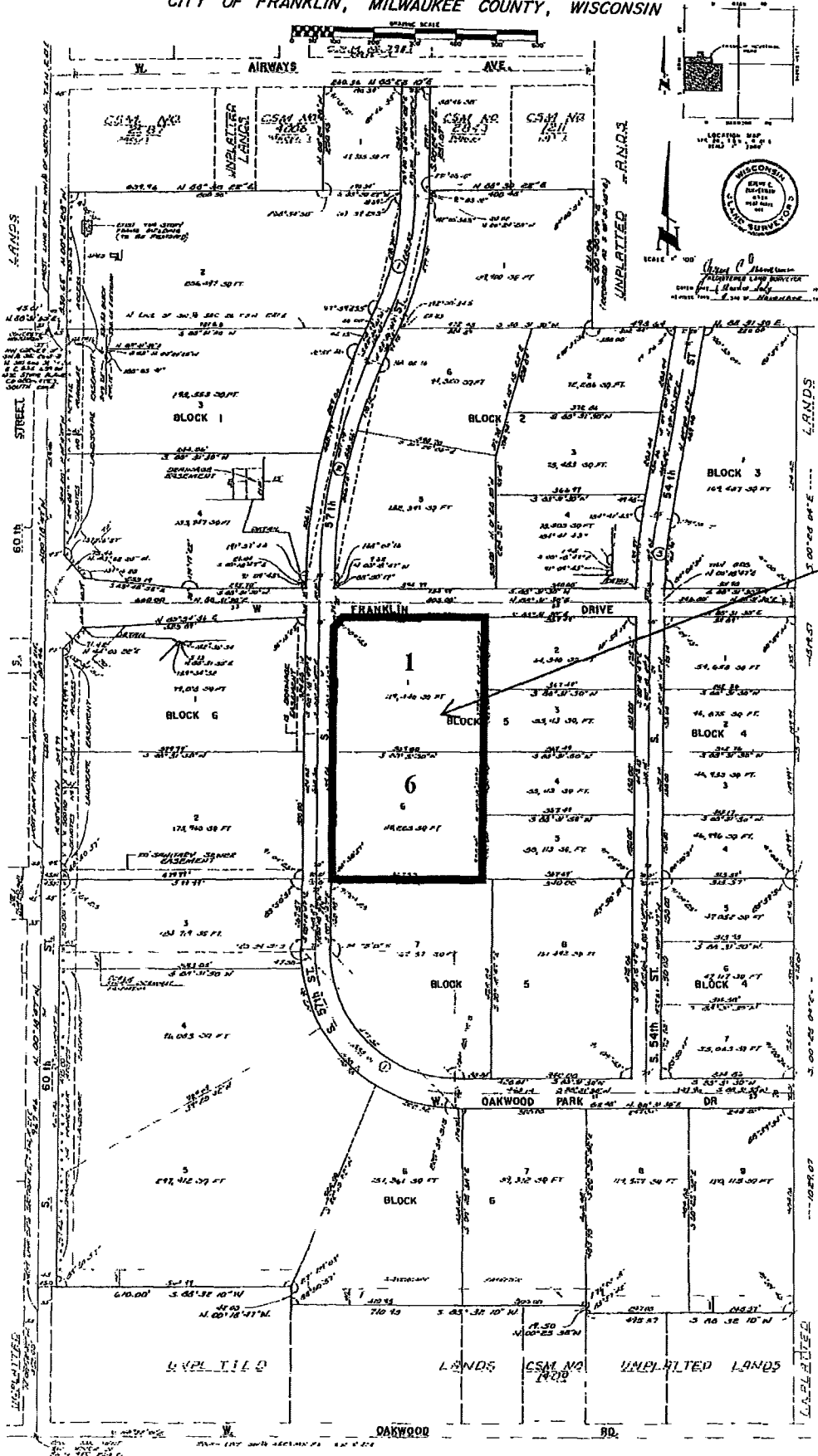
Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423.

See Exhibit A-1

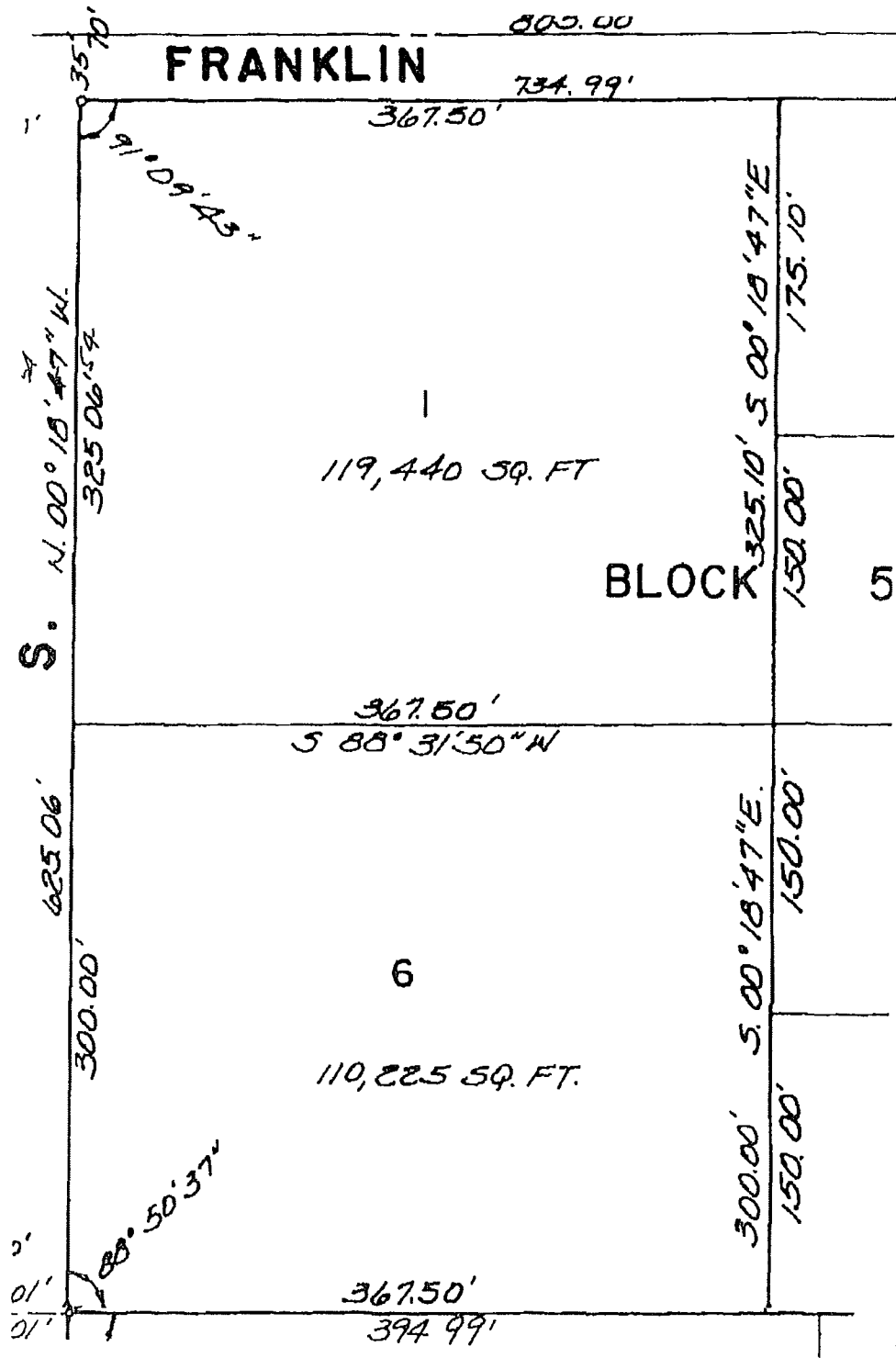
Exhibit A-1

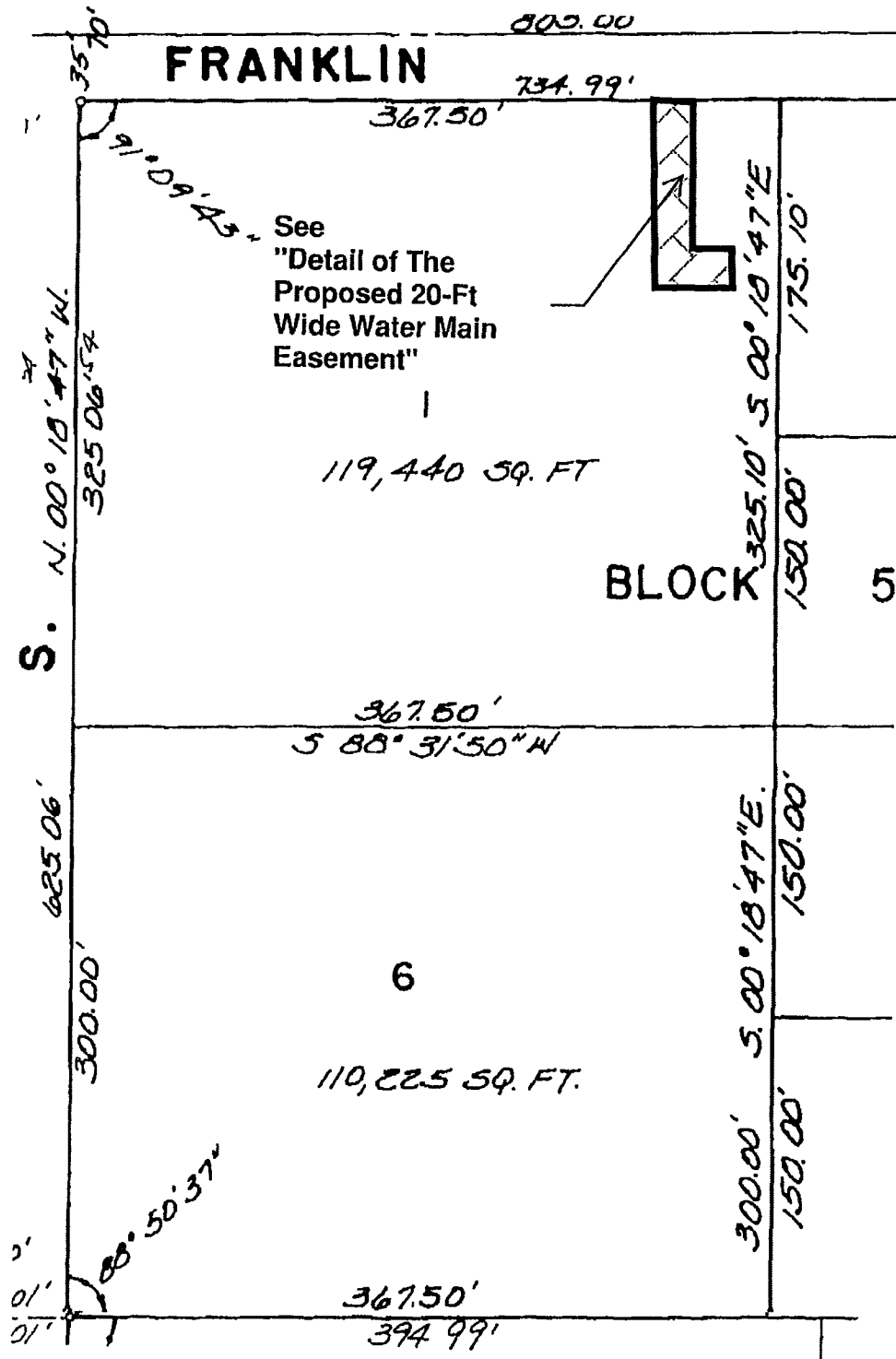
FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3286 AND
A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF
THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26 TOWNSHIP 5 NORTH, RANGE 21 EAST
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



A1-DETAIL





DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

367.50 N88°31'30"E

N88° 31' 30"E

44.92 S88°31'30"W

PROPOSED 20-FT
WATER MAIN EASEMENT
(0.05 AC)

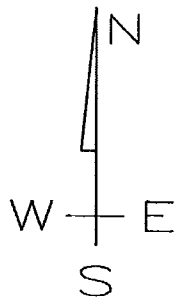
20.00
N00° 18' 47" W
96.05
76.05
S00° 18' 47" E
40.70
S88° 31' 30" W

POB

N88° 31' 30"E
20.70

S00° 18' 47"E
20.00

LOT 1 BLK 5
OF FRANKLIN INDUSTRIAL PARK



SCALE: 1" = 50'

LOT 6 BLK 5
OF FRANKLIN INDUSTRIAL PARK

625.10 S00°18'47"E

Exhibit C
(Description of the Easement)

Tax key No. 899-0016-001
5695 West Franklin Drive

Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423, bounded and described as follows;

Commencing at the Northeast corner of said Lot 1, Block 5 of Franklin Industrial Park; thence South 88°31'30" West 44.92 feet to the point of beginning; thence South 00°18'47" East 76.05 feet to a point; thence North 88°31'30" East 20.70' feet to a point; thence South 00°18'47" East 20.00 feet to a point, thence South 88°31'30" West 40.70 feet to a point; thence North 00°18'47" West 96.05 feet to a point; thence North 88°31'30" East 20.00 feet to a of beginning.

Containing ± 2,334.4 square feet or 0.05 acres.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10179 S. 57TH STREET (GHN FRANKLIN, LLC) Tax Key 931-0008-002	ITEM NUMBER <i>G. I. (F)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10179 S. 57TH STREET
(GHN FRANKLIN, LLC) TAX KEY 931-0008-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the GHN Franklin, LLC at 10179 S. 57th Street, Tax Key 931-0008-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the GHN Franklin, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

GHN Franklin, LLC
10179 S. 57th Street
Owner – GHN Franklin, LLC
Tax Key Number 931-0008-002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and GHN Franklin, LLC, a Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called “Facilities,” in, upon and across said portion of the property; all as shown on the plan attached hereto as Exhibit “B”; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor’s expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City’s inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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

Notary Public

My commission expires _____

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 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 _____
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of

County of _____

My commission expires on:

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No. 931-0008-002
10179 South 57TH Street

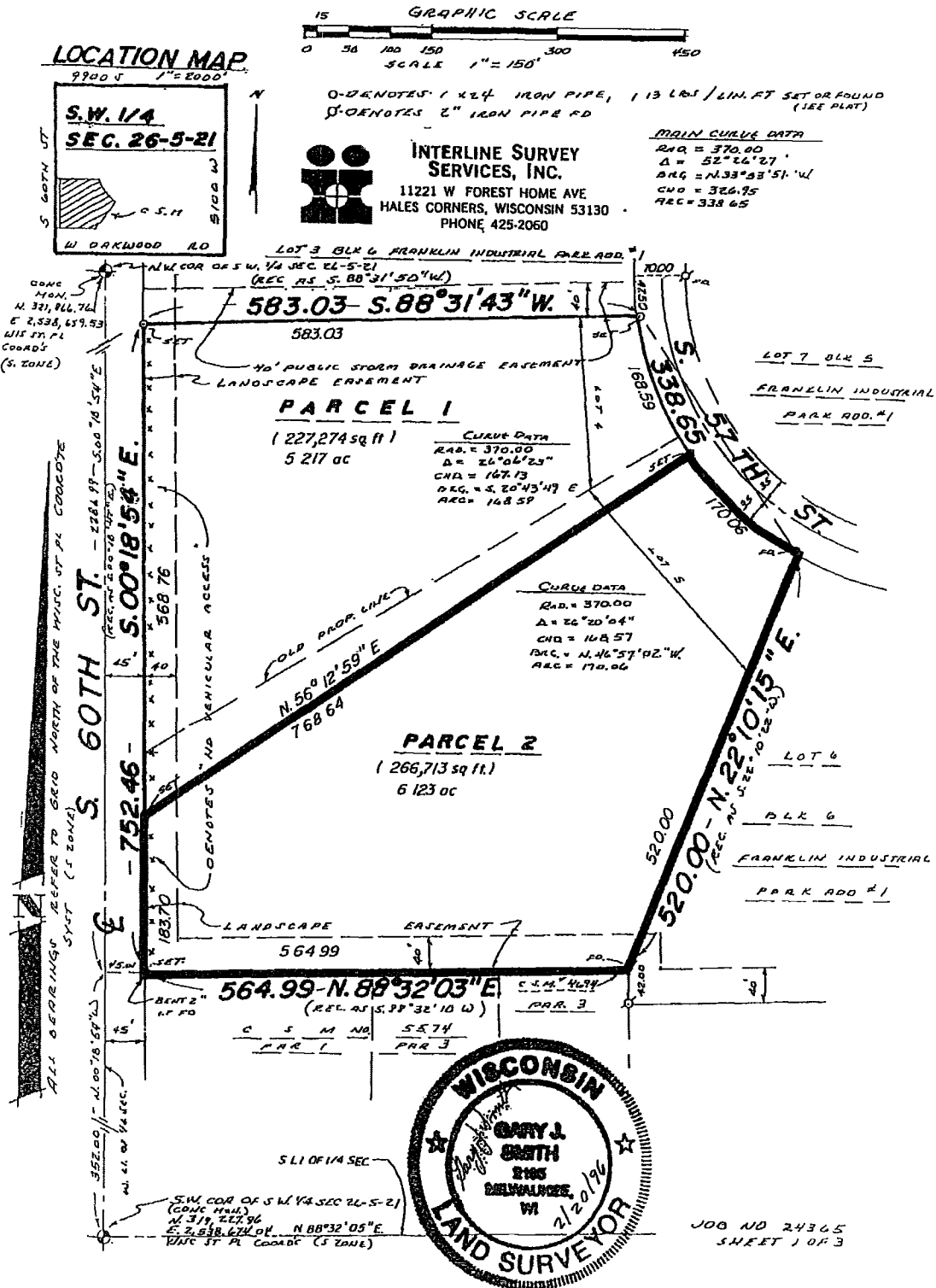
Parcel 2 of Certified Survey Map No. 6200, being a redivision of Lot 4 and Lot 5, in Block 6, of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1

Exhibit A-1

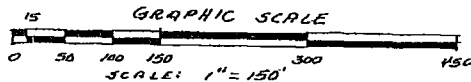
CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6,
FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A
SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4
OF THE S.W. 1/4 OF SECTION 26, T5N, R21E, IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. 6200

LOCATION MAP



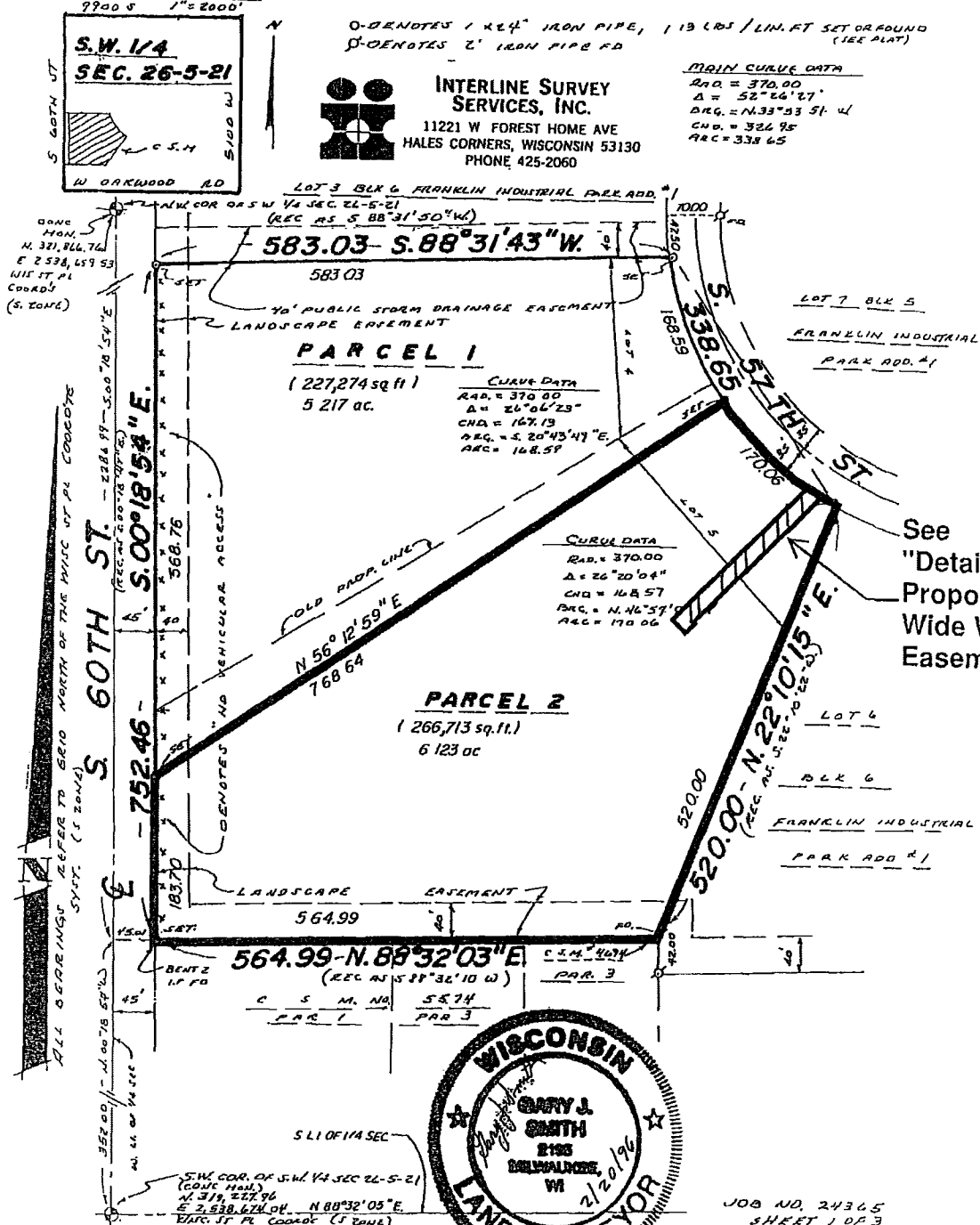
O-DENOTES 1 X 24" IRON PIPE, 113 LBS / LIN. FT SET OR FOUND
P-DENOTES 2' IRON PIPE FD (SEE PLAT)



**INTERLINE SURVEY
SERVICES, INC.**
11221 W FOREST HOME AVE
HALES CORNERS, WISCONSIN 53130
PHONE 425-2060

MAIN CURVE DATA

$2\pi D = 370.00$
 $\Delta = 52^\circ 26' 27''$
 $DRC = 14.33^\circ 53' 51''$
 $CND = 326.95$
 $ARC = 338.65$



See
"Detail of The
Proposed 20-Ft
Wide Water Main
Easement"



JOB NO. 24365
SHEET 1 OF 3

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

PARCEL 1 OF CSM # 6200
(227,274 SQ. FT.)
5.217 AC

C=168.57,
R=370.000,
Chord Bear.=N46° 57' 02"W
L= 170.06

C=20.40,
R=370.000,
Chord Bear.=S56° 27' 44"E
L= 20.40

PROPOSED 20-FT WIDE
WATER MAIN EASEMENT
(3318.74 SF OR 0.08 ACRES)

227.22 N44°52'37"E

214.42 S44°52'37"W

POB

C=13.41,
R=370.000,
Chord Bear.=N59° 04' 48"W
L= 13.41

2.65 S45°07'23"E

16.81 S44°52'37"W

22.65 N45°07'23"W

PARCEL 2 (LOT 5) of CSM 6200
(266,713 SF)
6.123 AC

N22° 10' 15"E
520.00



SCALE: 1" = 50'

Exhibit C
(Description of the Easement Area)
Proposed 20-ft Wide Water Main Easement

Tax key No. 931-0008-002
10179 South 57TH Street

Being a redivision of lot 4 and lot 5 in block 6 of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the SE ¼ and SW ¼ of the SW ¼ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the southeast corner of Parcel 2 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1;

thence northwesterly 13.41 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears N59°04'48"W, a chord distance of 13.41 feet to the point of beginning; thence S44°52'37"W, 214.42 feet to a point; thence S45°07'23"E, 2.65 feet to a point, thence S44°52'37"W, 16.81 feet to a point; thence N45°07'23"W, 22.65 feet to a point, thence N44°52'37"E, 227.22 feet to a point; thence southeasterly 20.40 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears S56°27'44"E, a chord distance of 20.39 feet to the point of beginning

Containing 4627.10 square feet or 0.1062 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE (S & C ELECTRIC COMPANY) Tax Key 931-0013-002	ITEM NUMBER <i>G.1.(g)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE
(S & C ELECTRIC COMPANY) TAX KEY 931-0013-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the S & C Electric Company at 5251 W. Franklin Drive, Tax Key 931-0013-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the S & C Electric Company desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

S & C Electric Company
5251 West Franklin Drive
Owner – S & C Electric Company
Tax Key Number 931-0013-002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and S & C Electric Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called “Facilities,” in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit “B”; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor’s expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City’s inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the NE ¼ and the SE ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit “C” attached hereto (the “Easement Area”).

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

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 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 _____
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date: _____

Approved as to form only

City Attorney

Date. _____

Exhibit A
(Description of the Property)

Tax key No. 931-0013-002
5251 West Franklin Drive

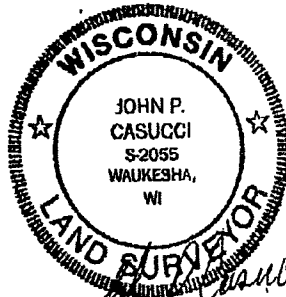
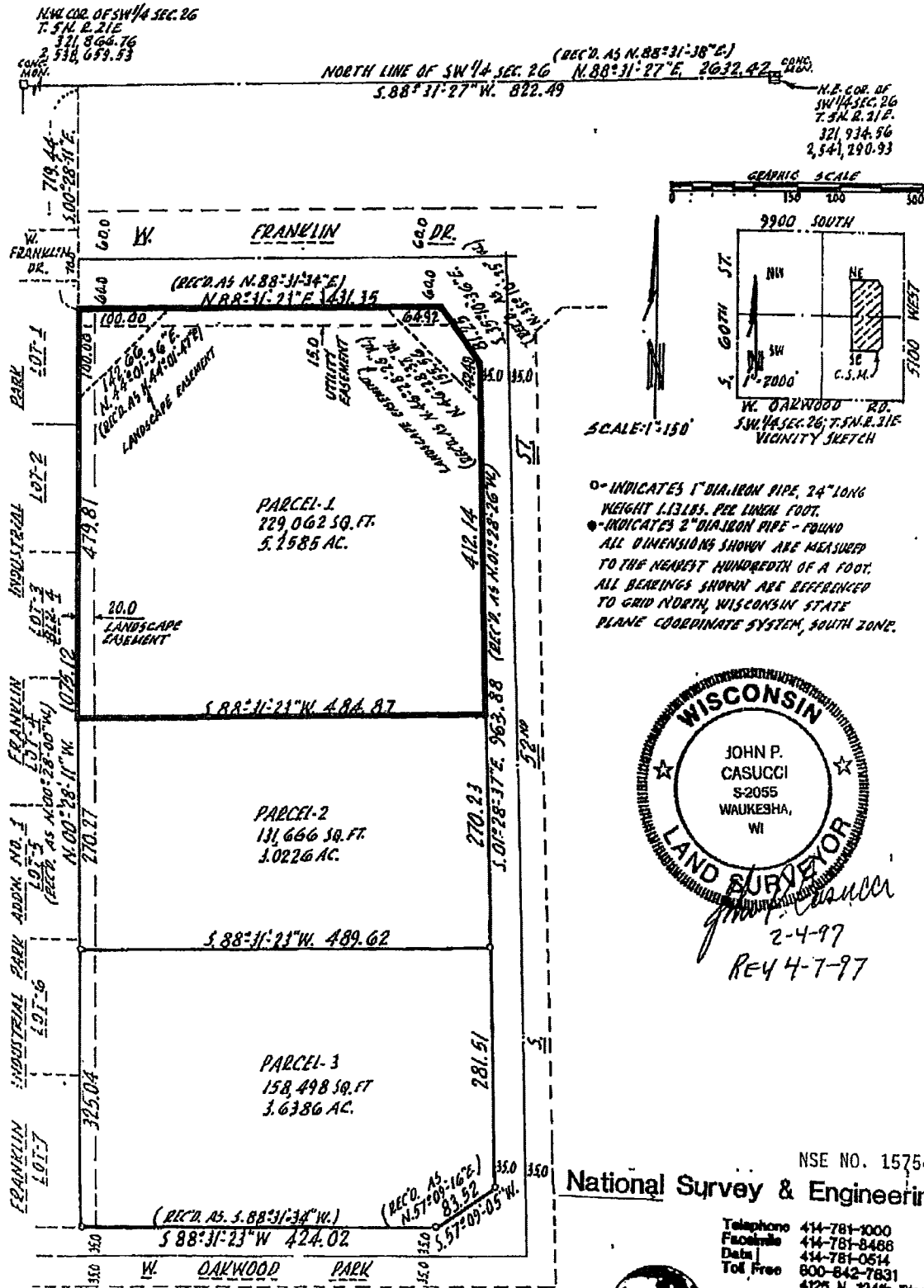
Parcel 1 of Certified Survey Map No. 6382, recorded on July 15, 1997, on Reel 4095, Image 1005 to 1010, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4, Block 4, in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

See Exhibit A-1

Exhibit A-1

CERTIFIED SURVEY MAP NO. **6382**

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



John P. Casucci
2-4-97
REV 4-7-97

NSE NO. 157540
National Survey & Engineering
Telephone 414-781-1000
Facsimile 414-781-8488
Data 414-781-0614
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

CERTIFIED SURVEY MAP NO. 6382

CORNER OF SW 1/4 SEC. 26
 T. 5N. R. 21E
 321.866.76
 321.934.56
 2,547,290.93

NORTH LINE OF SW 1/4 SEC. 26
 N. 88° 31' 27" E. 2632.42
 S. 88° 31' 27" W. 822.49

N.E. COR. OF
 SW 1/4 SEC. 26
 T. 5N. R. 21E.
 321.934.56
 2,547,290.93

GENERIC SCALE
 150 100 500

9900 SOUTH
 NW NE
 SW SE
 1" = 2000'
 W. OAKWOOD RD.
 S.W. 1/4 SEC. 26; T. 5N. R. 21E
 VICINITY SKETCH

SCALE: 1" = 150'

See Detail
 "Proposed 20-ft Wide
 Water Main Easement"

WISCONSIN
 JOHN P. CASUCCI
 S-2065
 WAUKESHA, WI
 LAND SURVEYOR
 J. P. Casucci
 2-4-97
 Re 4-7-97

NSE NO. 15754
 National Survey & Engineering

Telephone 414-781-1000
 Facsimile 414-781-8488
 Data 414-781-0514
 Toll Free 800-842-7831



DETAIL OF THE PROPOSED 20-FT WIDE WATER MAIN EASEMENT

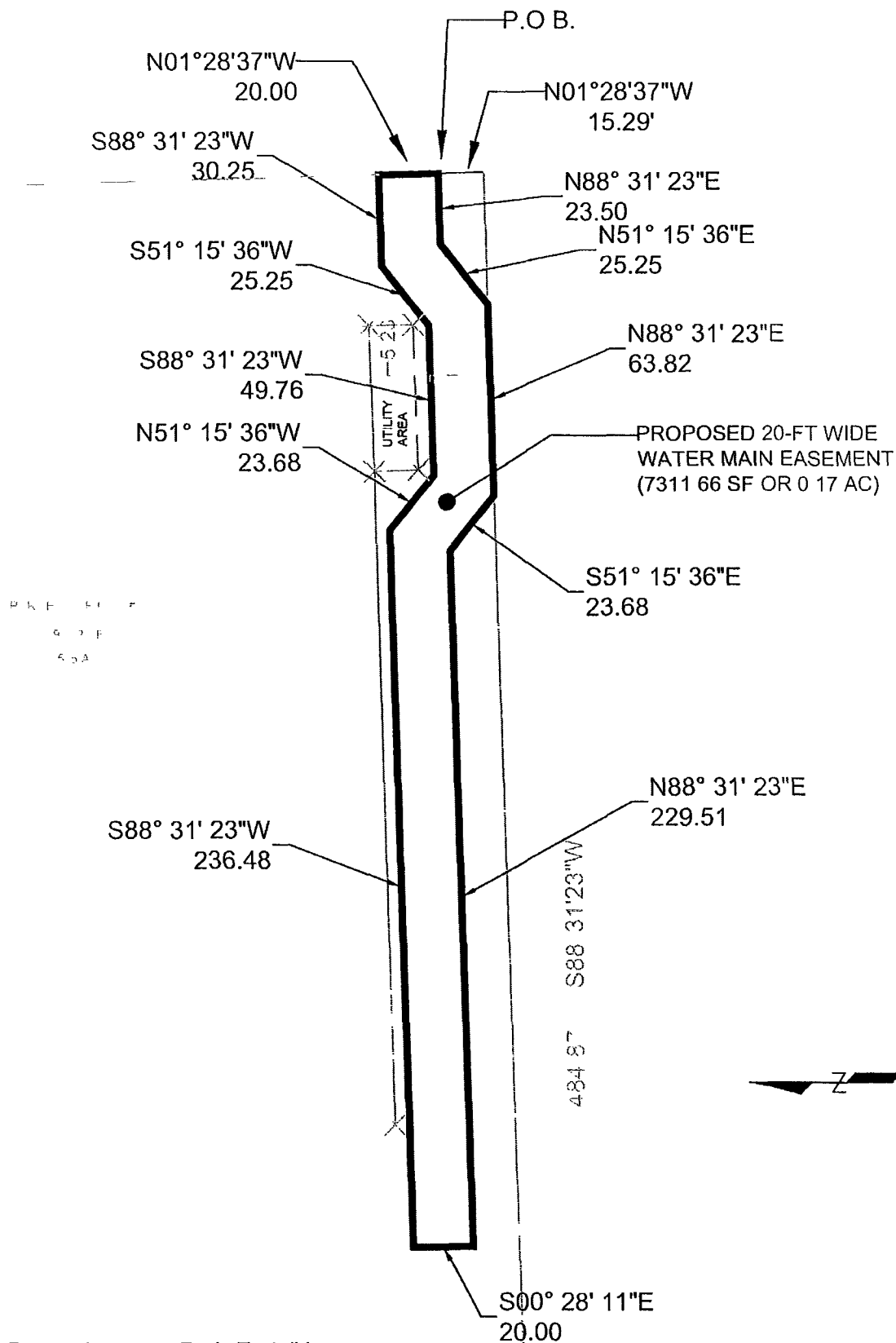


Exhibit C
(Description of the Easement Area)

Tax key No. 931-0013-003
10125 South 52nd Street

Being a part of Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Southeast corner of Parcel 2 of CSM No 6382, thence N 01°28'37" W, 12.97 feet to the point of beginning; thence continuing N 01°28'37" W, 20.00 feet to a point; thence N 88°31'23" E, 4.81 feet to a point; thence N 60°03'36" W, 151.69 feet to a point, thence S 29°56'24" W, 23.79 feet to a point; thence S 60°03'36" E, 20.00 feet to a point; thence N 29°56'24" E, 3.79 feet to a point; thence S 60°03'36" E, 137.36 feet to a point, thence S 88°31'23" W, 10.40 feet to the point of beginning.

Containing 3318.74 square feet or 0.08 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10125 S. 52 ND STREET (BRIDGESTONE CAPITAL, LLC) Tax Key 931-0013-003	ITEM NUMBER <i>G. I. (h)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10125 S. 52nd Street (Bridgestone Capital, LLC)
Tax Key 931-0013-003

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN · MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10125 S. 52ND STREET
(BRIDGESTONE CAPITAL, LLC) TAX KEY 931-0013-003

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the Bridgestone Capital, LLC at 10125 S. 52nd Street, Tax Key 931-0013-003 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Bridgestone Capital, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10125 S. 52nd Street (Bridgestone Capital, LLC) Tax Key 931-0013-003.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Bridgestone Capital, LLC
10125 S. 52nd Street
Owner – Joel B. Konicek
Tax Key Number 931-0013-003

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Joel B. Konicek - Bridgestone Capital, LLC, a Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) 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 grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements, except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

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 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

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No _____ and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) s.s.

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date _____

Approved as to form only

City Attorney

Date _____

Exhibit A
(Description of the Property)

Tax key No. 931-0013-003
10125 South 52nd Street

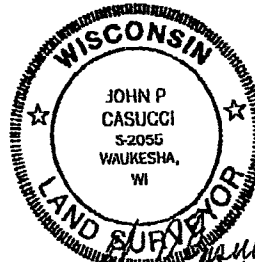
Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1

CERTIFIED SURVEY MAP NO. 6382

[illegible]

0- INDICATES 1" DIA. IRON PIPE, 24" LONG
HEIGHT 113.85, FIX LENGTH FOOT.
●- INDICATES 2" DIA. IRON PIPE - FOUND
ALL DIMENSIONS SHOWN ARE MEASURED
TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS SHOWN ARE REFERRED
TO GRID NORTH, WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE.



2-4-97
REY 4-7-97

NSE NO. 157540

National Survey & Engineering

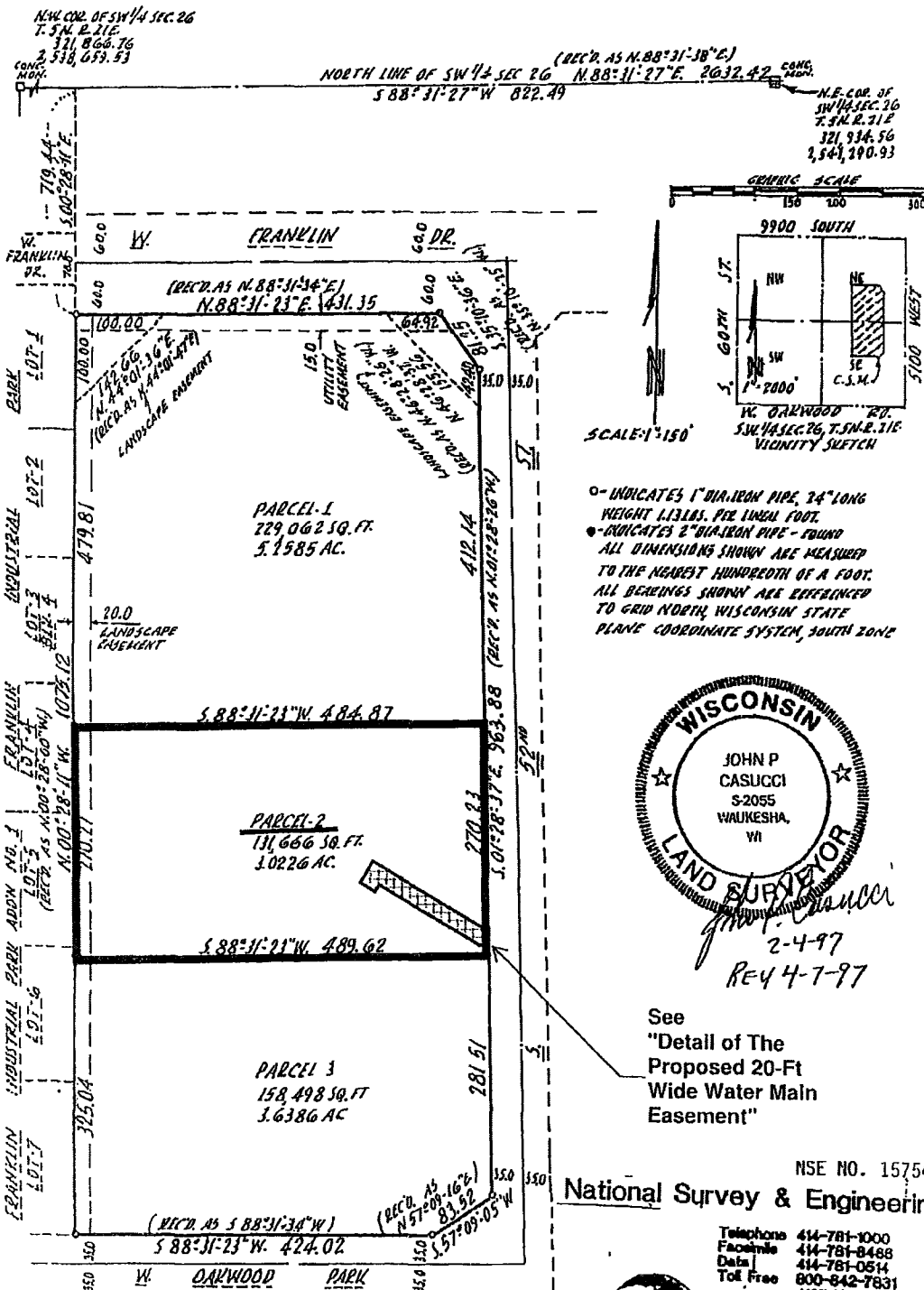
Telephone 414-781-1000
Facsimile 414-781-8488
Data 414-781-0514
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1827



Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement

CERTIFIED SURVEY MAP NO. **6382**

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



NSE NO. 157540
National Survey & Engineering

Telephone 414-781-1000
 Facsimile 414-781-8488
 Data 414-781-0514
 Toll Free 800-842-7831
 4125 N. 24th Street
 Brookfield, Wisconsin
 53005-1837

Exhibit C
(Description of the Easement Area)

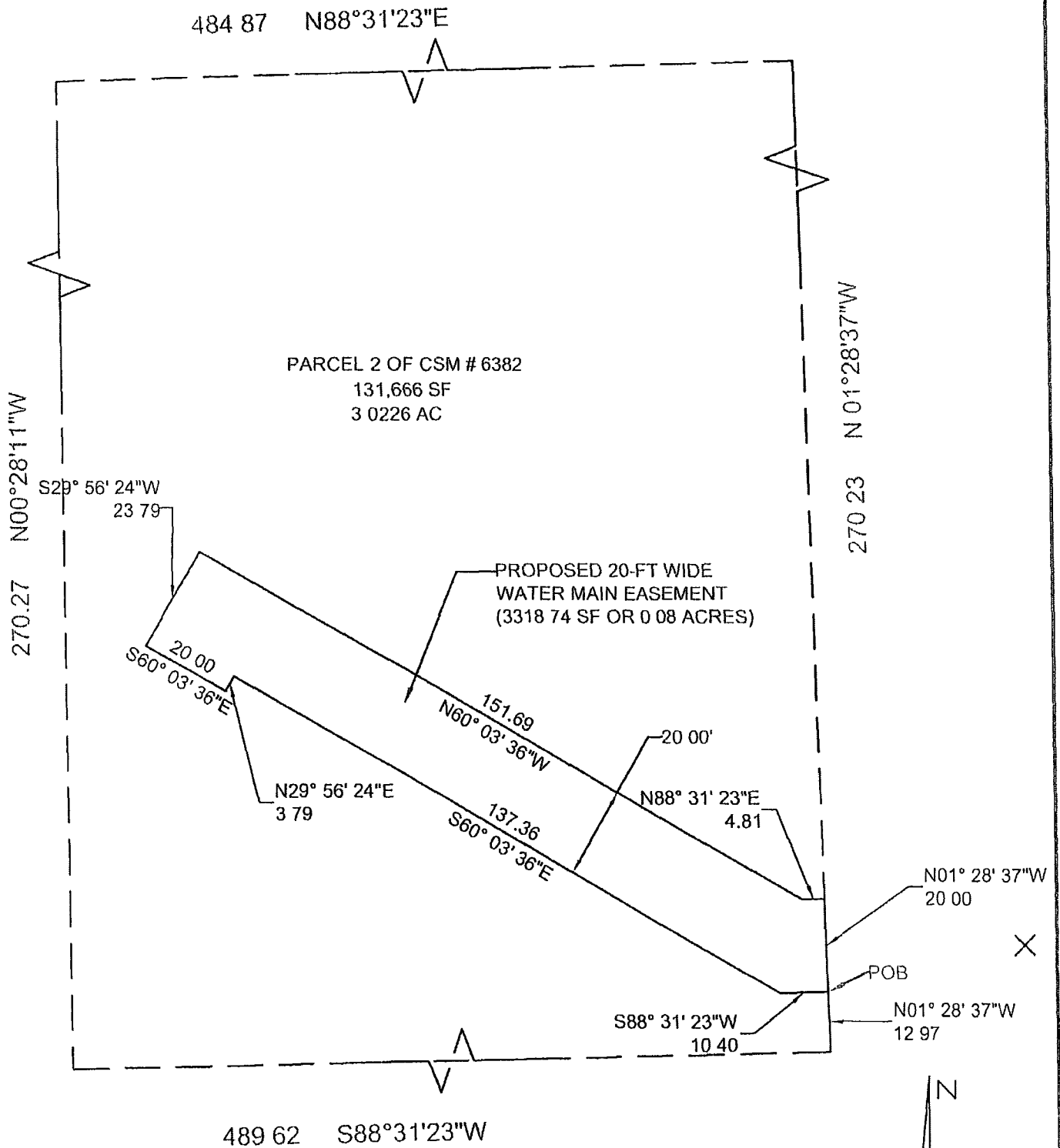
Tax key No. 931-0013-002
5251 West Franklin Drive

Being a part of Parcel 1 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

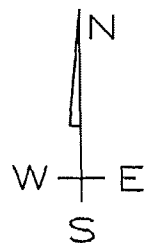
Commencing at the Northeast corner of Parcel 2 of CSM No. 6382; thence N 01°28'37" W, 15.29 feet to the point of beginning; thence continuing N 01°28'37" W, 20.00 feet to a point; thence S 88°31'23" W, 30.25 feet to a point; thence S 51°15'36" W, 25.25 feet to a point, thence S 88°31'23" W, 49.76 feet to a point; thence N 51°15'36" W, 23.68 feet to a point; thence S 88°31'23" W, 236.48 feet to a point; thence S 00°28'11" E, 20.00 feet to a point; thence N 88°31'23" E, 229.51 feet to a point; thence S 51°15'36" E, 23.68 feet to a point; thence N 88°31'23" E, 63.82 feet to a point, thence N 51°15'36" E, 25.25 feet to a point; thence N 88°31'23" E, 23.50 feet to the point of beginning.

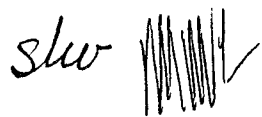
Containing 7311.66 square feet or 0.17 acres.

DETAIL OF THE PROPOSED 20-FT WIDE WATER MAIN EASEMENT



SCALE 1" = 30'



APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9 L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243	ITEM NUMBER <i>G. 2.</i>

A Public Hearing took place at the January 7, 2020 Common Council Meeting to gain public input regarding proposed amendments to §92-9 of the Municipal Code pertaining to impact fees for the purpose of exempting public schools from application of each of the various impact fees, suspending the automatic annual rate increases for each of the various impact fee rates imposed under §92-9 N., and incorporating required statutory increases, primarily pursuant to 2017 Wisconsin Act 243.

The purpose of these proposed amendments is to address three items. First, it addresses, at the direction of the Common Council on August 6, 2019, an ordinance exempting Public School Districts from being subject to City-imposed impact fees as set forth in §92-9 of the Municipal Code. Second, based upon the results of the "Amendment to the 2002 Impact Fee Study; the 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update – December 2019", it is reasonable to suspend, effective January 1, 2020, the annual increase in impact fee rates as provided for by §92-9 L. of the Municipal Code of Franklin, Wisconsin. Thirdly, incorporating required statutory increases pursuant to 2017 Wisconsin Act 243, including those related to the collection and disbursement of impact fees.

The Ordinance is labeled "draft" as this was the form and manner by which it was presented for public inspection. No further modifications are proposed as of this writing, but it remains "subject to further technical review and to consideration by the Common Council".

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2020-____, "An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9 L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243".

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

**AN ORDINANCE TO AMEND §92-9 OF THE MUNICIPAL CODE
PERTAINING TO IMPACT FEES FOR THE PURPOSE OF EXEMPTING PUBLIC
SCHOOLS FROM APPLICATION OF EACH OF THE VARIOUS IMPACT FEES,
SUSPENDING THE AUTOMATIC ANNUAL RATE INCREASES FOR EACH OF THE
VARIOUS IMPACT FEE RATE INCREASES IMPOSED UNDER §92-9 L., AND
INCORPORATING REQUIRED STATUTORY INCREASES, PRIMARILY PURSUANT TO
2017 WISCONSIN ACT 243**

WHEREAS, the Common Council adopted Ordinance No. 95-1341, An Ordinance Establishing Impact Fees Upon Land Development, on April 25, 1995 and the Franklin Impact Fee Task Force Impact Fees Needs Assessment – 1995 Report to the Mayor and Common Council dated March 21, 1995 recommended the periodic review by the City of impact fees established, especially if the factors affecting the volume and impact of growth change significantly; and

WHEREAS, such fees having been enacted and amended, respectively, pursuant to Ordinance No. 2002-1712, An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees, such Ordinance having been adopted pursuant to a public facility needs assessment, as contemplated by §66.0617(4), Stats., as entitled “Impact Fee Study” and as prepared by Ruekert/Mielke and dated April/2002; and

WHEREAS, such Ordinance and fees having been additionally amended since that time in accordance with the Wisconsin Statutes and the actions of the Common Council of the City of Franklin; and

WHEREAS, a public hearing was held before the Common Council on January 7, 2020, to receive public input upon the proposed changes to the impact fee ordinance as set forth in the study amendment entitled “Amendment to the 2002 Impact Fee Study; The 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update - December 2019;” and

WHEREAS, notice of the aforesaid public hearing was published as a Class I Notice under Ch. 985, Stats., which notice specified that the amendment to the public facility needs assessment was available for public viewing in the Office of the City Clerk; said needs assessment having been so available in such office for at least 20 days prior to the public hearing; and

WHEREAS, adoption of this amendment to §92-9 of the Municipal Code pertaining to Impact Fees will have the effect of exempting public schools from application of each of the various impact fees, which will, in part, eliminate the indirect pass through of such impact fee charges to property taxpayers of a public school system who would otherwise not be subject to such an impact fee; of suspending any automatic 5% annual increase in impact fee rates, as currently provided for in the ordinance, pending completion of review of each such fee in a revised facility needs study amendment currently underway; and of incorporating statutory changes required by 2017 Wisconsin Act 243, including those related to the collection and disbursement of impact fees; and

WHEREAS, the Common Council having found and determined that the proposed impact fees it considered for adoption by way of amendment to §92-9 of the Municipal Code bear a rational relationship to the need for new, expanded and improved public facilities required to serve land development; that such fees, on the basis of the prior completed facility needs analysis and related updates and as addressed by the proposed amendment, do not exceed the proportionate share of the capital costs that are required to serve land development as compared to existing uses of land within the City; that the length of the planning period and update period are reasonable periods of time under all of the circumstances presented upon which to base, calculate, impose, and expend the proposed impact fees; and that the proposed impact fees are based upon reasonable estimates of the capital costs for new, expanded or improved public facilities and do not include amounts necessary to address existing deficiencies in public facilities.

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

SECTION 1: §92-9 K. of the Municipal Code of Franklin, Wisconsin, shall be amended by appending to the end thereof the following:

“Effective January 1, 2020, public schools are exempt from application of each of the various impact fees set forth above.”

SECTION 2: §92-9 L. of the Municipal Code of Franklin, Wisconsin, shall be amended to retroactively suspend the automatic annual 5% increase in impact fee rates by amending the fifth sentence of said section resulting in a sentence as follows:

“The impact fees imposed under this section shall not be subject to an automatic annual rate adjustment effective retroactive to January 1, 2020.”

SECTION 3: It is the intent of the retroactive effective dates herein that any such impact fee paid in excess of the required amount, after consideration of the applicable effective dates herein, shall cause reimbursement of any excess portion of such payments made.

SECTION 4: §92-9 C. (2), D. (2), E. (2), F. (2), G. (2), H. (3), and I. (3) of the Municipal Code of Franklin, Wisconsin, shall be repealed and deleted; and §92-9 O. of the Municipal Code of Franklin, Wisconsin, shall be created, for the purpose of incorporating statutory requirements, as follows:

“Payment and deferment. Any impact fee imposed under this section, except as provided under this paragraph, shall be imposed as a condition of approval of any building permit for the subject land development, and shall be payable by the developer or the property owner to the City in full upon the issuance of such building permit. Except as provided in this paragraph, if the total amount of impact

fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the City incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the City. A developer may not defer payment of impact fees for projects that have been previously approved.”

SECTION 5: §92-9 N. (3) of the Municipal Code of Franklin, Wisconsin, for the purpose of incorporating new statutorily required expenditure periods, shall be repealed in its entirety and recreated as follows:

“With regard to an impact fee that is collected on or after April 4, 2018, except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay the capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10-year limit, it needs an additional 3 years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this subsection. For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under 92-9 O.”

SECTION 6: §92-9 N. (4) of the Municipal Code of Franklin, Wisconsin, shall be amended by adding “but prior to April 4, 2018” after the words “that is collected after April 10, 2013.”

SECTION 7: §92-9 D. (4), E. (4), F. (4), G. (4), and I. (4) of the Municipal Code of Franklin, Wisconsin, shall be amended by replacing “within 20 years of the date of payment” with “as described in Subsection N below.”

SECTION 8: §92-9 B. Definition of “Capital Costs” of the Municipal Code of Franklin, Wisconsin, shall be amended by adding “, vehicles;” before the words “or the costs of equipment to construct” in the final sentence thereof.

SECTION 9: §92-9 B. Definition of “Impact Fees” of the Municipal Code of Franklin, Wisconsin, shall be repealed in its entirety and recreated as follows:

“IMPACT FEES

Cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer under this section.”

SECTION 10: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 11: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020, by Alderman_____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01/07/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT</p> <p>(9132 SOUTH 92ND STREET) (APPROXIMATELY 1.94 ACRES) (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)</p>	<p>ITEM NUMBER</p> <p><i>G. 3.</i></p>
<p>At the December 5, 2019, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District (9132 south 92nd Street) (approximately 1.94 acres).</p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Ordinance 2020-_____, to amend the Unified Development Ordinance (zoning map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-family Residence District (9132 South 92nd Street) (approximately 1.94 acres) (Matt Talbot Recovery Services, Inc., applicant).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 1-2-20]

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN
PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-3
SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT
(9132 SOUTH 92ND STREET)
(APPROXIMATELY 1.94 ACRES)
(MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)

WHEREAS, Matt Talbot Recovery Services, Inc. having petitioned for the rezoning of a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District to comply with condition number 8 of Resolution 2019-7498, which conditionally approved a 2 lot Certified Survey Map (“The applicant shall apply for a Rezoning from the City to remove the existing C-1 Conservancy District”) (approximately 1.94 acres) and the area to be rezoned is subject to a conservation easement per the conditionally approved Certified Survey Map, therefore, it is intended for protection of the existing wetlands (the applicant is not proposing to develop this area within conservation easements), such land being located at 9132 South 92nd Street ; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 5th day of December, 2019, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

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

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

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

Part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township

5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being approximately described as follows: Commencing at the Northwest corner of the Southwest 1/4, said Section 21; thence South 00°-31'-27" East along the West line of said Southwest 1/4, a distance of 456.82 feet; thence North 89°-28'-33" East, a distance of 170.85 feet more or less to the point of beginning of the approximate location of the portion of lands zoned C-1 (Conservancy District) as scaled from the City of Franklin GIS Property Viewer; thence Northeasterly 75 feet on a curve to the right, having a radius of 89 feet, the chord of said curve bears North 69°-22'-39" East, a chord distance of 73 feet; thence Southeasterly 75 feet on a curve to the right, having a radius of 159 feet, the chord of said curve bears South 72°-51'-30" East, a chord distance of 74 feet; thence Southeasterly 37 feet on a curve to the right, having a radius of 48 feet, the chord of said curve bears South 24°-41'-25" East, a chord distance of 36 feet; thence Southeasterly 50 feet on a curve to the left, having a radius of 80 feet, the chord of said curve bears South 14°-04'-16" East, a chord distance of 50 feet; thence Southeasterly 48 feet on a curve to the left, having a radius of 71 feet, the chord of said curve bears South 57°-04'-43" East, a chord distance of 48 feet; thence Southeasterly 62 feet on a curve to the right, having a radius of 57 feet, the chord of said curve bears South 45°-35'-19" East, a chord distance of 59 feet; thence Southeasterly 41 feet on a curve to the left, having a radius of 51 feet, the chord of said curve bears South 29°-54'-23" East, a chord distance of 40 feet; thence Southeasterly 50 feet on a curve to the right, having a radius of 50 feet, the chord of said curve bears South 30°-29'-19" East, a chord distance of 48 feet; thence South 01°-10'-18" East, a distance of 94 feet; thence Southwesterly 41 feet on a curve to the right, having a radius of 34 feet, the chord of said curve bears South 37°-42'-13" West, a chord distance of 39 feet; thence South 88°-13'-01" West, a distance of 83 feet; thence Northwesterly 93 feet on a curve to the right, having a radius of 421 feet, the chord of said curve bears North 80°-22'-03" West, a chord distance of 93 feet; thence North 45°-09'-20" West, a distance of 81 feet; thence North 29°-20'-32" West, a distance of 127 feet; thence Northwesterly 84 feet on a curve to the right, having a radius of 90 feet, the chord of said curve bears North 10°-29'-56" West, a chord distance of 81 feet; thence Northeasterly 93 feet on a curve to the right, having a radius of 259 feet, the chord of said curve bears North 22°-54'-53" East, a chord distance of 93 feet to the point of beginning (approximately 1.94 acres). Tax Key No. 886-9987-000.

SECTION 2:

The terms and provisions of this ordinance are severable. Should any

term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of December 5, 2019****Rezoning.**

RECOMMENDATION: City Development Staff recommends approval of the Rezoning application submitted by Matt Talbot Recovery Services Inc.

Project Name:	Matt Talbot Rezoning
Project Location:	9132 S. 92 nd Street/Tax Key # 886 9987 000
Property Owner:	Matt Talbot Recovery Services Inc.
Applicant:	Matt Talbot Recovery Services Inc.
Agent:	Lisa Kleiner Wood, Davis & Kuelthau, s.c.
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District, C-1 Conservancy District.
Proposed Zoning:	R-3 Suburban/Estate Single-Family Residence District.
2025 Comprehensive Plan:	Area of Natural Resource Features
Use of Surrounding Properties:	Residential, Institutional and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of Rezoning from C-1 to R-3

Introduction/Analysis

On August 7, 2019, the applicant filed an application for a Rezoning of a portion of a property located at 9132 S. 92nd Street, approximately 84,700 square feet. The rezoning request is to amend the City's Zoning Map from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District.

This application is sought to comply with condition no. 8 of Resolution 2019-7498, which approved a 2 lot Certified Survey Map (CSM). The condition states as follows, "The applicant shall apply for a Rezoning from the City to remove the existing C-1 Conservancy District. If said rezoning is approved, the applicant shall revise and record the Certified Survey Map according to City procedures and requirements."

It can be noted that the C-1 zoning text had been removed from the City's Unified Development Ordinance a number of years ago, in part because the data the C-1 zoning district boundaries were based upon had become inaccurate. However, the City's zoning map had not been revised at that time. Therefore, it has become common practice for the City to require rezoning to remove the C-1 district from the City's zoning map when a new project with more accurate information becomes available.

In this regard, the area to be rezoned is subject to a conservation easement per Document #10558809 recorded with the Milwaukee County Register of Deeds on 4/27/2016, which

accurately depicts the subject wetlands and associated setbacks and buffers. The applicant is not proposing to develop this area within conservation easements.

Comprehensive Master Plan Consistency

As noted, the City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject properties as ‘Areas of Natural Resource Features.’

Given the applicant is not proposing any development in the area to be rezoned, it can be noted that the proposed amendment to change the current zoning for the property to Residential is consistent with the following goals and objectives set forth within the Comprehensive Master Plan, which can be found in Chapter 2 Issues & Opportunities:

- *#1. Preserve and enhance the City’s community character, including individual planning area identities, while directing growth and development. (see Chapter 2).*

- *Protect the City’s remaining natural resource features.*

Staff comment: The area to be rezoned is protected in perpetuity by a recorded conservation easement (#10558809) and the applicant is not proposing to develop this area.

- *#2. Protect environmental resources. (see Chapter 3)*

- *Discourage incompatible development and alteration of floodplains, lakes, rivers and streams, wetlands, shorelands, steep slopes, and woodland areas so as to preserve the integrity of these resources and to promote the ecological value of these assets, and to minimize adverse impacts upon adjacent properties.*

Staff comment: The existing wetlands on the property will not be impacted with this rezoning application.

Recommendation:

A motion recommending approval of the proposed Rezoning as requested by Matt Talbot Recovery Services Inc.

9132 S. 92nd Street
TKN: 886 9987 000



Planning Department
(414) 425-4024

0 230 460 920 Feet

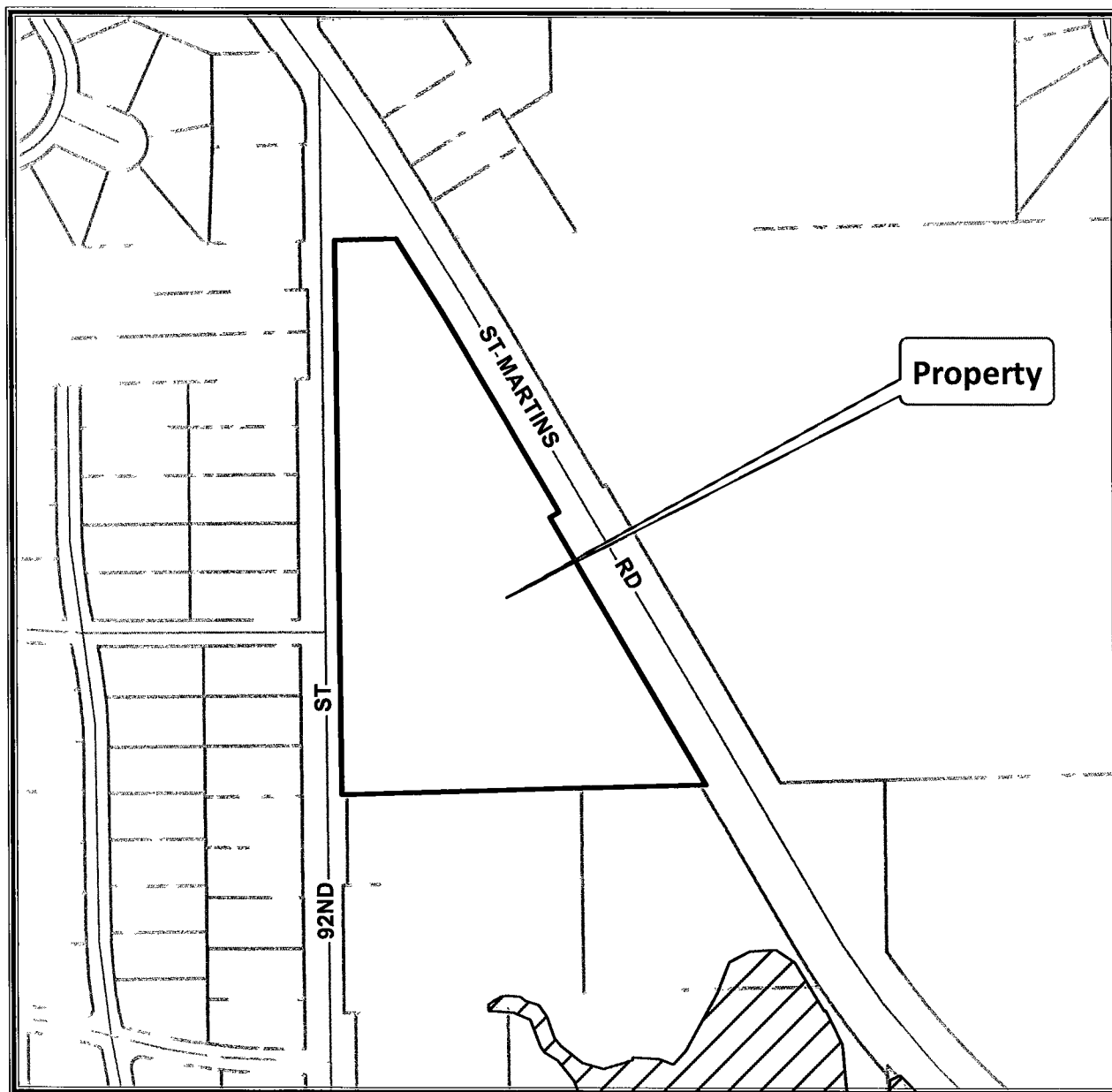


2017 Aerial Photo

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



9132 S. 92nd Street
TKN: 886 9987 000



Planning Department
(414) 425-4024

0 230 460 920 Feet



2017 Aerial Photo

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

MEMORANDUM

Date: September 30, 2019

To: Matt Talbot Recovery Services Inc.

From: City of Franklin, Department of City Development

RE: Rezoning application (9132 S. 92nd Street)

Please be advised that the Department of City Development has reviewed the above application. Staff comments are as follows for the Rezoning application submitted by Matt Talbot Recovery Services Inc., represented by Lisa Kleiner Wood, date stamped by the City of Franklin on August 7, 2019.

Unified Development Ordinance (UDO) requirements

1. Per UDO §15-9.0200(C), “the petitioner shall provide a complete legal description of the property for which for which a change in zoning is requested”. Please provide legal description for the area to be rezoned.
2. Is the area to be rezoned approximately 84,700 square feet? Please confirm this area in the project summary and legal description.
3. Per Section 15-9.0203 of the Unified Development Ordinance, please provide the following information related to the proposed rezoning:
 - a. Tax key numbers, names, and addresses of all property owners of all properties lying within 200 feet of the area proposed to be rezoned.
 - b. Plot Plan Required. Plot plan drawn to a reasonable scale and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.

Resolution 2019-7498 requirements

4. It is noted that per Resolution 2019-7498 (condition No. 8), if this rezoning is approved, the applicant shall revise and record the Certified Survey Map according to City procedures and requirements.
5. Please be aware of the 9 conditions of Resolution 2019-7498.

Engineering Department Comments

6. “We have no issue regarding the proposed rezoning. We are just concerned about the wetlands within the conservancy easements that they are trying to eliminate as shown on their proposal. Are they all zoned C-1? Please see below zoning map, showing the area C-1. Is this the area that they are trying to rezone?”.
7. “We would like to discuss the water issue and ensure that all previous Common Council directives are adequately addressed”.

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov



Phone (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: _____

REZONING APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name(s)): Name: _____ Company: <u>Matt Talbot Recovery Services, Inc.</u> Mailing Address: <u>4650 South Howell Ave</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53207</u> Phone: _____ Email Address: <u>karl@ghpwi.com</u>	Applicant is Represented by: (contact person)/(Full Legal Name(s)) Name: <u>Lisa Wood</u> Company: <u>Davis & Kuelthau, s.c.</u> Mailing Address: <u>111 E. Kilbourn Avenue, Suite 1400</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53202</u> Phone: <u>414-225-1416</u> Email Address: <u>lwood@dkattorneys.com</u>
Project Property Information: Property Address: <u>9132 S 92nd Street</u> Property Owner(s): <u>Matt Talbot Recovery Services, Inc</u> Mailing Address: <u>4650 South Howell Ave</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53207</u> Email Address: <u>karl@ghpwi.com</u>	Tax Key Nos: <u>886-9987-000</u> Existing Zoning: <u>RX C-1</u> Existing Use: <u>Residential</u> Proposed Use: <u>conservation easement area to be rezoned to R-3**</u> CMP Land Use Identification: _____

****C-1 zoning to be rezoned to R-3** The C-1 area remains subject to the conservation easement and therefore, cannot be developed
*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Rezoning submittals for review must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted.
- ☐ Application Filing Fee, payable to City of Franklin: ☐ \$1,250 ☒ \$350 (One Parcel Residential)
- ☐ Legal Description for the subject property (WORD.doc or compatible format)
- ☐ Seven (7) complete collated sets of Application materials to include:
 - ☐ One (1) original and six (6) copies of a written Project Summary, including a general description of the proposed development of the property, proposal's intent, impacts, and consistency with the Comprehensive Master Plan.
 - ☐ Seven (7) folded copies of a Plot Plan, or Site Plan, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- ☐ Email (or CD ROM) with all plans/submittal materials.
- ☐ Additional Information as may be required

- Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Requires a Class II Public Hearing notice at Plan Commission.
- Rezoning requests require Plan Commission review and recommendation and Common Council approval.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner

Name & Title (PRINT)

KARL RAJANI, PRESIDENT

Date:

5/28/19

Signature - Applicant

Name & Title (PRINT)

KARL RAJANI, PRESIDENT

Date:

5/28/19

Signature - Property Owner

Name & Title (PRINT)

Date:

Signature - Applicant's Representative

Name & Title (PRINT)

Date:

ATTACHMENT TO REZONING APPLICATION AND COMMENTS TO STAFF MEMO

In response to the staff memo, please see the comments below:

1. Per UDO §15-9.0200(C), “the petitioner shall provide a complete legal description of the property for which a change in zoning is requested”. Please provide legal description for the area to be rezoned.

The legal description is as follows:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being approximately described as follows:

Commencing at the Northwest corner of the Southwest 1/4, said Section 21; thence South 00°-31'-27" East along the West line of said Southwest 1/4, a distance of 456.82 feet; thence North 89°-28'-33" East, a distance of 170.85 feet more or less to the point of beginning of the approximate location of the portion of lands zoned C-1 (Conservancy District) as scaled from the City of Franklin GIS Property Viewer; thence Northeasterly 75 feet on a curve to the right, having a radius of 89 feet, the chord of said curve bears North 69°-22'-39" East, a chord distance of 73 feet; thence Southeasterly 75 feet on a curve to the right, having a radius of 159 feet, the chord of said curve bears South 72°-51'-30" East, a chord distance of 74 feet; thence Southeasterly 37 feet on a curve to the right, having a radius of 48 feet, the chord of said curve bears South 24°-41'-25" East, a chord distance of 36 feet; thence Southeasterly 50 feet on a curve to the left, having a radius of 80 feet, the chord of said curve bears South 14°-04'-16" East, a chord distance of 50 feet; thence Southeasterly 48 feet on a curve to the left, having a radius of 71 feet, the chord of said curve bears South 57°-04'-43" East, a chord distance of 48 feet; thence Southeasterly 62 feet on a curve to the right, having a radius of 57 feet, the chord of said curve bears South 45°-35'-19" East, a chord distance of 59 feet; thence Southeasterly 41 feet on a curve to the left, having a radius of 51 feet, the chord of said curve bears South 29°-54'-23" East, a chord distance of 40 feet; thence Southeasterly 50 feet on a curve to the right, having a radius of 50 feet, the chord of said curve bears South 30°-29'-19" East, a chord distance of 48 feet; thence South 01°-10'-18" East, a distance of 94 feet; thence Southwesterly 41 feet on a curve to the right, having a radius of 34 feet, the chord of said curve bears South 37°-42'-13" West, a chord distance of 39 feet; thence South 88°-13'-01" West, a distance of 83 feet; thence Northwesterly 93 feet on a curve to the right, having a radius of 421 feet, the chord of said curve bears North 80°-22'-03" West, a chord distance of 93 feet; thence North 45°-09'-20" West, a distance of 81 feet; thence North 29°-20'-32" West, a distance of 127 feet; thence Northwesterly 84 feet on a curve to the right, having a radius of 90 feet, the chord of said curve bears North 10°-29'-56" West, a chord distance of 81 feet; thence Northeasterly 93 feet on a curve to the right, having a radius of 259 feet, the chord of said curve bears North 22°-54'-53" East, a chord distance of 93 feet to the point of beginning.

2. Is the area to be rezoned approximately 84,700 square feet? Please confirm this area in the project summary and legal description.

The approximate area of the property to be rezoned is 84,700 square feet. There is no project summary as the property is subject to a conservation easement and therefore, the land must remain as is. The rezoning is only being requested at the direction of the City of Franklin as the City has eliminated the C-1 zoning currently assigned to a portion of the property and has requested that the C-1 portion of the property be rezoned to R-3 (the zoning of the surrounding property). The property will remain subject to the conservation easement.

- 3 Per Section 15-9 0203 of the Unified Development Ordinance, please provide the following information related to the proposed rezoning
 - a Tax key numbers, names, and addresses of all property owners of all properties lying within 200 feet of the area proposed to be rezoned

The following properties are located within 200 feet of the area to be rezoned:

9147 S. 92nd Street (tax Key No 887-0001-000), owner: Thomas M. and Anne M. Hareng, 9147 S. 92nd Street, Franklin, WI 53132

9161 S. 92nd Street (tax Key No 887-0002-000), owner: Thomas M. and Anne M. Hareng, 9147 S. 92nd Street, Franklin, WI 53132

S. 92nd Street (tax Key No 887-0003-000) – vacant land – no address, owner: Paul J. and Christy M. Flees, 3083 Jodi Lane, Palm Harbor, FL 34684

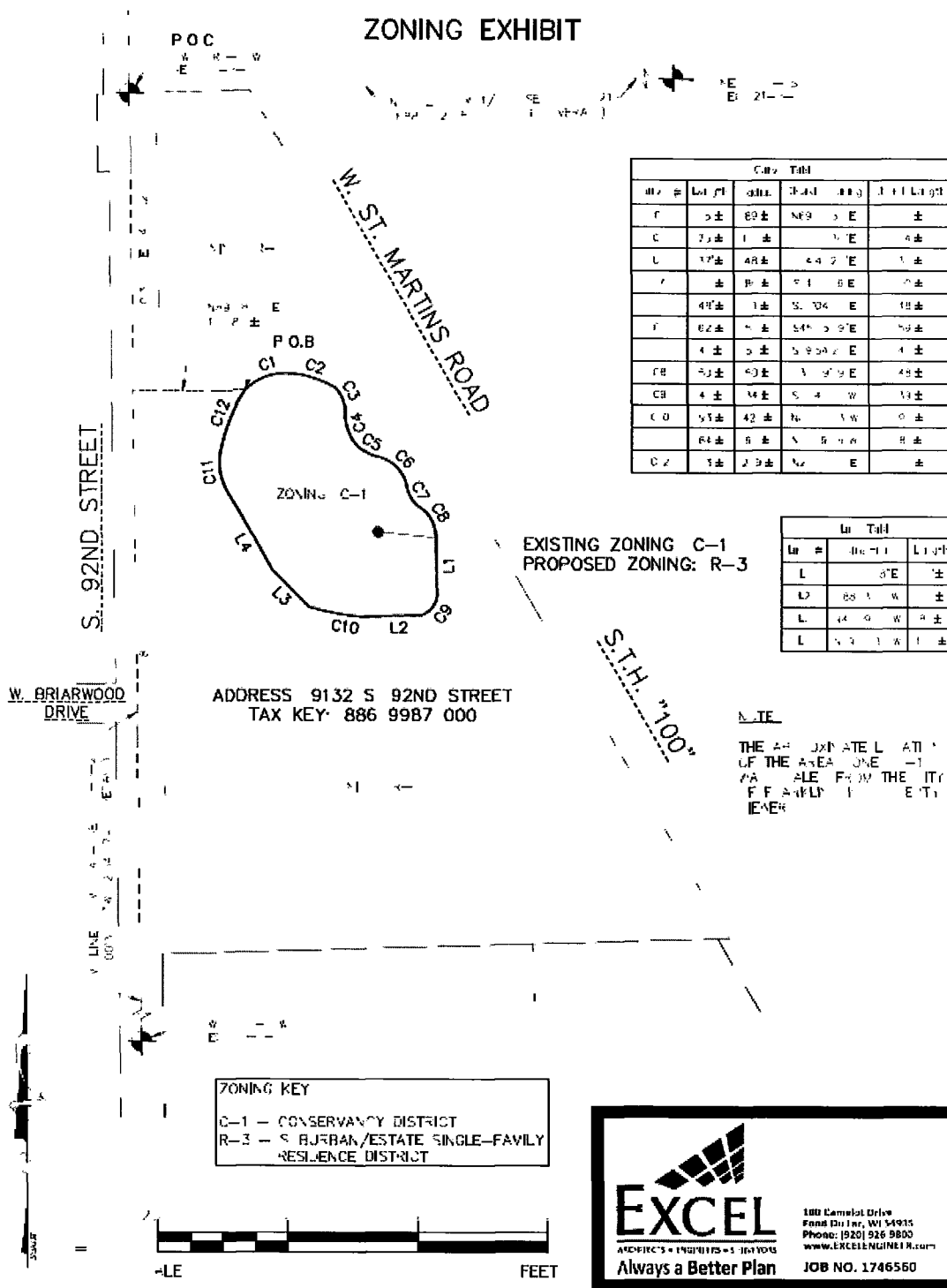
9205 S. 92nd Street (tax Key No 887-0004-000), owner: Lucy Flees, 9205 S. 92nd Street, Franklin, WI 53132

- b. Plot Plan Required Plot plan drawn to a reasonable scale and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned

The surrounding properties to the west, north and south are zoned R-3. The property to the east is zoned B-3, but is in excess of 200 feet from the area to be rezoned. The properties to the west, north and south are residential use.

SEE PLAN ON NEXT PAGE

ZONING EXHIBIT



C-1 Table					
Lot #	Lot Area	Area	Area	Area	Area
1	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
2	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
3	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
4	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
5	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
6	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
7	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
8	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
9	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
10	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
11	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
12	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
13	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
14	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
15	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
16	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
17	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
18	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
19	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
20	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
21	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
22	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
23	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
24	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
25	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
26	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
27	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
28	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
29	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
30	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
31	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
32	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
33	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
34	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
35	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
36	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
37	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
38	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
39	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
40	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
41	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
42	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
43	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
44	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
45	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
46	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
47	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
48	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
49	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
50	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
51	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
52	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
53	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
54	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
55	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
56	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
57	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
58	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
59	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
60	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
61	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
62	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
63	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
64	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
65	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
66	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
67	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
68	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
69	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
70	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
71	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
72	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
73	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
74	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
75	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
76	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
77	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
78	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
79	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
80	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
81	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
82	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
83	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
84	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
85	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
86	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
87	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
88	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
89	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
90	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
91	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
92	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
93	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
94	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
95	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
96	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
97	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
98	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
99	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±
100	1.0 ±	1.0 ±	1.0 ±	1.0 ±	1.0 ±

R-3 Table		
Lot #	Lot Area	Lot Area
1	1.0 ±	1.0 ±
2	1.0 ±	1.0 ±
3	1.0 ±	1.0 ±
4	1.0 ±	1.0 ±
5	1.0 ±	1.0 ±
6	1.0 ±	1.0 ±
7	1.0 ±	1.0 ±
8	1.0 ±	1.0 ±
9	1.0 ±	1.0 ±
10	1.0 ±	1.0 ±
11	1.0 ±	1.0 ±
12	1.0 ±	1.0 ±
13	1.0 ±	1.0 ±
14	1.0 ±	1.0 ±
15	1.0 ±	1.0 ±
16	1.0 ±	1.0 ±
17	1.0 ±	1.0 ±
18	1.0 ±	1.0 ±
19	1.0 ±	1.0 ±
20	1.0 ±	1.0 ±
21	1.0 ±	1.0 ±
22	1.0 ±	1.0 ±
23	1.0 ±	1.0 ±
24	1.0 ±	1.0 ±
25	1.0 ±	1.0 ±
26	1.0 ±	1.0 ±
27	1.0 ±	1.0 ±
28	1.0 ±	1.0 ±
29	1.0 ±	1.0 ±
30	1.0 ±	1.0 ±
31	1.0 ±	1.0 ±
32	1.0 ±	1.0 ±
33	1.0 ±	1.0 ±
34	1.0 ±	1.0 ±
35	1.0 ±	1.0 ±
36	1.0 ±	1.0 ±
37	1.0 ±	1.0 ±
38	1.0 ±	1.0 ±
39	1.0 ±	1.0 ±
40	1.0 ±	1.0 ±
41	1.0 ±	1.0 ±
42	1.0 ±	1.0 ±
43	1.0 ±	1.0 ±
44	1.0 ±	1.0 ±
45	1.0 ±	1.0 ±
46	1.0 ±	1.0 ±
47	1.0 ±	1.0 ±
48	1.0 ±	1.0 ±
49	1.0 ±	1.0 ±
50	1.0 ±	1.0 ±
51	1.0 ±	1.0 ±
52	1.0 ±	1.0 ±
53	1.0 ±	1.0 ±
54	1.0 ±	1.0 ±
55	1.0 ±	1.0 ±
56	1.0 ±	1.0 ±
57	1.0 ±	1.0 ±
58	1.0 ±	1.0 ±
59	1.0 ±	1.0 ±
60	1.0 ±	1.0 ±
61	1.0 ±	1.0 ±
62	1.0 ±	1.0 ±
63	1.0 ±	1.0 ±
64	1.0 ±	1.0 ±
65	1.0 ±	1.0 ±
66	1.0 ±	1.0 ±
67	1.0 ±	1.0 ±
68	1.0 ±	1.0 ±
69	1.0 ±	1.0 ±
70	1.0 ±	1.0 ±
71	1.0 ±	1.0 ±
72	1.0 ±	1.0 ±
73	1.0 ±	1.0 ±
74	1.0 ±	1.0 ±
75	1.0 ±	1.0 ±
76	1.0 ±	1.0 ±
77	1.0 ±	1.0 ±
78	1.0 ±	1.0 ±
79	1.0 ±	1.0 ±
80	1.0 ±	1.0 ±
81	1.0 ±	1.0 ±
82	1.0 ±	1.0 ±
83	1.0 ±	1.0 ±
84	1.0 ±	1.0 ±
85	1.0 ±	1.0 ±
86	1.0 ±	1.0 ±
87	1.0 ±	1.0 ±
88	1.0 ±	1.0 ±
89	1.0 ±	1.0 ±
90	1.0 ±	1.0 ±
91	1.0 ±	1.0 ±
92	1.0 ±	1.0 ±
93	1.0 ±	1.0 ±
94	1.0 ±	1.0 ±
95	1.0 ±	1.0 ±
96	1.0 ±	1.0 ±
97	1.0 ±	1.0 ±
98	1.0 ±	1.0 ±
99	1.0 ±	1.0 ±
100	1.0 ±	1.0 ±

Engineering Department Comments

- 6 "We have no issue regarding the proposed rezoning. We are just concerned about the wetlands within the conservancy easements that they are trying to eliminate as shown on their proposal. Are they all zoned C-1? Please see below zoning map, showing the area C-1. Is this the area that they are trying to rezone?"

The area is being rezoned pursuant to the city's requirements. The conservation easement will remain in full force and effect which easement prohibits any alteration of the wetlands. The owner is not trying to eliminate the wetlands.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 7, 2020
Reports & Recommendations	RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00	ITEM NO. <i>G. 4.</i>

BACKGROUND

As directed by Common Council on December 3, 2019, Staff solicited bids for the S. 68th Street Vertical Alignment Improvements on December 26, 2019.

Lakeside Engineers performed the design services for the project. Bids for the project were received in conjunction with the 2020 Road Program.

ANALYSIS

Three bids were received on December 26, 2019. The summary of the unit price bids are attached and totals are as follows:

- \$298,430.00 The Wanasak Corporation (Burlington, WI)
- \$304,580.36 Musson Brothers (Waukesha, WI)
- \$407,338.50 AW Oakes (Racine, WI)
- \$266,531.03 *Engineers Opinion of Probable Cost*

Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

The City has 60 days to award the contract (February 24, 2020).

OPTIONS

- A. Award contract to Wanasak for \$298,430.00; or
- B. Provide further direction to staff.

FISCAL NOTE

The Capital Improvement fund has \$300,000 appropriated for this project. A 10% allowance for contingencies on this unit price project is \$29,843.00, or a total project budget of \$328,273.00. If needed, Capital Improvement Contingency Fund will be needed.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to award the S. 68th Street Vertical Alignment Improvements project to The Wanasak Corporation for \$298,430.00.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT
IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00

WHEREAS, the City of Franklin advertised and solicited bids for the S. 68th Street Vertical Alignment Improvements project; and

WHEREAS, the low bidder was The Wanasak Corporation, with a unit price bid of \$298,430.00; and

WHEREAS, DPW expenses and overruns are budgeted at 10% of the expenses; and

WHEREAS, The Wanasak Corporation is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract in the amount of \$298,430.00 to The Wanasak Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that The Wanasak Corporation be awarded the contract for the S. 68th Street Vertical Alignment Improvements project; and

BE IT FURTHER RESOLVED that \$30,000 of the Capital Improvement Contingency Fund be reserved for this project; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with The Wanasak Corporation on behalf of the City.

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 _____

BID SUMMARY
S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS
CITY OF FRANKLIN- DECEMBER 26, 2019

Item Number	Item Description	Quantity	Unit	Engineers Opinion		Wanasak		Musson Bros		AW Oakes	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201.0105	Clearing	5	STA	\$ 550.55	\$ 2,752.75	\$ 370.00	\$ 1,850.00	\$ 1.00	\$ 5.00	\$ 750.00	\$ 3,750.00
201.0205	Grubbing	5	STA	\$ 470.37	\$ 2,351.85	\$ 370.00	\$ 1,850.00	\$ 1.00	\$ 5.00	\$ 500.00	\$ 2,500.00
203.0100	Removing Small Pipe Culverts	7	EACH	\$ 380.51	\$ 2,663.57	\$ 305.00	\$ 2,135.00	\$ 397.66	\$ 2,783.62	\$ 500.00	\$ 3,500.00
204.0100	Removing Pavement	273	SY	\$ 25.00	\$ 6,825.00	\$ 8.00	\$ 2,184.00	\$ 9.58	\$ 2,615.34	\$ 15.00	\$ 4,095.00
204.0115	Removing Asphaltic Surface Butt Joints	500	SY	\$ 23.00	\$ 11,500.00	\$ 6.00	\$ 3,000.00	\$ 15.00	\$ 7,500.00	\$ 14.85	\$ 7,425.00
213.0100	Finishing Roadway	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 2,399.00	\$ 2,399.00	\$ 2,371.59	\$ 2,371.59	\$ 1,800.00	\$ 1,800.00
305.0110	Base Aggregate Dense 3/4-Inch	43	TON	\$ 39.35	\$ 1,692.05	\$ 80.00	\$ 3,440.00	\$ 44.39	\$ 1,908.77	\$ 150.00	\$ 6,450.00
305.0120	Base Aggregate Dense 1 1/4-Inch	1075	TON	\$ 17.20	\$ 18,490.00	\$ 22.00	\$ 23,650.00	\$ 23.25	\$ 24,993.75	\$ 23.85	\$ 25,638.75
305.0130	Base Aggregate Dense 3-Inch	319	TON	\$ 22.73	\$ 7,250.87	\$ 22.00	\$ 7,018.00	\$ 20.50	\$ 6,539.50	\$ 24.50	\$ 7,815.50
416.0170	Concrete Driveway 7-Inch	273	SY	\$ 48.23	\$ 13,166.79	\$ 67.00	\$ 18,291.00	\$ 61.82	\$ 16,876.86	\$ 68.00	\$ 18,564.00
455.0605	Track Coat	211	GAL	\$ 4.50	\$ 949.50	\$ 3.00	\$ 633.00	\$ 2.50	\$ 527.50	\$ 2.75	\$ 580.25
460.5223	HMA Pavement 3 IT 58-28 S	472	TON	\$ 81.13	\$ 38,293.36	\$ 90.00	\$ 42,480.00	\$ 79.00	\$ 37,288.00	\$ 87.00	\$ 41,064.00
460.5225	HMA Pavement 5 IT 58-28 S	328	TON	\$ 85.11	\$ 27,916.08	\$ 90.00	\$ 29,520.00	\$ 84.00	\$ 27,552.00	\$ 92.00	\$ 30,176.00
465.0120	Asphaltic Surface Driveways and Field Entrances	31	TON	\$ 85.11	\$ 2,608.63	\$ 136.00	\$ 4,488.00	\$ 225.00	\$ 7,425.00	\$ 275.00	\$ 9,075.00
465.0315	Asphaltic Flumes	18	SY	\$ 66.35	\$ 1,194.30	\$ 34.00	\$ 612.00	\$ 150.00	\$ 2,700.00	\$ 200.00	\$ 3,600.00
521.1012	Apron Endwalls for Culvert Pipe Steel 12-Inch	8	EACH	\$ 200.00	\$ 1,600.00	\$ 145.00	\$ 1,160.00	\$ 336.33	\$ 2,690.64	\$ 650.00	\$ 5,200.00
521.3112	Culvert Pipe Corrugated Steel 12-Inch	89	LF	\$ 50.00	\$ 4,450.00	\$ 55.00	\$ 4,895.00	\$ 48.14	\$ 4,284.46	\$ 95.00	\$ 8,455.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1	EACH	\$ 873.03	\$ 873.03	\$ 745.00	\$ 745.00	\$ 1,181.13	\$ 1,181.13	\$ 950.00	\$ 950.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	420	LF	\$ 24.02	\$ 10,088.40	\$ 40.00	\$ 16,800.00	\$ 31.54	\$ 13,246.80	\$ 27.00	\$ 11,340.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12 Inch	91	LF	\$ 62.09	\$ 5,650.19	\$ 80.00	\$ 7,280.00	\$ 94.49	\$ 8,598.59	\$ 115.00	\$ 10,465.00
611.3003	Inlets 3-FT Diameter	2	EACH	\$ 1,304.33	\$ 2,608.66	\$ 1,800.00	\$ 3,600.00	\$ 1,546.45	\$ 3,092.90	\$ 1,450.00	\$ 2,900.00
619.1000	Mobilization	1	EACH	\$ 25,000.00	\$ 25,000.00	\$ 12,430.00	\$ 12,430.00	\$ 29,571.72	\$ 29,571.72	\$ 34,500.00	\$ 34,500.00
624.0100	Water	101	MGAL	\$ 42.56	\$ 4,298.56	\$ 30.00	\$ 3,030.00	\$ 31.42	\$ 3,173.42	\$ 55.00	\$ 5,555.00
625.0500	Salvaged Topsoil	656	SY	\$ 3.47	\$ 2,276.32	\$ 9.00	\$ 5,904.00	\$ 10.05	\$ 6,592.80	\$ 13.00	\$ 8,528.00
628.1504	Silt Fence	280	LF	\$ 2.88	\$ 806.40	\$ 3.50	\$ 980.00	\$ 3.03	\$ 848.40	\$ 3.00	\$ 840.00
628.1903	Mobilizations Erosion Control	1	EACH	\$ 300.00	\$ 300.00	\$ 535.00	\$ 535.00	\$ 505.00	\$ 505.00	\$ 350.00	\$ 350.00
628.1910	Mobilizations Emergency Erosion Control	1	EACH	\$ 300.00	\$ 300.00	\$ 590.00	\$ 590.00	\$ 555.50	\$ 555.50	\$ 350.00	\$ 350.00
628.7504	Temporary Ditch Checks	32	LF	\$ 10.00	\$ 320.00	\$ 11.00	\$ 352.00	\$ 10.10	\$ 323.20	\$ 35.00	\$ 1,120.00
628.7555	Culvert Pipe Checks	8	EACH	\$ 32.14	\$ 257.12	\$ 80.00	\$ 640.00	\$ 75.75	\$ 606.00	\$ 350.00	\$ 2,800.00
628.7560	Tracking Pad	2	EACH	\$ 1,750.00	\$ 3,500.00	\$ 2,690.00	\$ 5,380.00	\$ 769.16	\$ 1,538.32	\$ 100.00	\$ 200.00
629.0210	Fertilizer Type 8	0	CWT	\$ 429.77	\$ 171.91	\$ 535.00	\$ 214.00	\$ 505.00	\$ 202.00	\$ 200.00	\$ 80.00
631.0300	Sod Water	15	MGAL	\$ 42.56	\$ 638.40	\$ 60.00	\$ 900.00	\$ 55.55	\$ 833.25	\$ 75.00	\$ 1,125.00
631.1000	Sod Lawn	656	SY	\$ 6.79	\$ 4,454.24	\$ 8.00	\$ 5,248.00	\$ 7.58	\$ 4,972.48	\$ 10.00	\$ 6,560.00
643.0420	Traffic Control Barricades Type III	510	DAY	\$ 1.33	\$ 678.30	\$ 1.25	\$ 637.50	\$ 1.20	\$ 612.00	\$ 2.00	\$ 1,020.00
643.0705	Traffic Control Warning Lights Type A	1020	DAY	\$ 0.23	\$ 234.60	\$ 0.50	\$ 510.00	\$ 0.50	\$ 510.00	\$ 0.50	\$ 510.00
643.0900	Traffic Control Signs	930	DAY	\$ 0.84	\$ 781.20	\$ 0.75	\$ 697.50	\$ 0.65	\$ 604.50	\$ 1.50	\$ 1,395.00
643.1000	Traffic Control Signs Fixed Message	24	SF	\$ 37.18	\$ 892.32	\$ 27.00	\$ 648.00	\$ 25.00	\$ 600.00	\$ 35.00	\$ 840.00
643.5000	Traffic Control	1	EACH	\$ 3,657.00	\$ 3,657.00	\$ 5,140.00	\$ 5,140.00	\$ 4,850.00	\$ 4,850.00	\$ 7,400.00	\$ 7,400.00
645.0220	Geogrid Type SR	400	SY	\$ 3.50	\$ 1,400.00	\$ 2.50	\$ 1,000.00	\$ 2.79	\$ 1,116.00	\$ 8.00	\$ 3,200.00
690.0150	Sawing Asphalt	240	LF	\$ 2.10	\$ 504.00	\$ 1.75	\$ 420.00	\$ 1.55	\$ 372.00	\$ 3.00	\$ 720.00
690.0230	Sawing Concrete	116	LF	\$ 3.14	\$ 364.24	\$ 2.75	\$ 319.00	\$ 2.25	\$ 261.00	\$ 4.00	\$ 464.00
SPV.0035.01	Excavation Below Subgrade	145	CY	\$ 27.23	\$ 3,948.35	\$ 28.00	\$ 4,060.00	\$ 22.06	\$ 3,198.70	\$ 38.00	\$ 5,510.00

BID SUMMARY
S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS
CITY OF FRANKLIN- DECEMBER 26, 2019

Item Number	Item Description	Quantity	Unit	Engineers Opinion		Wanasak		Musson Bros		AW Oakes	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SPV.0060.05	Inlet Cover Neenah R 2564	2	EACH	\$ 760.52	\$ 1,521.04	\$ 955.00	\$ 1,910.00	\$ 1,019.91	\$ 2,039.82	\$ 1,200.00	\$ 2,400.00
SPV.0105.01	Excavation and Grading	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 43,400.00	\$ 43,400.00	\$ 47,000.03	\$ 47,000.03	\$ 94,328.00	\$ 94,328.00
SPV.0105.02	Construction Staking	1	LS	\$ 6,002.00	\$ 6,002.00	\$ 4,350.00	\$ 4,350.00	\$ 3,750.00	\$ 3,750.00	\$ 9,200.00	\$ 9,200.00
SPV.0105.03	Mailboxes	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 4,280.00	\$ 4,280.00	\$ 4,040.00	\$ 4,040.00	\$ 1,800.00	\$ 1,800.00
Category Total					\$259,631.03		\$ 281,605.00		\$ 292,862.59		\$ 396,138.50
WATER MAIN & SANITARY SEWER											
612.0902.5	Insulation Board Polystyrene, 2-Inch	50	SY	\$ 30.00	\$ 1,500.00	\$ 65.00	\$ 3,250.00	\$ 18.72	\$ 936.00	\$ 8.00	\$ 400.00
SPV.0060.01	Reconstructing Sanitary Manhole	1	EACH	\$ 1,300.00	\$ 1,300.00	\$ 2,860.00	\$ 2,860.00	\$ 3,215.52	\$ 3,215.52	\$ 2,850.00	\$ 2,850.00
SPV.0060.02	Adjusting Sanitary Manhole	2	EACH	\$ 500.00	\$ 1,000.00	\$ 1,825.00	\$ 3,650.00	\$ 973.03	\$ 1,946.06	\$ 1,150.00	\$ 2,300.00
SPV.0060.03	Adjusting Water Valve Boxes	8	EACH	\$ 200.00	\$ 1,600.00	\$ 570.00	\$ 4,560.00	\$ 385.00	\$ 3,080.00	\$ 350.00	\$ 2,800.00
SPV.0060.04	Manhole Cover Neenah R-1661	3	EACH	\$ 500.00	\$ 1,500.00	\$ 835.00	\$ 2,505.00	\$ 846.73	\$ 2,540.19	\$ 950.00	\$ 2,850.00
Category Total					\$ 6,900.00		\$ 16,825.00		\$ 11,717.77		\$ 11,200.00
PROJECT TOTAL											
					\$ 266,531.03		\$ 298,430.00		\$ 304,580.36		\$ 407,338.50

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/07/20
Reports & Recommendations	A RESOLUTION AWARDED CONTRACT TO THE LOW BIDDER, STARK PAVEMENT CORPORATION, IN THE AMOUNT OF \$1,000,000.00, FOR THE 2020 LOCAL STREET IMPROVEMENT PROGRAM	ITEM NO. <i>G.5.</i>

BACKGROUND

Pursuant to the Common Council direction on December 3, 2019, and subsequent advertising on December 11 and December 18, 2019, two (2) bids were received on December 26, 2019, for the 2020 Local Street Improvement Program. The program is anticipated to begin in May with completion scheduled no later than the end of August.

Portions of the following roads are included this year: W. Tumblecreek Drive; S. 50th Street; W. Hilltop Lane; S. Chapel Hill Drive; W. Beacon Hill Drive; S. 68th Street, W. Briarwood Drive; S. 41st Street; S. Scherrei Drive; W. Shields Drive; W. Franklin Drive; and W. Puetz Road. A portion of S. Chapel Hill Drive was removed and the length of W. Puetz Road reconstructed may have to be shortened as well due to the available budget.

ANALYSIS

The bids received were as follows:

	Total Base Bid
Payne & Dolan, Inc.	\$ 1,044,376.30
Stark Pavement Corporation	\$ 1,021,132.00

The engineer's estimate was \$1,103,412. Staff requested \$1,213,751 and \$1,100,000.00 is in the adopted 2020 budget. The City tries to keep the bid estimate about 10% under the budgeted amount to account for DPW expenses and overruns. This allows \$1,000,000.00 to be awarded to Stark and \$100,000.00 for DPW expenses and overruns.

Condition 41 in the General Conditions to the Contract portion of the Bid Documents states that "The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract. Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods: (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract." Since this is a unit price contract, City Staff re-calculated the estimate based on the removal of a portion of S. Chapel Hill Drive using Stark's bid unit prices. The revised estimate is \$931,064.66. At this price there is the possibility to add the S. Chapel Hill segment that was removed if costs wind up as estimated.

Staff recommends the award to Stark Pavement Corporation in the amount of \$1,000,000.00.

OPTIONS

- A. Award contract to Stark Pavement Corporation; or
- B. Provide further direction to Staff.

FISCAL NOTE

The Road Program fund for 2020 was adopted at \$1,100,000.00.

RECOMMENDATION

(Option A) Motion to adopt Resolution No. 2020 - _____, a resolution awarding contract to the low bidder, Stark Pavement Corporation, in the amount of \$1,000,000.00, for the 2020 Local Street Improvement Program.

SAA

caCA 2020 Local Road Improvement Program Award

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION AWARDED CONTRACT TO THE LOW BIDDER,
STARK PAVEMENT CORPORATION \$1,000,000.00, FOR THE
2020 LOCAL STREET IMPROVEMENT PROGRAM.

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 Local Street Improvement Program; and

WHEREAS, the low bidder was Stark Pavement Corporation, with a bid of \$1,021,132.00; and

WHEREAS, DPW expenses and overruns are budgeted at 10% of the expenses; and

WHEREAS, Stark Pavement Corporation is a qualified public works contractor; and

WHEREAS, the Road Program fund for 2020 was adopted at \$1,100,000.00; and

WHEREAS, based on Stark Pavement Corporation's bid unit prices, the City has removed a road segment and the revised estimate is \$931,064.66; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract in the amount of \$1,000,000.00 to Stark Pavement Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Pavement Corporation be awarded the contract for the 2020 Local Street Improvement Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corporation on behalf of the City.

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:

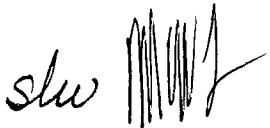
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	Professional Services Proposals from GovHR USA for Recruitment of a Director of Administration and Recruitment of a Planning Manager	ITEM NUMBER G.6.

The Director of Administration (DOA) and Planning Manager positions will become vacant in the middle of January. The Mayor wishes to proceed with two professional services contracts with GovHR USA, one to fill each of the vacancies. GovHR USA is a leading provider of public sector recruitment services in SE Wisconsin, but also serves communities throughout the United States. The City previously used them for recruitments for the City Engineer, IT Director, and Economic Development Director.

Each proposal is attached. Each proposal involves a \$14,000 recruitment fee, with additional recruitment expenses capped at \$3,000 and an additional advertising allowance of \$2,500, for a total of \$19,500. The Planning Manager position also has a "Limited Scope" proposal (proposal page 7) which reduces costs, but the Mayor does not recommend it as it pushes more workload to the City's remaining staff. Also attached is the sample of an "Addendum" that was attached to their previous contracts that incorporates important components of the City's boilerplate language. (The sample provided is from the City Engineer recruitment.) A form of the addendum will be attached to each proposal. They have previously approved use of this addendum, so no problems are anticipated. Nonetheless, the motion allows the City Attorney to accept and approve modifications to the boilerplate as he determines is appropriate.

Lee Szymborski, the assigned consultant who has previously worked with the City, confirms that their proposal continues to include providing "a composite reference contact document" that provides a summary of their reference checks for recommended candidates. Additionally, as a way of context, the "log of all candidates who applied" will provide some additional summary information for the top few candidates who missed being a recommended candidate. Note also that Phase 1 of the Planning Manager process will include consideration as to whether the City might want to upgrade the position to Planning Director to enhance the recruitment/applicant potential, which change would require further approval by the Common Council.

Per Chapter 55 of the Municipal Code, the method of selection for both positions is as follows: "Mayor, subject to confirmation by majority of all members of Council." Unless otherwise directed, the costs of the recruitment will be funded by vacancy savings and charged to the Personnel Services appropriations of the Department of Administration and Planning Department, respectively. If net vacancy savings are insufficient, the residual would be applied to the Department of Administration's Professional Services line item. One-third of the recruitment fee is due upon contract issuance, so release of the payment is incorporated into the motion.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute professional services proposals with GovHR USA for recruitment of a Director of Administration and a Planning Manager, incorporating an Addendum addressing boilerplate language, which are subject to change as determined by the City Attorney, and to authorize release of each initial payment as set forth in the proposal.



December 12, 2019

Director of Administration

Mayor Steve Olson
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mayor Olson:

Thank you for the opportunity to provide you with a proposal for the Director of Administration recruitment and selection process for the City of Franklin. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and

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management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Senior Vice President Lee Szyborski will be responsible for your recruitment and selection process. He will be assisted with background checks and administrative work by a home office Recruitment Coordinator and a Reference Specialist. Mr. Szyborski's biography is attached to this Proposal and his contact information is:

Lee Szyborski
Senior Vice President
GovHR USA LLC
Telephone: 847-380-3240
LSzyborski@GovHRusa.com

Mr. Szyborski has conducted approximately 65 executive recruitments since joining GovHR in 2013. A complete list of Mr. Szyborski's clients is available on our website at www.govhrusa.com.

References

The following references can speak to the quality of service provided by GovHR:

Wildwood, MO (City Manager, 2019) – Lee Szyborski

Councilwoman Katie Dodwell
16860 Main Street
Wildwood, MO 63040
313-640-3857
kdodwell@cityofwildwood.com

Baraboo, WI (City Administrator, 2019) - Charlene Stevens & Lee Szyborski

Mayor Mike Palm
City of Baraboo
101 South Blvd.
Baraboo, WI 53913
608-355-2715
mpalm@cityofbaraboo.com

Oak Creek, WI

(HR Manager, 2018) – Lee Szyborski

(City Administrator, 2016) – Lee Szyborski

Andrew Vickers, City Administrator
8040 S. 6th Street
Oak Creek, WI 53154
avickers@oakcreekwi.org

Shorewood, WI (Village Manager, 2017) - Lee Szyborski

Tyler Burkart

Assistant Village Manager
3930 N. Murray Ave.
Shorewood, WI 53211
414-847-2700
tburkart@villageofshorewood.org

Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Director of Administration search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next Director. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also

outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Director. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.

- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Franklin's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Citizen Involvement in the Recruitment Process

GovHR has entered into an exclusive strategic partnership with Polco. Polco provides the tools for municipalities to collect citizens' views. Community responses are validated using the local voter database to verify the responses. Civic engagement is enhanced by using websites, widgets, and apps to meet the citizens where they are. Citizens become more active and informed participants in the process by voicing their views to municipal leaders and other citizens. Polco makes voicing opinions accessible, easy and convenient. It is an excellent tool that can be used to solicit input during the recruitment process and can be used in the future for a wide variety of purposes related to civic engagement. This is an optional service. Pricing available upon request.

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

One-Way Video Interviews

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The City can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

Optional 360° Evaluation

As a service to the City, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Director at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire. Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	On-site interviews of City officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the City of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

Summary of Costs	Price
Recruitment Fee:	\$14,000
Recruitment Expenses: (not to exceed) ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts. copying etc.	3,000
Advertising: *Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	2,500*
Total:	\$19,500**

****This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.**

The above cost proposal is predicated on four consultant visits to the City; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the City not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview.

consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Franklin beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Why Choose GovHR?

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have video interviewed them, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF FRANKLIN, WISCONSIN

BY: _____

TITLE: _____

DATE: _____

CONSULTANT BIOGRAPHY

LEE SZYMBORSKI **Senior Vice President**

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full-service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has managed close to 65 executive searches for communities in Wisconsin, Illinois, Minnesota, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

Professional Education, Training and Instruction

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts degree in Political Science, University of Wisconsin - Milwaukee

Professional Development and Speaking Engagements

- Adjunct instructor at Upper Iowa University - Milwaukee Center
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

Memberships and Affiliations

- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association

- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

Awards

- Mequon – Thiensville Chamber of Commerce's Distinguished Service Award

Local Government Background

- | | |
|--|-----------|
| • City Administrator, Mequon, WI | 1999-2014 |
| • Assistant Village Manager, Buffalo Grove, IL | 1987-1999 |
| • Milwaukee County and City of Wauwatosa, WI | 1980-1986 |



January 2, 2020

Mr. Mark Luberda
Director of Administration
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Planning Manager

Dear Mr. Luberda:

Thank you for the opportunity to provide you with a proposal for the Planning Manager recruitment and selection process for the City of Franklin. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to

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the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Senior Vice President Lee Szyborski will be responsible for your recruitment and selection process. He will be assisted with background checks and administrative work by a home office Recruitment Coordinator and a Reference Specialist. Mr. Szyborski's biography is attached to this Proposal and his contact information is:

Lee Szyborski
Senior Vice President
GovHR USA LLC
Telephone: 847-380-3240
LSzyborski@GovHRusa.com

A complete list of Mr. Szyborski's clients is available on our website at www.govhrusa.com.

Scope of Work (Full Recruitment)

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Planning Manager search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next Planning Manager. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

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- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Planning Manager. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each

candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.

- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

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Phase V will include the following steps:

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- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Franklin's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

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Leadership/Personality Assessments

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Optional 360° Evaluation

As a service to the City, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Planning Manager at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

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Summary of Costs	Price
Recruitment Fee:	\$14,000
Recruitment Expenses: (not to exceed)	3,000
➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts. copying etc.	

Advertising: *Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	2,500*
Total:	\$19,500**

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files.

The above cost proposal is predicated on four consultant visits to the City; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

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Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique,

needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee (Applies Only to Full-Scope Recruitments)

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Client not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Franklin beyond the planned three visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Limited Scope Recruitment Process

GovHR offers Clients a "Limited Scope" recruitment process, designed for municipal officials who require only partial assistance with a recruitment.

The first several components of a Limited Scope Recruitment Process and a Full Recruitment and Selection Process are similar and are designed to recruit candidates for the position. The consultant will visit the community, develop and place the job announcement, conduct outreach for candidates, review resumes and conduct telephone interviews. Two (2) references and education verification will be completed for each candidate. Finally, a Recruitment Portfolio that includes the information on the recommended candidates including résumés, cover letters and any supporting information the candidate submitted will be prepared and provided to the client via a candidate presentation meeting. At this point in the Limited Scope Recruitment process, GovHR involvement will be complete.

In summary, the major differences between the Limited Scope Recruitment Process and the Full Recruitment and Selection Process are:

- A Recruitment Flyer, instead of a full Brochure, will be prepared for the Limited Scope Recruitment. This will be one page which will consist of a brief description of the community, a few candidate traits and a short list of opportunities and the job ad – all on a single page. This flyer will be distributed as a .pdf file.
- The Limited Scope Recruitment will include only the presentation of a single Recruitment Portfolio (for the client to reproduce) whereas a full Recruitment and Selection provides the client with as many books as requested. Any additional books will cost \$35 each, plus postage.
- Once candidates for interview are selected, two additional references will be contacted.
- GovHR will not conduct background investigations (court, credit, motor vehicle records checks, etc.)
- GovHR will not offer any guarantee regarding the selection and tenure of the candidates. GovHR will bill the client immediately after presentation of candidates and will not "redo" the Recruitment and Selection Process if the Client is unsuccessful in hiring someone from the group of recommended candidates.

- Development of interview questions, second interview questions, and assistance with contract negotiations will be the responsibility of the client.

Summary of Costs: Limited Scope	Price
Recruitment Fee:	\$12,500
Recruitment Expenses: (not to exceed) <ul style="list-style-type: none"> ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc. 	2,000
Advertising: <p>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is billed only for actual cost.</p>	2,000*
Total:	\$16,500**

**This fee does not include travel and accommodations for candidates interviewed.

The above cost proposal is predicated on two consultant visits to the client; the first for the recruitment flyer interview process (up to one day and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; Any additional consultant visits requested by the client will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Why Choose GovHR

We ask you to consider the following as you deliberate:

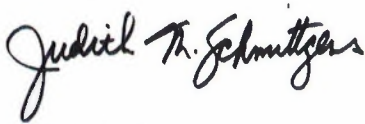
- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via Skype, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF FRANKLIN, WISCONSIN

BY: _____

TITLE: _____

DATE: _____

_____ **Full Scope Recruitment**

_____ **Limited Scope Recruitment**

CONSULTANT BIOGRAPHY

LEE SZYMBORSKI **Senior Vice President**

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full-service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has managed close to 65 executive searches for communities in Wisconsin, Illinois, Minnesota, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

Professional Education, Training and Instruction

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts degree in Political Science, University of Wisconsin – Milwaukee

Professional Development and Speaking Engagements

- Adjunct instructor at Upper Iowa University – Milwaukee Center
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

Memberships and Affiliations

- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants

- Former President Mequon-Thiensville Sunrise Rotary Club

Awards

- Mequon – Thiensville Chamber of Commerce's Distinguished Service Award

Local Government Background

- | | |
|--|-----------|
| • City Administrator, Mequon, WI | 1999-2014 |
| • Assistant Village Manager, Buffalo Grove, IL | 1987-1999 |
| • Milwaukee County and City of Wauwatosa, WI | 1980-1986 |

SAMPLE

Addendum to the Proposal by GovHR USA for Recruitment Services for a City Engineer/Director of Public Works for the City of Franklin

GovHR USA submitted a proposal to perform recruitment services for a City Engineer/Director of Public Works for the City of Franklin, WI. The proposal as submitted provides for the City to accept the services by executing page 8 of the submission letter. The following provisions are hereby incorporated as part of that service agreement, which is created through executing the proposal submission and this document. Acceptance of the proposal by the City is conditioned upon the proposal and this addendum both being executed and upon the terms of this addendum being incorporated into the proposal by reference.

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

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

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

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

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

Indemnification: To the fullest extent permitted by law, GovHR USA shall defend, indemnify and hold harmless City, City's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of

GovHR USA, its officers, directors, employees, agents and consultants with respect to this Agreement.

Conflict of Interest: GovHR USA warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. GovHR USA warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to the GovHR USA. Upon receipt of such notification, a City review and written approval is required for the GovHR USA to continue to perform work under this Agreement. The City's determination regarding conflict(s) of interest shall be final.

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

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

Assignment: GovHR USA shall not assign any of its rights, title, interest or obligations under this Agreement without the written permission of the City, which permission shall not be unreasonably withheld.

Termination: This Agreement may be terminated upon written notice at City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination by the City, the City shall pay Consultant an amount mutually agreed upon for all services performed and delivered prior to such termination.

Accepted by the City of Franklin

Accepted by GovHR USA

By: _____
Signature Date

By: _____
Signature Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS AND RECOMMENDATIONS	Update on on-going operations in Department of Administration and in Planning and Zoning and assignment of responsibilities	ITEM NUMBER <i>G.7.</i>

With the resignation of Mark Luberdia (effective 1/20/20) from the Department of Administration and Joel Dietl (effective 1/15/20) from Planning and Zoning, the following responsibilities will be re-assigned temporarily while successors are hired and trained. Recruitment efforts will be discussed elsewhere on this agenda.

Functional Responsibilities, Temporary Assignments

- Director of Economic Development Calli Berg will act as the day-to-day manager of the Planning Department with general oversight, direction and advocacy.
- Regulo Martinez-Montilva will be acting Zoning and Planning Administrator with associated responsibilities (requires AICP).
- Regulo and Marion Ecks will share responsibilities for Plan Commission agenda items based on the agenda and the projects they're assigned. Both are NOT required to be at the meetings.
- At this point, normal committee staffing is still in place but out of the ordinary tasks and project requests must be approved by the Mayor.
- Gail Olsen may accept additional decision making with Calli and Regulo and Marion's input and informing the Mayor.
- Dana Zahn will administer HR policy and benefits administration, as well as Personnel Committee coordination. Dana will work with Paul Rotzenberg on health plan administration contracts. Outside labor counsel will be used at the approval of the Mayor and within the approved budget.
- Scott Satula will assume supervision of building maintenance and Bob Tesch, as well as remaining issues related to City Hall remodeling.
- Paul Rotzenberg will assume budget responsibilities, as well as some federal reporting duties, court fee updating with the Municipal Judge, and some added contract administration.
- Jim Matelski will assume higher authority on technology budgets and implementation and, along with Lisa and Sandi, will lead website improvements.
- Sandi Wesolowski will assume authority for liability insurance administration, some newsletter and web issues, assume trusteeship for the OPEB trusts (near future) and will be appointed Public Information Officer for the City. She will also provide oversight of the contract for management of the Assessor's Office.

- Marion Ecks will assume management of the impact fee update project with Ruekert-Mielke with data assistance from Paul Rotzenberg and his staff as well as the parkland acquisition contract (yet to be executed).
- Lisa Huening will temporarily report to Sandi.
- A “Merit Plan Implementation Work Group” will be formed with several department heads to design an implementation plan.
- Courtney Day and her staff will assume responsibility for the emergency notification system, supported by Cindy Manke from the PD.
- Quarry information for the web page will be put up as received from the committee, as will integration of additional searchable agenda’s and minutes to the web page. As discussed, Lisa, Jim and Sandi have such responsibility.

The above is not a comprehensive list of duties that will need to be performed in the interim period but provides a framework for the Common Council, employees, and constituents to show continuity and areas of responsibilities. Changes may occur.

Council Action Requested

Accept and place on file.

(Olson)

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS & RECOMMENDATIONS	MOTION TO DIRECT THE COMMON COUNCIL TO DESIGNATE THE ASSOCIATE PLANNER AS THE INTERIM ZONING ADMINISTRATOR AS SUCH DUTIES PERTAIN TO ADMINISTRATION AND ENFORCEMENT OF THE UNIFIED DEVELOPMENT ORDINANCE	ITEM NUMBER <i>G. 8</i>
<p>Due to the pending resignation of the current Planning Manager, and the anticipated time needed to replace that position, it is recommended that the Common Council designate the Associate Planner as the Interim Zoning Administrator as such duties pertain to administration and enforcement of the Unified Development Ordinance, until such time as the position of Planning Manager is filled.</p> <p style="text-align: center;">COUNCIL ACTION</p> <p>A motion to designate the Associate Planner as the Interim Zoning Administrator as such duties pertain to administration and enforcement of the Unified Development Ordinance.</p>		

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	Transfer of Ownership of an Existing Laptop Computer to Mark Luberda upon Separation as the Director of Administration	ITEM NUMBER <i>G.9.</i>

Mark Luberda is the current Director of Administration (DOA) for the City, but he has resigned from that position effective at the end of January 19, 2020. During Mark's tenure he has been involved in many projects and many aspects of the City operations. With his departure, he takes with him a wealth of corporate knowledge. Mark has agreed to make himself available for questions to the extent possible without any inconvenience to his new employer or duties. Nonetheless, he believes he would be able to provide such support largely by checking his personal email at times such as before and after regular working hours and during lunch breaks, etc. The Mayor and select staff would then be able to get background information, help track down how something happened or where something is, etc. The Mayor believes this could be valuable assistance that can aid in the City's efficiency and productivity, without impinging upon Mark's new position.

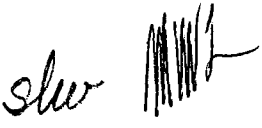
To make this work effectively, Mark would need access to a laptop, which is something he does not own. The Mayor proposes that the City give Mark the laptop that he uses in his current position. The laptop in question was purchased in 2019 at a cost of \$1,205.75, which, even at full value, is equivalent to less than 20 hours of service. The IT Director has indicated that copies of Mark's files and emails can be provided and made available off-line, and does not have any security concerns with such an arrangement. With access to such records, Mark could much more easily point someone directly to the needed information instead of having to work entirely from memory. The IT budget has funding available that Mark's replacement could use to get a new laptop that meets that individual's needs.

This small cost of transferring a used asset could be very beneficial in helping the City transition to new staff, to completing outstanding projects, and to moving into a 2021 budget process. The Director of Finance and Treasury will determine if the asset transfer has IRS implications requiring recording of income and will address it accordingly. The Mayor recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the transfer of ownership of the existing Department of Administration laptop computer to Mark Luberda upon separation as the Director of Administration.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budget for the Capital Improvement Fund to Provide Appropriations for the Station Specific Alerting System	ITEM NUMBER <i>G, 10,</i>

The 2019 Capital Improvement Fund adopted budget contained a \$265,000 appropriation for the Station Specific Alerting System. The only contract issued against the project was at 2019 year-end with Starfire Systems for \$4,800 in electrical design. That contract was not encumbered by purchase order, so the entire \$265,000 is available to be re-appropriated into the 2020 budget so that the project may be completed. A next phase of that project's development is also on the agenda for this meeting.

COUNCIL ACTION REQUESTED

A motion to approve Ordinance No. 2020-____, "An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budget for the Capital Improvement Fund to Provide for Carry Forward of Appropriations for the Station Specific Alerting System.

[Note: A roll call and four affirmative votes is required for passage.]

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING
THE 2020 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE
APPROPRIATIONS FOR THE STATION SPECIFIC ALERTING SYSTEM

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the 2019 Capital Improvement Fund adopted budget contained a \$265,000 appropriation for the Station Specific Alerting System, none of which was previously recorded as an encumbrance; and

WHEREAS, the City desires to undertake and complete the full project in 2020 so carrying forward the full appropriation is recommended.

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

Section 1 That the 2020 Budget for the Capital Improvement Fund be amended to add the following:

Capital Improvement Fund Approved Projects

Station Specific Alerting System	\$265,000
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Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020.


APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	Authorization to Execute a Contract with U.S. Digital Designs for an amount not to exceed \$184,126.43 for Purchase of Software and Hardware and Software Installation and Programming for a Fire Station Alerting System	ITEM NUMBER G.11.

The Station Alerting System project is continuing to move forward. Since late November when it was authorized, Starfire Systems became under contract for and began working on electrical system designs for installation of the system hardware to be purchased from U.S. Digital Designs. The project has two broad remaining steps: 1) acquisition of the software and hardware, including software installation, and 2) bidding out the installation of the hardware. This Council Action Sheet addresses the first of those two action items.

Statutes generally require a public construction project with fixtures to be bid out. There are a number of exceptions to this requirement, one of which is set forth in Wisconsin Statutes 62.15 (1) that allows a community to adopt an ordinance that "any class of public construction or any part thereof may be done directly by the city without submitting the same for bids." This provision is included in the City of Franklin Municipal Code. For this project, therefore, the "part thereof" that the City will perform directly pertains to direct acquisition of the software and hardware for the system. Following is a summary of the multiple reasons it is in the City's best interest to provide for a direct purchase.

- The City will save sales tax and mark-ups on equipment purchases that would otherwise be directly purchased by an installer, who would pay sales taxes, and pass those costs along to the City with a percentage markup.
- Each system is different because they are inherently designed to operate with software that drives the functionality. That functionality drives the features and capabilities and service parameters the Fire Department seeks. As such, exact comparison of software products in a sealed-bid environment is very difficult and not inherently more beneficial than a thorough review process.
- The Fire Department followed an extensive, robust selection process for recommending which software/hardware product was in the best interest of the City. The process began with a review of research papers on the topic by the Fire Department's employee/management workgroup that addresses safety. That identified five primary vendors that were then investigated through collection of sales/marketing materials. After that, a detailed survey/questionnaire of other departments with station alerting systems was performed. Tours of stations for departments with the two leading systems (Oak Creek and Arlington Heights) were conducted. The top two vendors then created designs to ensure detailed, comparable component layouts and pricing were available.
- The employee/management workgroup identified U.S. Digital Designs as having some component pieces with advantages, such as but not limited to speakers for high-noise environments; ramped, solid-burn lights; and combined speaker/light components (need 1 replacement piece instead of 2). Additionally, the system was viewed as easier to manage and maintain by staff.
- The employee/management workgroup identified cost features that supported U.S. Digital Designs, such as 1) an estimated warranty and annual maintenance agreement cost of \$12,500 versus \$21,000, 2) a smart application for cell phones for no additional charge versus a per phone fee, 3) an easier, 24/7 support that did not have extra license fees for supervisor access, and 4) an estimated final cost approximately \$60,000 less than the second leading product offer.
- Successful employee/management workgroups are important for morale and employee engagement. It is arguably in the City's best interest when projects can be done in such a manner.
- Other than Oak Creek, communities within Milwaukee and Waukesha counties that have, or that Franklin understands is moving toward, a new system are using U.S. Digital Designs, which will likely be beneficial in the event of any shared, multi-jurisdictional, closest-to-the-call Fire Department dispatching effort.

If greater detail on each of these items, or additional supporting points is needed, please let staff know. These reasons substantially support the selection process and the results of the selection process for the station alerting system hardware and software as being in the best interest of the City.

Attached is a copy of the standard purchase contract with U.S. Digital Designs. **This version should be considered a draft as it is still under review for some details.** Effort will be made to provide a final version at the meeting. Importantly, the contract does include red-lined notes showing the first version of an initial language change (pages 3, 4, and 10). These changes are not common for them, but the City has requested them to aid in continuity in the total project process. The intent of this contract is to secure fixed pricing and terms with the software and hardware vendor, but not be 100% committed to finalization and purchase costs until AFTER the bidding of the installation is completed. This ensures the final, whole-project pricing is acceptable to the City and that neither U.S. Digital Designs nor installation vendors can view the completion of either phase first as a point of leverage against the City. In short, our obligation to purchase the equipment can be cancelled with limited risk (wording on page 10) if the City does not complete the installation bid process and award a bid within 6-9 months (final period still under negotiation).

After the standard purchase contract is the 21-page quote, which remains valid despite the notation on the front page. This quote becomes Appendix A in the contract. The contract for hardware equipment and software installation and programming is generally as follows:

	U.S. Digital Designs	Electrical Install By Others (to be bid)
Primary Dispatch G@ FSA System	\$51,326.17	
Station 1	\$47,618.96	\$11,825
Station 2	\$42,590.65	\$21,450
Station 3	\$42,590.65	\$21,450
	\$184,126.43	\$54,725

Also attached are design images. Questions about the design and the device installation pattern or density should be addressed to the Fire Chief. Pricing is generally indicating a ten percent discount from what they list as their list price. They indicate that this pricing equals the pricing they submitted to NPPGov, whose website indicates that "NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency."

An estimate of the installation bidding price is also provided above. Additionally, the City would need to contract separately with its CAD provider, ProPhoenix, to connect the U.S. Digital Designs' system and software to the dispatch system. ProPhoenix does have a history of successful connection to the U.S. Digital Designs' system. It simply takes work and coordination between the vendors. The ProPhoenix cost is estimated at under \$20,000. There will likely be some additional contingency costs for the IT Department as it ensures it can comply with the network requirements, as the finishing technical review remains underway and will be coordinated with the final electrical system design. Note that the pricing below does not include annual maintenance costs after the first-year warranty, which are incorporated into the agreement. The 2019 budget was \$265,000.

COUNCIL ACTION REQUESTED

Motion to authorize execution of a contract with U.S. Digital Designs for an amount not to exceed \$184,126.43 for purchase of software and hardware and software installation and programming for a fire station alerting system.

US Digital Designs



FIRE STATION ALERTING SYSTEM PURCHASE CONTRACT

This Fire Station Alerting System Purchase Contract (“Contract”) is made in the State of Arizona by and between US Digital Designs, Inc. (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity (“Customer”):

[customer]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

1. **Recitals.** The Customer requires USDD to provide certain goods, products and services related to the Customer’s fire station alerting system. USDD has agreed to provide such goods and services to the Customer pursuant to the terms, conditions, and limitations of this Contract. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Contract.

2. **Definitions.** For purposes of this Contract, the following terms shall have the following meanings:

- a. “Additional Services” means any and all services performed by USDD at the instruction or request of Customer through its authorized personnel that are not specifically included in the Scope of Work.
- b. “Communications Gateway” means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.

- c. **“Engineering Services”** means engineering or project management services performed by USDD’s employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation sight.
- d. **“GaRI Audio Interface”** means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
- e. **“Hardware”** means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, that Hardware shall not include any televisions or monitors manufactured by third parties.
- f. **“Intellectual Property”** means any and all rights of USDD related to USDD’s Products and business existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- g. **“Products”** means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
- h. **“Quote”** means the document at Exhibit A, excluding the section titled “terms and conditions,” if any.
- i. **“Scope of Work”** means the document attached at Exhibit B. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and services included in the Quote.
- j. **“Service Agreement”** means the document attached at Exhibit C.
- k. **“Software”** means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD.
- l. **“System”** means all Hardware and Software purchased by Customer directly from USDD under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD.

- m. "Station Controller" means the CPU and related computer components (whether USDD's ATX or ATU model) to be installed at each fire station as described in the Quote.
- n. "VoiceAlert Radio" means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- o. "Warranty" means the New System Warranty attached at Exhibit D.
- p. Undefined technical terms, specifications and acronyms used throughout this Contract shall have the meanings generally attributed to them in the in the fire station alerting industry.

3. **Products and Services.** USDD agrees to provide the Products and perform the services set forth in the Scope of Work at the prices set forth in the Quote. Prices are subject to correction for error. Unless otherwise specifically waived in the Quote, Customer shall bear all costs of shipping the Products. Risk of loss or damage in transit shall be borne by USDD. Upon delivery to Customer's site, Customer shall bear all risk of loss or damage to any Products occurring thereafter.

4. **Engineering Services.** Except as otherwise set forth in the Quote, all Engineering Services provided by USDD related to the System shall be charged at \$250.00 per man-hour.

5. **Installation Services.** Except as otherwise set forth in the Quote, installation of the System shall be provided by USDD and its certified installation subcontractors as follows:

- a. Within 30 days after the execution of this Contract, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting").
- b. Either party may elect to participate in the meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with Customer regarding development of a project schedule and the Engineering Services.
- d. Thereafter, USDD and Customer will collaborate to plan and document the Products, layout, and installation protocols for each individual installation sight and finalize the project schedule (collectively the "Design Phase").
- e. Upon completion of the Design Phase, USDD-Customer shall obtain competitive bids from one or more of its-certified installation contractors for installation of the Products at each installation site. Installation contractor shall be trained and certified by USDD prior to installation of Products. Customer shall choose an

installation contractor within _____ months from the effective date of this Contract ("Bid Period").

- f. Customer shall issue its authorization to proceed with delivery of the Products and Services as set forth in the Quote within 5-_____ days of completion of the ~~Design Phase-Bid Period.~~
- g. Upon issuance of Customer's authorization to proceed, no changes will be made to the design of the System except upon written change order.

6. **Invoices and Payment.** USDD shall invoice Customer for all Products delivered to Customer and all services provided to Customer on a monthly basis. All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by USDD. Invoices unpaid for 30 days are subject to interest at 18% per annum.

7. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all training provided by USDD related to the System shall be charged at \$250.00 per man-hour, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training.

8. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station or dispatch center, USDD or its subcontractor may prepare and deliver to Customer a written request for Customer's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, Customer shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"). If Customer accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 14 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted.

9. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the "System Administrator" (as defined below), USDD and Customer shall jointly develop a written acceptance testing procedure ("ATP") and perform a test of the System ("Acceptance Test"). The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the Customer to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute Customer's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, Customer shall provide USDD with a Certificate of

Completion in a form acceptable to USDD. If Customer believes the Acceptance Test was unsuccessful, and if Customer has complied with all "Customer Obligations" (as defined below), Customer may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, Customer may terminate this Contract for cause. Failure of Customer to provide a timely Failure Notice shall constitute Customer's irrevocable acceptance of the System.

10. **Taxes.** The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which USDD shall be obligated legally to pay, either on its own, on behalf of the Customer or otherwise, with respect to the Products and services to be provided under this Contract, shall be paid by Customer in addition to all other sums due hereunder.

11. **Warranty.** USDD warrants and guarantees its Products subject to the terms and limitations set forth in the Warranty. The Customer's rights and remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

12. **Service and Support Option.** Upon expiration of the "Warranty Period" (as defined in the Warranty), Customer shall have five one-year options to purchase certain support and maintenance services from USDD (each a "Service Option") on the terms and conditions set forth in the Service Agreement. The compensation to be paid to USDD for the "Services" is the "Annual Fee" (as such terms are defined in the Service Agreement). USDD may invoice Customer for the Annual Fee as set forth in the Service Agreement. Customer shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth below. Customer may exercise its Service Option by: (a) providing written notice to USDD of its intent to exercise the Service Option at any time prior to the beginning of each one-year option period; or (b) making payment of USDD's invoice for the Annual Fee, provided however that such payment is received by USDD prior to the commencement of such one-year option period. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until Customer exercises the Service Option and pays the Annual Fee.

13. **Intellectual Property.** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Products. Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the license to use the Software, as set forth below.

14. **License.** At all times that Customer is in compliance with the terms of this Contract and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

15. **Insurance.** USDD and its contractors shall provide copies of current insurance certificates for general liability insurance and workers' compensation insurance with a minimum of \$1,000,000.00 in coverage ("Proof of Insurance"). Notwithstanding the foregoing, if after submission of the Proof of Insurance Customer authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Proof of Insurance. These terms are effective and shall be controlling whether the Proof of Insurance is provided before or after the date of this Contract.

16. **Customer Point of Contact.** Customer shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). Customer shall provide USDD with written notice of such assignment prior to the Project Meeting. Customer may change the System Administrator only upon written notice to USDD. The System Administrator shall have the principal responsibility of overseeing and managing this Contract on behalf of Customer and shall be the primary point of contact for Customer. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Customer will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

17. **Customer Obligations.** Customer shall take and perform all reasonable action necessary to facilitate USDD's performance of the Scope of Work hereunder. Without limiting the foregoing, Customer shall be responsible for the following:

- a. The provision of VPN using SSH protocol for remote access to the System for installation, testing, and remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
- c. For each "Communications Gateway" location, Customer shall:
 - i. Provide street address for each installation location of Communications Gateways;
 - ii. Provide rack or cabinet space of 2 RU or 4 RU for the installation of the Communications Gateway server pairs. Each Gateway pair is composed of two servers, each either 1 RU or 2 RU high. Customer will need to check Quote for the individual server type selected;
 - iii. Provide two or four 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on an UPS/generator powered circuit. 1U servers have one power supply for each server and 2U servers have two power supplies for each server;

- iv. Provide three 100/1000base T LAN ports for Communications Gateways and IP KVM (1 for each Communications Gateway – 2 total, and 1 for IP KVM). These LAN ports must have connectivity to the Customer's CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting. USDD will provide Network Protocol diagram for details on protocols necessary for the system operations;
 - v. Provide three CAT6 patch cables from LAN ports to Communications Gateway installation location;
 - vi. Prior to shipment of any Product, assign four IP addresses on the network where the Communications Gateways will reside, and provide the addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM);
 - vii. If Customer anticipates using the G2 Mobile smartphone application, allow all Communications Gateway IP addresses to access the URL <https://fsa-mobile.com> (note the use of https indicating use of TLS TCP port 443);
 - viii. Provide IP address for internal NTP server for Communications Gateway time synchronization to allow outbound access to time.nist.gov on NTP (UDP 123) and either allow access to DNS outside the Customer's network or provide an internal DNS server IP address; and
 - ix. Provide remote access to Customer's network by providing VPN access to the four IP addresses assigned to the Communications Gateways (access will be required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443)).
- d. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the Customer's CAD system, the Customer must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the Customer is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed.
- e. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in Customer's radio and data systems. USDD's web-based user interface software is only

supported on the most recent versions of Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers;

- f. If Customer purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, Customer shall:
 - i. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;
 - ii. Provide network access from Communications Gateways to radio consoles, if radio console control is part of the project; and
 - iii. Provide control radios, radio consoles, or other radio system access hardware necessary to interface the GaRI Audio Interface to Customer's voice radio system. Note that Customer is responsible for connection of the GaRI Audio Interface to the Customer's radio system. USDD will provide documentation and assistance.
- g. At each ATX or ATU Station Controller installation site, Customer shall:
 - i. Provide mounting location for Station Controller;
 - ii. Provide one 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
 - iii. Provide mounting location for Station Controller UPS, if necessary;
 - iv. Provide one 10/100baseT LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
 - v. Provide one IP address, subnet mask, and default gateway for each station location;
 - vi. Provide external VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22) and HTTPS (443);
 - vii. Provide connection to existing 70 volt speaker system if existing amplifier and/or speaker system is to be used;
 - viii. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide make and model of radio to be used, as well as any connector

pinouts if USDD is responsible for connection per the Contract. Note, Customer is responsible for connection to Customer's radios unless otherwise specified in the Contract;

- ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary. Provide technical documentation on any interfaces that USDD is responsible for per the Contract. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract; and
- x. Provide technical documentation of all existing equipment to which the Station Controller or Peripherals are to be interfaced. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract.

- h. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- i. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;
- j. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- k. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions; and
- l. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

18. **Cancellation and Suspension.** Any order resulting from this Contract is subject to cancellation or instructions to suspend work by the Customer only upon Customer's agreement to pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract. USDD may suspend all performances under this Contract immediately upon Customer's failure to pay any sum due hereunder for more than 30 days.

19. **Termination**

- a. **By Customer.** If this Contract is terminated by Customer for any reason other than USDD's breach, Customer shall immediately pay USDD for all work in

progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.

- b. **By USDD.** If Customer refuses or fails to perform any of its obligations in accordance with this Contract, including, without limitation, to remit all payments in a timely manner, USDD shall provide written notice thereof to Customer (“Default Notice”). The Default notice shall specifically describe the nature of the alleged failure and demand that Customer cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be five days, and in all other events shall not be less than 30 days (“Cure Period”). If Customer fails to cure the failure within the Cure Period, such failure shall be deemed a default under this Contract. In such event, USDD shall have the right to terminate this Contract by written notice to Customer, and Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.
- c. **For Failure to Complete Design Phase and Bid Period.** If the parties cannot complete the Design Phase within 30 days of the Project Meeting, or if Customer fails to select an installation contractor during the Bid Period either party may terminate this Contract by written notice to the other. In such event, Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.

20. **Assignment.** The parties shall not assign in whole or in part the Contract without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this Contract in the event of a sale of all or substantially all of this assets or stock. Additionally, USDD may subcontract any or all of the installation and Products manufacturing. Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract.

21. **Force Majeure.** Except for Customer’s duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Contract if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Contract, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

22. **Images and Testimonials.** During the term of this agreement and any Service Agreement between the parties, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

23. **Notices.** Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the Customer:

Name: _____

Title: _____

Address: _____

Fax: _____

Email: _____

For USDD:

US Digital Designs, Inc.

Attention: Dominic Magnoni

1835 East 6th Street, Suite 27

Tempe, Arizona 85281

Fax: 480-290-7892

Email: dmagnoni@usdd.com

24. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Contract. When the context of the words used in this Contract indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

25. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Contract shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Contract.

26. **Governing Law.** This Contract will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles.

27. **Execution in Counterparts.** This Contract may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Contract shall be the latest date on which any party executes this Contract.

28. **Entire Agreement.** This Contract contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Contract supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This Contract may not be amended, altered, or changed except by the express written agreement of the parties.

29. **Joint Effort.** This Contract has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Contract or any term thereof.

30. **Savings Clause.** In the event any part, provision, or term of this Contract is deemed to be illegal or unenforceable, this Contract shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Contract shall be and remain in full force and effect.

31. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Contract will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

32. **Incorporation of all Exhibits.** All exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this Contract.

[Customer Name]:

US Digital Designs, Inc.:

By: _____

By _____

Name: _____

DOMINIC MAGNONI, Vice President

Its: _____

Date: _____

Date: _____

EXHIBIT A
Quote

EXHIBIT B
Scope of Work

EXHIBIT C
Service Agreement

US Digital Designs



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity ("Customer"):

[customer]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Additional Services" shall have the meaning set forth in Section 7, below;
- b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

- c. "Commencement Date" shall be _____ [expiration of Warranty period – 18 months from date of shipment];
- d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- g. "Services" shall have the meaning set forth in Section 3, below;
- h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
- i. "System" means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the

product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. Additional Services by USDD. Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

8. Customer Facilitation of Services. In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN using SSH protocol for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and

functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the "Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

11. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.

- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

12. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

13. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

14. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

15. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

16. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

18. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

19. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

20. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or

term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

21. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer’s System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively “Images”). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer’s experience with the System (collectively “Testimonials”). Customer consents to USDD’s use of such Images and Testimonials for verification, training, and promotional purposes in USDD’s sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

22. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

[Customer]:	US Digital Designs, Inc.:
By: _____	By _____
Name: _____	DOMINIC MAGNONI, Vice President
Its: _____	
Date: _____	Date: _____

EXHIBIT D
Warranty

US Digital Designs



NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the Products purchased under the Fire Station Alerting System Purchase Contract ("Contract") and integrated into the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the Contract for a period of 18 months from date of initial shipment of Product from USDD warehouse ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the Contract.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. System Maintenance and Support. During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the “Support Services”). The Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for Customer’s System Administrator to USDD’s senior staff and engineers in the event of a “Mission Critical Failure” (as defined below); and
- d. Updates for all System Software, as and when released by USDD.

4. Claims. Prior to making a Warranty claim or requesting Support Services, Customer is encouraged to review USDD’s online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD’s technical support contact information can be found on USDD’s web site at <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. Mission Critical Failure. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure. Customer’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the Contract, which will be charged at USDD’s then current rates.

6. Exclusions and Limitations. USDD’s obligations under this Warranty are contingent on the Customer providing USDD with VPN using SSH protocol for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer’s failure to follow instructions relating to the product’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by

accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. **TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. **EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.**

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to

**Franklin, Wisconsin
Franklin Fire Department**

Project:

**G2 Fire Station Alerting System
One (1) Dispatch System & Three (3) Station Systems**

Proposal number

WI_FRNK003

Revision #

2

[Pricing Protected per Public Procurement Authority (PPA) Master Price Agreement (MPA) available to members of National Purchase Partners LLC dba FireRescueGPO dba Public Safety GPO dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>] **Franklin Fire Department is a member. #M-**

Quote Date

28-May-2019

Quote Expires.

26-Aug-2019

INSTALLATION BY

**Installation is not assumed or included by USDD
By Others**

By

**Erik Hanson
Project Manager**

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/28/19
Expires: 8/26/19

Quote SUBMITTED TO:
Franklin, Wisconsin
Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2 DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES									
Item	Part	Unit	Qty	Description	Code	Unit Price	Est. Price	Quote Price	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - ProPhoenix (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	

DISPATCH SYSTEM COMPONENTS									
Item	Part	Unit	Qty	Description	Code	Unit Price	Est. Price	Quote Price	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50	
DC2a	Kit	USDD	2	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ 3,735.00	
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC5	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPATCH SYSTEM SERVICES									
Item	Unit	Unit	Qty	Description	Code	Subtotal	Quote Unit	Quote Ext	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 393.53	\$ 354.17	\$ 354.17	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH CENTER SYSTEM	System Total	\$ 51,204.17
	Shipping Total	\$ 1,122.00
	System Subtotal	\$ 51,326.17

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PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available).
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
17	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component) Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE An additional 6 months (for total of 18 months/1 5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,387.25	\$2,148.53	3222.7875 but No Charge For Initial Warranty Period / Not Included in Subtotals	
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component) Telephone / Remote Access Support (8.00 AM - 5.00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,387.25	\$ 2,148.53	\$	-

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH SYSTEMS / SYSTEM TOTAL	\$ 51,326.17
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ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL	\$ 51,204.17
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL	\$ 122.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT	\$
ALL DISPATCH-LEVEL MISCELLANEOUS (if applicable)	\$
PRIMARY DISPATCH-LEVEL GRAND TOTAL	\$ 51,326.17

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable and if so to make the determination of the amount to be paid. Per our contracts Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/28/19
Expires: 8/26/19

Quote SUBMITTED TO:
Franklin, Wisconsin
Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNKALL STATIONS.FSA.2019.05.21.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP	EXP	\$ 7,325.00	\$ 6,592.60	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others, C E C control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others, C E C control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	3	MS-G Adapter Plate, SINGLE VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ 102.60	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 774.90	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	25	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 7,312.50	
SP16	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays. Includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	6	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,674.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation Installation is not assumed or included by USDD	ST-INST			\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,260.60	\$ 2,034.54	\$ 2,034.54	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,114.68	\$ 1,003.21	\$ 1,003.21	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 444.33	\$ 399.90	\$ 399.90	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.34	\$ 51.61	\$ 51.61	
SS7a	Ea	USDD	1	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE An additional 6 months (for total of 18 months/1 5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,929.22	\$ 3,536.30	5304.447 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,929.22	\$ 3,536.30	\$ -	

STATION 01		System:	\$ 46,403.96
		Shipping:	\$ 1,215.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 47,618.96

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.
For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.

Station System Installation Notes:
01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors
03 USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 Structural backing for system devices and other millwork (not specifically detailed) by others.
11 If applicable Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power including (but not limited to) raceway conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments
15 - Any misuse, unauthorized modification, improper installation excessive shock, attempted repair accident, or improper or negligent use, storage transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/28/19
Expires: 8/26/19

Quote SUBMITTED TO:
Franklin, Wisconsin
Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNK.ALL STATIONS.FSA.2019.05.21.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others, C E C control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others, C E C control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -
SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	MS-G Adapter Plate, SINGLE VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ 68.40	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	21	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 6,142.50	
SP16	Ea	USDD	3	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 877.50	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-1/4") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (Installation is not assumed or included by USDD)	ST-INST			\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,118.65	\$ 1,906.79	\$ 1,906.79	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,100.26	\$ 990.23	\$ 990.23	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 423.73	\$ 381.36	\$ 381.36	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.08	\$ 49.58	\$ 49.58	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600 00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325 00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725 00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE. An additional 6 months (for total of 18 months/1 5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,813 57	\$ 3,432.21	5148 3195 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5 00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,813 57	\$ 3,432.21	\$ -	

STATION 02		System:	\$ 41,463.65
		Shipping:	\$ 1,127.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 42,590.65

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer) If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.</p> <p>For FSASaaS Program The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations</p>

Station System Installation Notes
01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided
02 Because these are mission-critical systems USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 USDD can source qualify train and certify Local Licensed Regional Subcontractors where needed

04	Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD
05	Unless specifically detailed in this proposal, installation to be performed during normal working hours
06	Unless specifically detailed in this proposal, no permit fees or material charges have been included
07	Unless specifically detailed in this proposal no removal or remediation has been assumed or included
08	Unless specifically detailed in this proposal, no bonds of any type (performance bid) have been assumed, included or budgeted for in this proposal.
09	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	Structural backing for system devices and other millwork (not specifically detailed) by others
11	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	All electrical power including (but not limited to) raceway conduit, backboxes service panels, high-voltage wiring and fixtures by others.
13	All communications pathway infrastructure (network, radio etc.) by others unless specifically detailed in this proposal
14	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15	Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair accident, or improper or negligent use storage transportation or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/28/19
Expires: 8/26/19

Quote SUBMITTED TO
Franklin, Wisconsin
Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNK.ALL_STATIONS.FSA.2019.05.21.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others, C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -
SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	MS-G Adapter Plate, SINGLE VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ 68.40	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	21	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 6,142.50	
SP16	Ea	USDD	3	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 877.50	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (Installation is not assumed or included by USDD)	ST-INST			\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,118.65	\$ 1,906.79	\$ 1,906.79	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,100.26	\$ 990.23	\$ 990.23	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 423.73	\$ 381.36	\$ 381.36	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.08	\$ 49.58	\$ 49.58	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600 00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325 00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725 00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8 00 AM - 5.00 PM MST) PLEASE NOTE An additional 6 months (for total of 18 months/1 5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,813 57	\$ 3,432.21	5148.3195 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5.00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,813.57	\$ 3,432.21	\$ -	

STATION 03		System:	\$ 41,463.65
		Shipping:	\$ 1,127.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 42,590.65

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable and if so, to make the determination of the amount to be paid Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.
For FSASaaS Program The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and suport includes Mobile Smart Phone Alerting App and Mapping Services Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.

Station System Installation Notes.
01 - Unless specifically detailed in this proposal no installation by USDD or it's subcontractors is assumed or provided
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source qualify train and certify Local Licensed Regional Subcontractors where needed

04	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD
05	Unless specifically detailed in this proposal, installation to be performed during normal working hours
06	Unless specifically detailed in this proposal, no permit fees or material charges have been included
07	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included
08	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal
09	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	Structural backing for system devices and other millwork (not specifically detailed) by others.
11	If applicable Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	All electrical power including (but not limited to) raceway conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13	All communications pathway infrastructure (network, radio etc.) by others unless specifically detailed in this proposal
14	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15	Any misuse unauthorized modification, improper installation, excessive shock, attempted repair accident, or improper or negligent use storage transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 5/28/19

Expires: 8/26/19

Quote SUBMITTED TO

Franklin, Wisconsin

Franklin Fire Department

REF PROPOSAL

WI_FRNK003 v2

Section Totals

SECTION TOTALS			
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]			
DISPATCH-LEVEL SUBTOTAL		\$	51,326.17
Includes	PRIMARY DISPATCH G2 FSA SYSTEM	\$	51,326.17
	PRIMARY DISPATCH MOBILE APP SERVICE	\$	-
	PRIMARY DISPATCH MAPPING SERVICE	\$	-
	PRIMARY DISPATCH WARRANTY & SUPPORT	\$	-
	PRIMARY DISPATCH G2 FSA SYSTEM MISC.	\$	-
Notes	One (1) Dispatch Center System currently proposed/included No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal		
STATION-LEVEL SUBTOTAL		\$	132,800.26
Includes	STATION 01 SYSTEM	\$	47,618.96
	STATION 01 WARRANTY & SUPPORT	\$	-
	STATION 01 MISC	\$	-
Includes	STATION 02 SYSTEM:	\$	42,590.65
	STATION 02 WARRANTY & SUPPORT:	\$	-
	STATION 02 MISC:	\$	-
Includes	STATION 03 SYSTEM:	\$	42,590.65
	STATION 03 WARRANTY & SUPPORT:	\$	-
	STATION 03 MISC :	\$	-
Notes	Three (3) Station Systems currently included in this proposal, Installation is not assumed or included by USDD		
US Digital Designs System Total		\$	184,126.43

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty.

subject to change if system design is modified. For additional details, please review current O&M Availability
Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD")
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

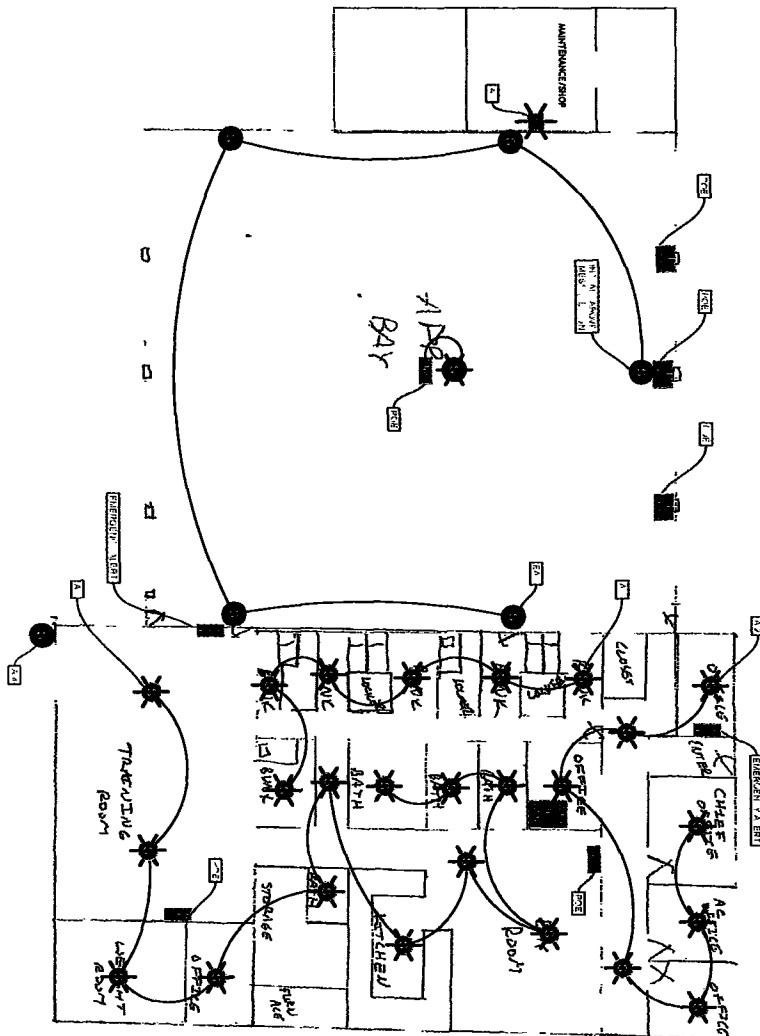
7.3 EXCLUSIONS AND LIMITATIONS USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.














































EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE.** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide,
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **SHIPPING/DELIVERY** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
13. **CREDIT CARDS** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
15. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS**

- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 4. PHOENIX CQ SYSTEM IS ABLE TO SIGNAL OWNER/FURNISHED SYSTEMS, EXHAUST LIGHT GAS SHUT OFF, ETC., BUT USDO DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.
- INSTALLER NOTES:
1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND EXISTING OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP, IF APPLICABLE).
 2. INSTALLER TO PROVIDE 1 CABLE GATE FROM ATX CONTROLLER TO EXISTING STATION AUDIO SYSTEM WITH REMOTE CONTROL BACKUP.
 3. INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE.



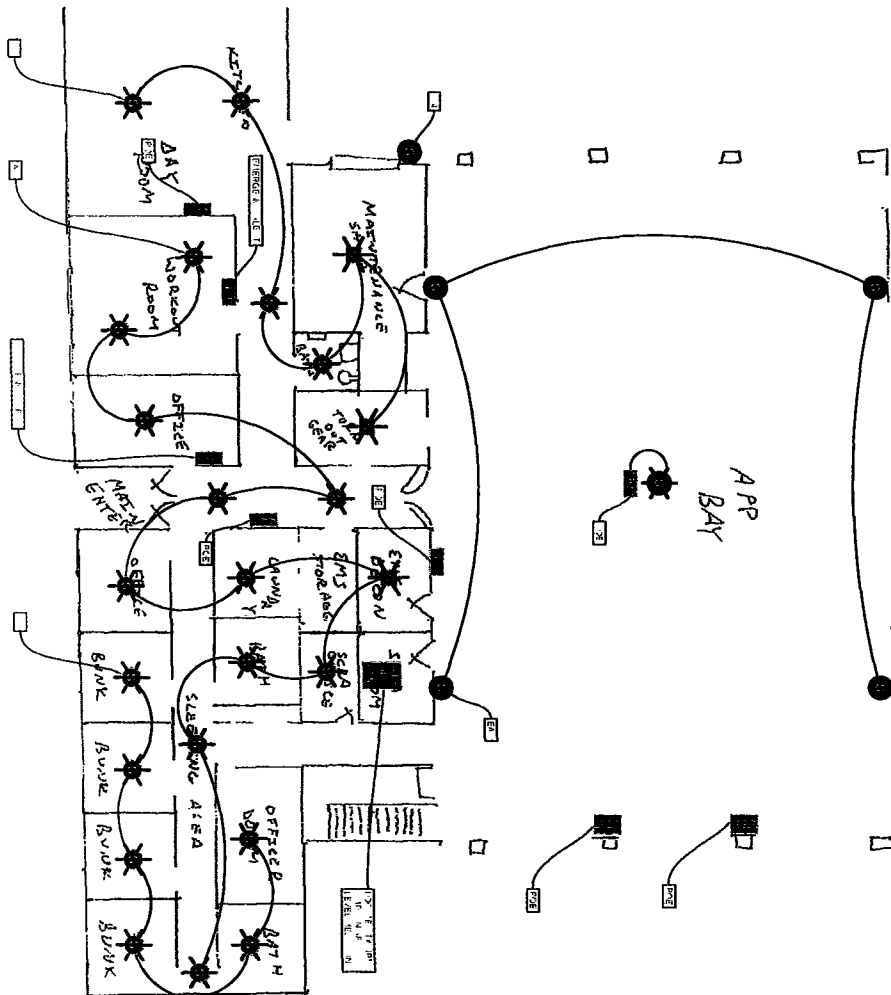
US Digital Designs	
Count	Name
1	EXTERNAL AMPLIFIER (EO-100W)
1	QZ ANTENNA CONTROL LER
25	QZ DUT SPEAKER (QZ-1MC-10)
1	QZ DUT SPEAKER-RCO
1	QZ MESSAGE RECORDER 2
5	G2 MESSAGE SIGN STANDING (G2-5S)
1	G2 US ADAPTOR PLAT SINGLE (AP-5)
1	QZ OMNISOURCE SPEAKER
1	G2 DUBS (G2-DUBS)
3	AS-WART 1
2	PUSH BUTTON (RED)
6	SPEAKER WEATHER-PROOF

SYMBOL	DESCRIPTION
	STATION CONTROL BOX
	PROVING COIL
	STATION CONTROL BOX
	EXPANSION MODULE
	REMOTE
	REMOTE
	REMOTE
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project	CITY OF FRANKLIN, WI		
building	FIRE STATION 1		
filename	USDD.WI_FRNK.FS01.FSA.DWG		
date	21-May-2019	JA	design by



- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING STUDS.
 3. US DIGITAL DESIGNS THE STATION ALERTING PLANS ARE FOR SOUNDING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 4. PHOENIX (G) SYSTEM IS MADE TO SUPPORT EXISTING AND NEW SYSTEMS. EXHAUST LIGHT GAS SHUT OFF, ETC., BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.
- INSTALLER NOTES:
1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP, IF APPLICABLE).
 2. INSTALLER TO PROVIDE 1 CABLE CLAMP FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO SYSTEM FOR BACKUP.
 3. INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE.



Count	Name
1	US DIGITAL WEATHER
1	ALTIMETER ADAPTER (40-100W)
1	GA ALT STATION CONTROLLER
21	GA LED SPEAKER (G2-1W, H=70)
3	GA LED SPEAKER BOX
1	GA MESSAGE REMOTE 2
5	GA MESSAGE HORN STANDARD (MS-G2-5)
2	GA MS ADAPTOR PLATE SINGLE (AP-S1)
1	GA OMNISOURCE SPEAKER
1	GA D05 (G2-005)
2	MS-WMT-ART-1
2	PUSH BUTTON (RED)
5	SPEAKER WEATHER PROOF

[illegible]

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12

EA n = G2 External Amplifier 1 . n

5/21/2019 9.49 04 AM

project	CITY OF FRANKLIN, WI		
building	FIRE STATION 2 & 3		
filename	USDD.WI_FRNK.FS02_3.FSA.DWG		
date	21-May-2019		JA design by



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 01/07/20
Reports & Recommendations	REQUEST FOR APPROVAL OF REVISED RATES OF SERVICE FOR STREET AND UTILITY CONSTRUCTION INSPECTION FOR THE YEARS 2020 AND 2021	ITEM NO. <i>6.12.</i>

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public utilities and construction of roadways in public right-of-ways and easements. This inspection is most commonly used for private development. The developers pay for this inspection.

ANALYSIS

1. Three firms are providing outstanding service and are used in an ongoing rotation. Those firms are:
Graef
raSmith
Ruekert-Mielke
2. The term of consultant employment is two years.
3. The consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. As shown on the attached document, the increase is approximately 5% from the previous term. All three firms have confirmed that the blended rates are acceptable.
4. Each firm's Staff have proved to adequately perform and are again seeking assurance of inspection work to maintain staffing levels. Given these firms have enough qualified personnel including much needed supervision for coordination, it is the recommendation of Staff to increase rates for 2020 and 2021 to the proposed rates.

OPTIONS

- A. Extend agreements with rates for 2020 and 2021
- B. Provide further direction to staff.

FISCAL NOTE

Rates of compensation for inspection services will be common for all firms and as charged to developers.

RECOMMENDATION

(Option A) Motion for approval of revised rates of service for street and utility construction inspection for years 2020 and 2021.

Encl.

PROPOSED INSPECTION CHARGE OUT RATES FOR 2020 AND 2021
AND COMMON TERMS OF AGREEMENT
CITY OF FRANKLIN
January 7, 2020

Three firms (Graef, raSmith, and Ruekert-Mielke) have submitted charge-out rates for 2020 and 2021. The rates have been blended to establish one set of rates for each firm, which amounts to an increase of approximately 5% from the previous term.

	2018-2019	2020-2021
	Current	Proposed
Construction Supervisor	\$133/hr	\$140/hr
Tech III	\$96/hr	\$101/hr
Tech II	\$85/hr	\$89/hr
Tech I	\$67/hr	\$72/hr
Survey Crew (two-person)	\$187/hr	\$196/hr
Survey Crew (one-person)	\$135/hr	\$142/hr
CADD Tech IV	\$102/hr	\$107/hr

- Mileage will be based on City rate.
- Tech IIIs are the senior and most experienced techs, with more than 10 years progressive experience. Tech IIs are experienced with more than five years progressive experience. Tech Is should be committed full-time employees gaining experience.
- Subdivision development must be inspected primarily by either a Tech III or Tech II. A Tech I can be used only as a “second” or associate on site with a Tech III present.
- As-built, punch list crew members will be billed out as individual involved i.e., one Tech III, one Tech I, etc.
- Each firm must provide a certificate of insurance.

APPROVAL <i>slw</i> <i>pl</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 7, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE APPROPRIATIONS FOR PUBLIC SAFETY SERVICES DURING THE 2020 DEMOCRATIC NATIONAL CONVENTION	ITEM NUMBER <i>G.13,</i>

Background

The City of Milwaukee has requested Public Safety assistance during the 2020 Democratic National Convention. Milwaukee has offered an Intergovernmental Cooperation Agreement for the services, which requires Milwaukee to reimburse Franklin for the cost of the services provided.

An Intergovernmental Cooperation Agreement will be considered under separate cover at a later date.

The 2020 Budget does not provide for any appropriations for the estimated cost of services to be provided.

Franklin's Police Chief is considering providing the assistance of Franklin's SWAT team, consisting of ten officers during the convention. The estimated cost of those ten officers for five days for ten hours per day at overtime rates is under \$50,000.

Analysis

The impact of the 2020 Budget would be to increase Intergovernmental Charges for Services by \$50,000, increase Police Personnel costs by \$50,000. The proposal would also reduce Restricted Contingency by \$50,000 so as to retain the total 2020 Appropriations constant, and potentially adversely impact future Expenditure Restraint State Aids.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2020 Budget Amendment to provide sufficient appropriations for the contemplated Intergovernmental Agreement to provide Public Safety assistance during the July 2020 Democratic National Convention in the City of Milwaukee.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2019-2398, an ordinance adopting the 2020 annual budgets for the General Fund to provide appropriations for public safety services during the 2020 Democratic National Convention

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING
THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE
APPROPRIATIONS FOR PUBLIC SAFETY SERVICES DURING THE 2020 DEMOCRATIC
NATIONAL CONVENTION

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the City of Milwaukee has requested Public Safety assistance for the July 2020 Democratic National Convention; and

WHEREAS, the 2020 Budget does not contain any appropriations for such services; and

WHEREAS, the City is considering an intergovernmental cooperation agreement to provide requested Public Safety services for the convention which requires the City of Milwaukee to reimburse the City of Franklin for the costs of such Public Safety services.

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

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund

Intergovenmental Rev	Police Services	Increase	\$ 50,000
Personnel Services	Overtime	Increase	50,000
Restricted Contingency		Decrease	50,000

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES____NOES____ABSENT____

APPROVAL <i>slw</i> <i>ph</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 7, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND TO RECLASSIFY \$6,400 OF CONTINGENCY APPROPRIATIONS TO QUARRY MONITORING SERVICES	ITEM NUMBER <i>G.14.</i>

Background

On Dec 3, 2019, the Common Council authorized the use (G-9) of \$6,400 of Contingency appropriations for a quarry limits survey. A contract with Lynch & Associates was authorized at that time using General Fund Contingency appropriations.

Analysis

A 2019 Budget Amendment is needed to reclassify the expenditure from Contingency to Planning Services where other Quarry Monitoring services are recorded.

Recommendation

Th Director of Finance & Treasurer recommends the adoption of a 2019 General Fund Budget amendment to move the contingency appropriations to Planning – Non-Personnel services to properly classify the expenditure.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2018-2345, an ordinance adopting the 2019 annual budgets for the General Fund to reclassify \$6,400 of contingency appropriations to quarry monitoring services

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING
THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND TO RECLASSIFY \$6,400 OF
CONTINGENCY APPROPRIATIONS TO QUARRY MONITORING SERVICES

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

WHEREAS, on December 3, 2019 the Common Council directed that \$6,400 of contingency appropriations be used to survey quarry limits; and

WHEREAS, the proper classification of the expenditure is to Planning Non-Personnel expenditures.

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

Section 1 That the 2019 General Fund Budget be amended as follows:

General Fund

Planning	Non-Personnel Services	Increase	\$6,400
Contingency	Un-restricted	Decrease	6,400

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

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

APPROVED:


Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

PO# 74355

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/3/2019
REPORTS & RECOMMENDATIONS	Re-Authorize funding for Quarry Survey Services with Lynch & Associates	ITEM NUMBER 6.9.

At their meeting of March 19, 2019, the Common Council approved \$6,000 from General Fund Contingency for completion of a survey and authorized an amendment to the Quarry Monitoring Professional Services Agreement for 2019 with Stantec. That amendment was executed in June of 2019. Council reviewed that amendment at their meeting of July 16, 2019, where the Council concluded that an independent party was best to perform the work and authorized Alderwoman Wilhelm to "work with staff to come up with a solution." That process resulted in bidding out the services with the Common Council at the last meeting authorizing awarding the contract to Lynch and Associates for \$6,400.

The purpose of this action sheet is to request a re-authorization of appropriations to fund the recently approved contract. Alderwoman Wilhelm confirms that Stantec is fully aware that they are not performing the survey work previously discussed and will not present any billings against that \$6,000 change order. However, from a technical, legal standpoint, the initial authorization is tied up by the executed change order with Stantec, even though we have no expectation that charges will be forthcoming. The quickest solution is to simply re-authorize an additional appropriation from the General Fund Contingency.

With the understanding that Stantec will not be performing the work on the change order, staff recommends the following motion be approved so that a contract with Lynch, as previously approved, may be executed.

The General Fund Contingency has sufficient funds to cover the \$6,400. The unused Stantec appropriation will simply be evaporated when their 2019 contract is closed out. After the contract is executed, an encumbrance will be booked so the requested 2019 appropriation will carry forward to 2020 should the work not be completed in December.

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Needed

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COUNCIL ACTION REQUESTED

Motion to authorize that \$6,400 of General Fund Contingency appropriations be used to fund the Quarry Survey Services contract with Lynch & Associates, which contract was previously approved at the November 19, 2019 meeting.

DOA - MWL

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 7, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYOVER \$78,300 OF UNUSED 2019 APPROPRIATIONS FOR THE INSPECTION DEPARTMENT	ITEM NUMBER <i>G, 15.</i>

Background

On Dec 17, 2019 the Common Council directed the Director of Finance & Treasurer to prepare a 2020 Budget modification not to exceed \$78,362 for consideration to carry forward available Inspection Services Department Personnel Services. As Development activity increases and building permit revenues were recorded in 2018 & 2019 for projects that continue under construction, available resources can be carried to 2020 to provide for 2020 expenditures providing the inspection services for those projects.

Analysis

There are more un-used 2019 Inspection Services Personnel Services available for carry forward to 2020 than the Council directed. Information on 2019 is preliminary at this point, but it is likely that the full amount Council directed will be available.

Recommendation

The Director of Finance & Treasurer recommends the adoption of a 2020 Inspection Services Department budget modification to bring \$78,300 of un-used 2019 Personnel

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to carryover \$78,300 of unused 2019 appropriations for the inspection department

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE CARRYOVER \$78,300 OF UNUSED 2019 APPROPRIATIONS FOR THE INSPECTION DEPARTMENT

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the Common Council on December 17, 2019 directed that a 2020 Budget Amendment be prepared to carryover not to exceed \$78,362 of 2019 Inspection Department Personnel Services; and

WHEREAS, there are more than \$78,362 of unused 2019 Inspection Services Personnel appropriations

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

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund				
	Inspection Services	Personnel Services	Increase	\$78,300

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

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

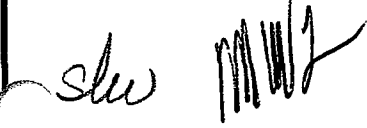
APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Request to Carry Forward 2019 Appropriations in the Inspection Services Department, Reflecting Unused Special Appropriations Previously Authorized for Supplemental Services	ITEM NUMBER G.15,

At the meeting of April 1, 2019, the Common Council approved a budget modification appropriating 2018 net revenues of \$78,362 into the Personnel Services Appropriation Unit of Inspection Services. The intent, as approved, was described, in part, as follows:

"Building Inspection: Building Inspection would hire limited-term temporary employees for the Director of Inspection Services to use and assign as needed. Essentially this means that the City would bring on to the payroll various, appropriately-licensed, commonly-retired individuals to supplement our response. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This will give great flexibility to address peak demands and short-term absences (vacations and training). The City has historically used (and is currently using) such individuals on a very limited, informal contract basis, but it will be better to bring them on as employees. As employees, any workers compensation and liability issues are more clearly addressed. Since these individuals will typically be highly experienced individuals who may expect to be paid at or near the top of the range for such on call services, included in this recommended plan is the Common Council's authorization for the Mayor and Director of Administration to approve hourly rates that exceed the market rate (meaning within the top 35% of the approved pay range) for these individuals, where appropriate. Additionally, if approved as presented the Common Council should anticipate that the Director of Inspection Services, subject to oversight by the Director of Administration, may approve certain travel time, such as reporting to work or a work site, as hours of service. This is commonly expected for such short-term services, and will be considered on a case-by-case basis by the Director of Inspection Services."

The appropriation was also able to be used for increased overtime demand for current full-time employees.

It was approved because of the following:

"The City of Franklin is experiencing a surge in development activity which is not expected to lighten up in the near term...At the same time, Inspection Services is feeling the same pressure which will continue for many months beyond each project approval, given the length of the Building construction process."

Many of these projects are still underway or still pending approval, while the City is actively pursuing multiple substantial developments across the City. Since much of the work remains, Staff recommends carrying forward any unused portion of the previously approved amount to the 2020 budget so that it can be used during 2020 for the same purpose and same manner as previously approved.

COUNCIL ACTION REQUESTED

2K

Motion to recommend carrying forward the available Personnel Services appropriations within the Inspection Services Department, not to exceed \$78,362, and directing the Director of Finance and Treasurer to prepare a 2020 Budget modification for consideration.

DOA-MWL

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 7, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYOVER \$ 44,000 OF UNUSED 2019 PLANNING DEPARTMENT APPROPRIATIONS	ITEM NUMBER <i>6.16.</i>

Background

On April 1, 2019, the Common Council authorized \$48,464 of additional Planning Department appropriations to aid providing the planning services generated by the increased development activity.

On August 20, 2019, the Common Council authorized the transfer of \$48,700 of Planning Department appropriations for additional Professional Service.

The Planning Department has used \$ 43,428 of the authorized appropriations. However, recent staffing changing will unfavorably impact the departments capabilities.

The 2020 Adopted Budget provides no outside Professional Services to assist the Department.

Preliminary 2019 results, indicates \$38,000 of 2019 Planning Professional Services went un-used, and these appropriations will add to end of 2019 Fund Balance.

The 2019 Planning Department also included a \$6,000 appropriation for the purchase of MapLink software, enabling the Planning Department to link the online zone maps with the zoning ordinance. This software is maintained by the same firm that maintains the City's UDO and Municipal Code. This project was not completed in 2019. While Planning Department management is transitioning at this time, it is recommended that this unused 2019 appropriation be carried forward to 2020, enabling the next Planning Department management to complete this valuable project.

The Director of Administration did not consider this carryover request at the December 17, 2019 Council meeting, as information was too preliminary at that time.

Recommendation

The Director of Finance & Treasurer recommends that the Common Council adopt the proposed attached Ordinance which will carryforward unused 2019 Planning Department appropriations of \$38,000 for Professional Services and \$6,000 for MapLink software to 2020.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an ordinance adopting the 2020 annual budgets for the General Fund to carryover \$ 44,000 of unused 2019 Planning Department appropriations.

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING
THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYOVER \$44,000 OF
UNUSED 2019 PLANNING DEPARTMENT APPROPRIATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on April 1, 2019 the Common Council authorized \$48,700 of added 2019 Planning Department appropriations from excess 2018 Planning resources; and

WHEREAS, on August 20, 2019 the Common Council transferred \$43,428 of personnel appropriations to Professional Service appropriations related to vacant positions in 2019; and

WHEREAS, the Planning Department will have approximately \$38,000 of un-used 2019 Professional Services appropriations at December 31, 2019; and

WHEREAS, the Planning Department did not complete the purchase of the MapLink software project included in the 2019 Non-Personnel services appropriations.

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

Section 1 That the 2020 Budget for the General Fund be amended as follows:

General Fund

Planning Dept	Professional Services	Increase	\$38,000
Planning Dept	Non-Personal Services	Increase	6,000
Contingency	Non-Restricted	Decrease	44,000

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

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



APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL  	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/1/2019
REPORTS & RECOMMENDATIONS	Ordinance 2019-_____ amending Ordinance 2018-2345, an ordinance adopting the 2019 annual budget for the General Fund for the City of Franklin, to appropriate \$48,464 within the Planning Department and \$78,362 within the Inspection Services Department, reflecting amounts equal to each Department's 2018 revenues in excess of budgeted revenues, to support implementation of a plan for supplemental services for those Departments	ITEM NUMBER G.7.

Elsewhere on the Common Council's agenda is a request to authorize a plan for supplemental services for the Planning and Inspection Services Departments, subject to and contingent upon separate adoption by the Common Council of a Resolution modifying the 2019 budget to appropriate an amount equal to the Department's 2018 revenues in excess of budgeted revenues.

These amounts are in consideration because these departments generated significantly extra revenue in 2018 than budgeted. While neither department exceeded their expenditure appropriations for 2018, the draft Annual Financial Report indicates the following pertaining to revenue.

Department	Budgeted Revenue	Actual Revenue	Net Revenue
Planning	\$53,500	\$101,964	\$48,464
Inspection Services	\$830,000	\$908,362	\$78,362

This action allows program revenues for these areas to directly support ongoing program demands for these areas without requiring use of additional property tax dollars or the initial fund balance when entering 2018. This is a reasonable consideration because the draft Annual Financial Report indicates a surplus in the General Fund for 2018 that exceeds \$700,000.

Mayor and Staff, therefore, recommend that these net revenues from the departments for 2018 be reprogrammed and appropriated from the General Fund fund balance to ensure additional support services for the Departments. 2018 will still result in added General Fund surplus of over \$600,000.

The attached budget modification achieves the requested purpose.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2019-_____ amending Ordinance 2018-2345, an ordinance adopting the 2019 annual budget for the General Fund for the City of Franklin, to appropriate \$48,464 within the Planning Department and \$78,362 within the Inspection Services Department, reflecting amounts equal to each Department's 2018 revenues in excess of budgeted revenues, to support implementation of a plan for supplemental services for those Departments.

[NOTE: A ROLL CALL VOTE IS REQUIRED]

DOA-MWL

APPROVAL <i>slw</i> <i>[initials]</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/20/2019
REPORTS & RECOMMENDATIONS	An Ordinance Amending Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budget for the General Fund for the City of Franklin, to Appropriate \$48,700 within the Planning Department Applying Position Vacancy Savings for Additional Contracted Professional Services	ITEM NUMBER 6.10.

The Common Council previously approved appropriating excess 2018 permit revenue for additional staff and consultant support in 2019 in the Planning Department. In conjunction with that approval, the Common Council requested updates, which Joel Dietl, Planning Manager, has been providing via email. As a summary of those updates and their current status, please note the following:

- Nick Fuch's company has been actively working and has very nearly exhausted his initial authorization of \$10,000.
- Vandewalle & Associates, Inc. and GRAEF both became engaged in July and began working around the start of August and are getting assignments along with the associated training to ensure their compliance with the expectations of our code and our processes. Their initial authorizations will likely be exhausted around the end of September.
- Regulo Martinez was hired and started as an Associate Planner August 5th and will be taking over a lot of the duties that Nick had. *y* *N*
WMD *C*
NBT
- Marion Ecks was hired and started as an Assistant Planner, also August 5th, and will be taking over a lot of the duties that Orrin had done.

It is expected that Vandewalle & Associates and Graef will be able to accelerate their training and experience and handle more projects and more complex projects as they work their way through a learning curve for the first few months. This means that available appropriations will be used at a quicker rate as time moves forward. In order to ensure that the contractors can continue to help work toward clearing the backlog and help achieve prompt, thorough review, the Planning Manager requests authorization of additional appropriations prior to expiration of the existing approvals. To that end, the Director of Administration recommends re-appropriating excess Personnel Services appropriations within the existing Planning Department 2019 budget. These were appropriations intended for personnel which will remain unspent at the end of the year due to position vacancies that occurred earlier in the year. Use of these funds will not require use of contingency or other General Fund fund balance. In short, appropriations intended to process work with employees will be used to process work with the approved consultants.

Anticipating overtime usage for current employee's (the Planning Manager envisions that staff will be paid overtime rather than offered Comp Time for all night meetings and associated duties) and all of the other anticipated personnel costs, it is comfortably estimated that at least \$48,700 is available for transfer. There are a lot of variables in how quickly that allocation would be used, so staff can

OK C-G


continue to provide status reports, but it is estimated that this amount should be sufficient for the remainder of the year, even anticipating an accelerated rate of use. If the budget modification is approved, the appropriation will continue to be administered in accordance with the plan for supplemental planning services as previously authorized, unless otherwise directed by the Council. Each consultant is being reissued contracts in \$10,000 or smaller increments, which allows the Planning Manager greater flexibility in adjusting assignments between contractor to account for how they handle the learning curve, the nature of the individual review items, hourly rates, the in-flow of projects, etc.

Attached is a budget modification that provides for the re-appropriation of excess Personnel Services appropriations in the Planning Department 2019 budget for the purpose of additional contracted professional services. As a budget modification, four (4) approving votes are required for adoption. If approved, the Director of Finance and Treasury will allocate the reduction in Personnel Services appropriations to individual Personnel Services account codes as he determines is appropriate.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance 2019-____, An Ordinance Amending Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budget for the General Fund for the City of Franklin, to Appropriate \$48,700 within the Planning Department Applying Position Vacancy Savings for Addition¹ Contracted Professional Services.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 7, 2020
REPORTS & RECOMMENDATIONS	November, 2019 Monthly Financial Report	ITEM NUMBER 6.17.

Background

The November, 2019 Financial Report is attached.

The Finance Committee has not reviewed this report.

Please note that certain interfund advances will occur to fund project costs in the Capital Improvement Fund until loan proceeds are available in December.

Receipts of landfill siting revenue are exceeding the 2019 budgeted revenues. The Finance Director is crediting Capital Funds for the excess revenue. Recent communications from Waste Management would suggest that landfill siting revenues will be lower than previously thought. It is too early to estimate the impact of this new information.

Highlights of the report are contained in the transmittal memo.

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

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



Date: December 20, 2019

To: Mayor Olson, Common Council and Finance Committee Members

From: Paul Rotzenberg, Director of Finance & Treasurer

Subject: Nov. 2019 Financial Report

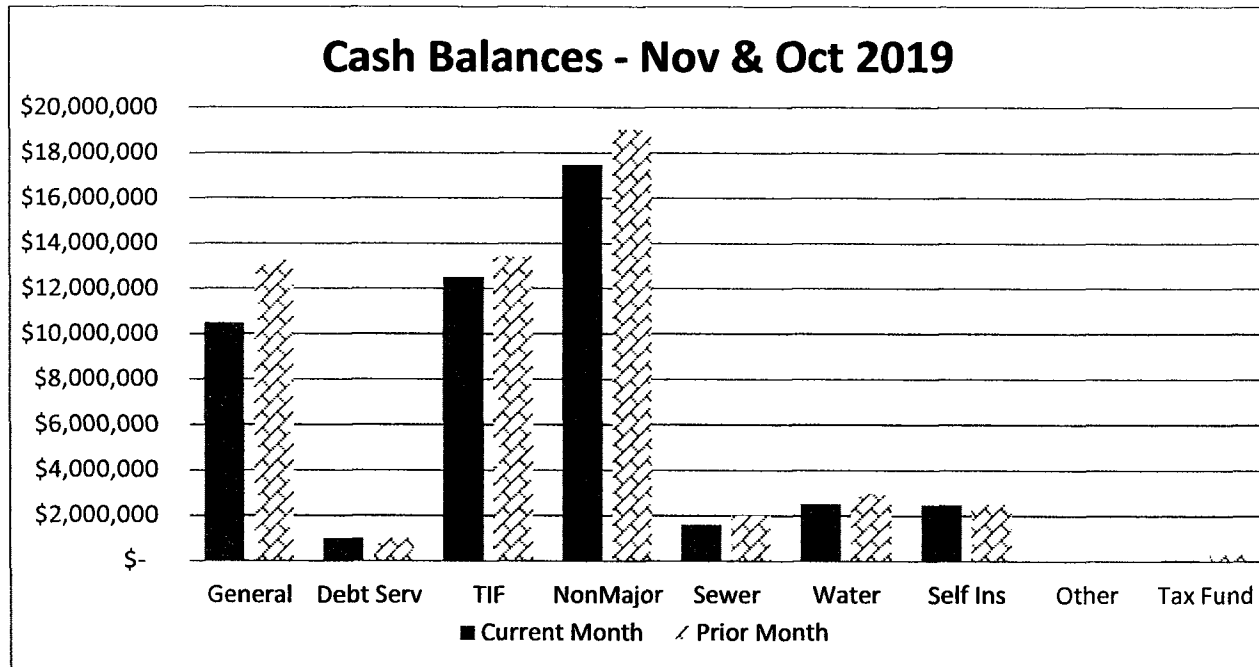
The November, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund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

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

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

The City borrowed had two debt issues in 2019. The first, a \$20.1 million issue in February \$10.6 million was used to refund the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer's grant in TID 3, and \$6 million will finance project costs in TID 6. The second sold in Nov and closed on Dec 4 was for \$14.6 million. That funded \$2.3 million for the 2019 Capital Improvement projects, \$5.3 million of infrastructure at Ballpark Commons, \$3 million for a second mortgage on the Velo Village apartment project and \$4 million to refund the 2018 Note Anticipation Notes.

Cash & Investments in the General Governmental Funds totaling \$41.5 million decreased \$5.2 million since last month. General fund payroll requirements and the reduced revenues is the biggest reason for the reduction. TID grants and project costs used \$1.5 million.



GENERAL FUND revenues of \$26.1 million are \$0.7 million greater than budget. Collection of Engineering inspection fees have generated \$501,000, \$484,300 more than budget (as the 2019 budget understated expected revenues). With all the Commercial development, building permit revenues are \$161,000 greater than budget. Investment income of \$481,500 is also \$238,500 over budget related to increased interest rates.

Year to Date expenditures of \$23.4 million are \$474,500 less than budget. Expenditure items of note are:

- Reduced prisoner boarding costs has underspent by \$38,500. Reduced professional services in Administration has also generated \$29,200 in underspending.
- Police and Fire Personnel costs are underspent \$324,000 to budget,
- The overspend in Public Works is caused by recognizing Engineering services gross, rather than netted against revenues as in prior years. Note the added revenues commented upon earlier.
- The contingency expenditure represents tax refunds related to challenges to assessed values

A \$2.7 million surplus is \$1.2 million greater than budget. That surplus is partially related to additional revenues and partially to underspending.

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

TIF Districts –

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant. All six buildings have received occupancy permits, and the grants were paid. In addition, a \$292,000 payment the Municipal Revenue Obligation (MRO) for the motel removal was made.

TID 4 – The 2019 increment was collected and payments are being made on the Engineering contract planning infrastructure for a business park on S 27th Street.

TID 5 – The 2019 Increment was collected. The TID borrowed \$10.6 million to make a \$10 million note payment Developer draws continue. Total expenditures on the infrastructure are \$21.8 million. A schedule of payments by category is attached.

An amendment to the Developer's Agreement was signed in October, 2019, that commits another \$3.2 million to infrastructure assistance.

TID 6 – The TID borrowed \$6 million to finance developer project costs. The City committed \$9 million for infrastructure in the Loomis & Ryan Rd development to be constructed by the Developer. The Developer is installing a water main extension along Loomis Road at this time.

TID 7 – formed in May, 2019, this multi-family project is related to Ballpark Commons. The Developer's Agreement was signed in mid-October, 2019. That agreement committed the City to \$2 million infrastructure assistance in Ballpark Commons, a Developer's Grant of \$14.89 mil in the form of an MRO and a \$4.5 million second mortgage.

SOLID WASTE FUND – Activity is occurring as budgeted.

LANDFILL SITING REVENUES – These revenues impact the four Capital Funds and the General Fund. The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year. Receipts thru Nov 30 total \$1.9 million matching the entire annual budget. Revenues are currently estimated to total \$2.6 million for 2019, with amounts added to recover structural deficits in the Equipment Replacement and Street Improvement funds.

CAPITAL OUTLAY FUND – tax revenues are in line with budget. The new City servers have been purchased. The Police have the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Engineering has purchased the GIS locating equipment. Highway has completed the Router replacement.

Projects still undone include \$24,000 of election equipment, \$30,000 of Info Systems equipment, City Hall Security Systems, and a few small Fire projects.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. The Fire Dept received the \$633,000 the fire engine replacement, however it still requires some accessories before being placed in service. The Breathing Apparatus equipment has not been ordered. A \$150,000 grant has been awarded for the Breathing Apparatus equipment.

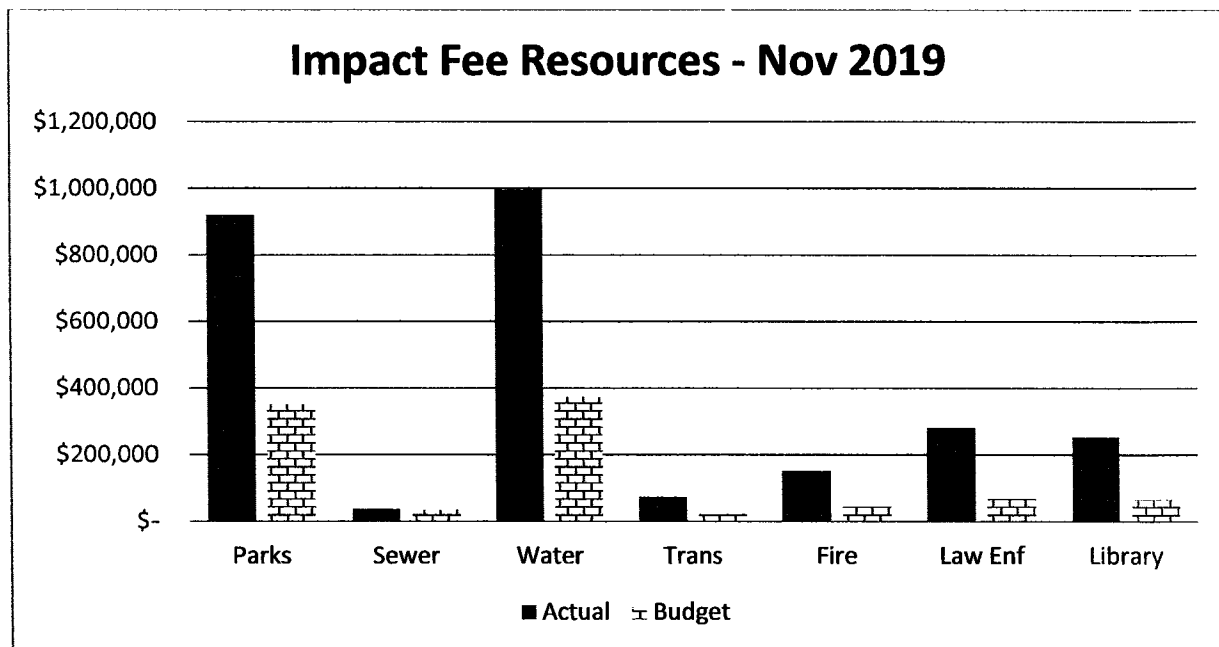
STREET IMPROVEMENT FUND – General Transportation Aids have been receipted to this fund, and only a small portion of landfill siting revenue remains to be receipted.

The 2019 program is complete. Work on the Rawson Homes road project is still in process.

CAPITAL IMPROVEMENT FUND – See the earlier note on landfill siting revenues. Bond proceeds are expected in Dec 2019

The City Hall roof, HVAC project is currently underway The Police Shooting Range project is under contract. The round-about project at Drexel & S 51st Street is complete, however required several budget amendments. The Rawson Homes storm sewer project is nearing completion for 2019. Road work will spill over to 2020. The pavilion at Pleasant View Park is under construction

DEVELOPMENT FUND – Impact fee collections soared past budget with Ballpark Commons projects getting initiated, impact fee collections will exceed budget.



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

The Park Impact fee expenditures represent a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of Quarter 1 in 2020, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin. The Pleasant View Park pavilion project should extend the expenditure period into mid 2020.

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

Nov. 2019
Financial report

As of November, 2019, there are \$5.0 million of Park and \$2.5 million of Water Impact fees on hand. All other fee types total \$1.0 million.

UTILITY DEVELOPMENT FUND – A large deferred assessment was paid in January, September and October

SELF INSURANCE FUND – Revenues of \$3.1 million are 7% below budget. Participation in the plan decreased as a result of the revised health insurance program.

Total operating costs of \$2.6 million are 28% below budget.

A \$530,000 surplus compares favorably to the \$251,000 planned deficit.

RETIREE HEALTH FUND – Insurance results are much better than 2018. Medical claims are 27% lower than 2018. Results can quickly change depending upon group activity, especially considering the small size of the group.

Investment results have followed the markets, with investment gains of 18% thru November. Thru November investment results have generated \$1,006,000 in gains, with total investments now exceeding \$6.3 million.

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

City of Franklin
Cash & Investments Summary
November 30, 2019

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ (513,713)	\$ 4,138,737	\$ 3,695,855	\$ 3,174,541	\$ -	\$ 10,495,419	\$ 13,258,978
Debt Service Funds	30,171	442,683	538,152	-	-	1,011,006	1,009,727
TIF Districts	53,188	9,759,346	2,703,979	-	-	12,516,513	13,427,414
Nonmajor Governmental Funds	706,805	8,739,412	8,030,225	-	-	17,476,442	19,033,211
Total Governmental Funds	276,450	23,080,178	14,968,211	3,174,541	-	41,499,380	46,729,330
Sewer Fund	233,358	1,592,289	-	(216,106)	-	1,609,541	1,994,930
Water Utility	13,000	2,089,222	419,048	-	-	2,521,270	2,999,902
Self Insurance Fund	12,619	654,167	1,830,072	-	-	2,496,858	2,508,718
Other Designated Funds	13,605	-	-	-	-	13,605	14,301
Total Other Funds	272,582	4,335,678	2,249,120	(216,106)	-	6,641,274	7,517,850
Total Pooled Cash & Investments	549,033	27,415,856	17,217,331	2,958,434	-	48,140,654	54,247,180
Retiree Health Fund	143,089	-	-	-	6,315,076	6,458,166	6,304,577
Property Tax Fund	62,988	89	-	-	-	63,077	347,058
Total Trust Funds	206,077	89	-	-	6,315,076	6,521,243	6,651,635
Grand Total Cash & Investments	755,110	27,415,945	17,217,331	2,958,434	6,315,076	54,661,896	60,898,815
Average Rate of Return		1 62%	1 83%	1 71%			
Maturities:							
Demand	755,110	27,415,945	43,466	2,958,434	46,051	31,219,006	37,551,159
Fixed Income & Equities	-	-	-	-	4,149,839	4,149,839	4,024,499
2019 - Q4	-	-	-	-	-	-	-
2020 - Q1	-	-	1,039,943	-	-	1,039,943	1,039,990
2020 - Q2	-	-	998,329	-	-	998,329	998,143
2020 - Q3	-	-	-	-	-	-	997,488
2020 - Q4	-	-	4,517,660	-	172,978	4,690,638	3,696,318
2021	-	-	8,047,956	-	574,986	8,622,942	8,640,092
2022	-	-	2,569,977	-	371,700	2,941,677	2,948,925
2023	-	-	-	-	377,268	377,268	378,013
2024	-	-	-	-	205,839	205,839	206,483
2025	-	-	-	-	208,778	208,778	209,266
2026	-	-	-	-	207,638	207,638	208,440
	755,110	27,415,945	17,217,331	2,958,434	6,315,076	54,661,896	60,898,815

City of Franklin
2019 Financial Report
General Fund Summary
For the Eleven months ended November 30, 2019

Revenue	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,130,675	\$ 18,130,675	\$ 18,126,648	\$ 18,127,772	\$ 1,124
Other Taxes	695,800	695,800	542,880	577,477	34,597
Intergovernmental Revenue	1,736,127	1,736,127	1,716,720	1,737,640	20,920
Licenses & Permits	1,038,990	1,038,990	949,078	1,140,241	191,163
Law and Ordinance Violations	546,000	546,000	506,054	406,391	(99,663)
Public Charges for Services	2,056,950	2,056,950	1,839,757	2,261,574	421,817
Intergovernmental Charges	207,500	207,500	139,396	186,308	46,912
Investment Income	265,000	265,000	242,917	481,480	238,563
Miscellaneous Revenue	162,150	162,150	154,371	178,024	23,653
Transfer from Other Funds	1,109,250	1,139,875 A	1,086,725	962,500	(124,225)
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 25,304,546	\$ 26,059,407 102.98%	\$ 754,861
Expenditures	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 2,992,912	\$ 2,783,974 E	\$ 208,938
Public Safety	17,784,187	17,771,999 A	16,340,380	15,785,346 E	555,034
Public Works	3,571,132	3,701,736 A	3,204,225	3,524,499 E	(320,274)
Health and Human Services	750,797	740,862 A	688,276	600,183	88,093
Other Culture and Recreation	182,702	184,243 A	183,427	178,936	4,491
Conservation and Development	640,776	738,514 A	674,505	570,488 E	104,017
Contingency and Unclassified	2,069,728	1,826,304 A	10,738	27,979 E	(17,241)
Anticipated underexpenditures	(375,320)	(317,444) A	(290,990)	-	(290,990)
Transfers to Other Funds	274,000	282,100 A	31,425	32,100	(675)
Encumbrances	-	-	-	(143,169)	143,169
Total Expenditures	\$ 28,098,442	\$ 28,167,730	\$ 23,834,898	\$ 23,360,336 98.01%	\$ 474,562
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>\$ 1,469,648</u>	2,699,071	<u>\$ 1,229,423</u>
Fund balance, beginning of year	<u>7,336,277</u>	<u>7,336,277</u>		<u>7,336,277</u>	
Fund balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 10,035,348</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
November 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
Assets						
Cash and investments	\$ 741,097	\$ 269,909	\$ 1,011,006	\$ 680,618	\$ 267,933	\$ 948,551
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
Total Assets	<u>\$ 799,571</u>	<u>\$ 269,909</u>	<u>\$ 1,069,480</u>	<u>\$ 763,636</u>	<u>\$ 267,933</u>	<u>\$ 1,031,569</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	741,097	269,909	1,011,006	680,618	267,933	948,551
Total Liabilities and Fund Balance	<u>\$ 799,571</u>	<u>\$ 269,909</u>	<u>\$ 1,069,480</u>	<u>\$ 763,636</u>	<u>\$ 267,933</u>	<u>\$ 1,031,569</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,525	-	6,525	-	51,449	-	51,449
Investment Income	20,238	10,442	30,680		5,218	3,506	8,724
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>26,763</u>	<u>1,310,442</u>	<u>1,337,205</u>	<u>1,300,000</u>	<u>56,667</u>	<u>1,303,506</u>	<u>1,360,173</u>
Expenditures:							
Debt Service							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,330,000	1,330,000
Interest	-	134,137	134,137	134,138	-	148,898	148,898
Bank Fees	-	1,200	1,200	1,050	-	-	-
Total expenditures	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>	<u>1,540,188</u>	<u>-</u>	<u>1,478,898</u>	<u>1,478,898</u>
Transfers in	-	231,419	231,419	240,188	(60,000)	392,254	332,254
Net change in fund balances	<u>26,763</u>	<u>1,524</u>	<u>28,287</u>	<u>-</u>	<u>(3,333)</u>	<u>216,862</u>	<u>213,529</u>
Fund balance, beginning of year	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>	<u>982,719</u>	<u>683,951</u>	<u>51,071</u>	<u>735,022</u>
Fund balance, end of period	<u>\$ 741,097</u>	<u>\$ 269,909</u>	<u>\$ 1,011,006</u>	<u>\$ 982,719</u>	<u>\$ 680,618</u>	<u>\$ 267,933</u>	<u>\$ 948,551</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
November 30, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Assets						
Cash & investments	\$ 756,811	\$ 4,230,094	\$ 1,058,262	\$ 6,514,911	\$ (43,565)	\$ 12,516,513
Total Assets	<u>\$ 756,811</u>	<u>\$ 4,230,094</u>	<u>\$ 1,058,262</u>	<u>\$ 6,514,911</u>	<u>\$ (43,565)</u>	<u>\$ 12,516,513</u>
Liabilities and Fund Balance						
Accounts payable	\$ -	\$ 47,177	\$ 3,405,739	\$ 986	\$ 879,208	\$ 4,333,110
Accrued liabilities	865,136	-	-	-	-	865,136
Advances from other funds	-	-	-	13,000	-	13,000
Total Liabilities	<u>865,136</u>	<u>47,177</u>	<u>3,405,739</u>	<u>13,986</u>	<u>879,208</u>	<u>5,211,246</u>
Assigned fund balance	(108,325)	4,182,917	(2,347,477)	6,500,925	(922,773)	7,305,267
Total Liabilities and Fund Balance	<u>\$ 756,811</u>	<u>\$ 4,230,094</u>	<u>\$ 1,058,262</u>	<u>\$ 6,514,911</u>	<u>\$ (43,565)</u>	<u>\$ 12,516,513</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Revenue						
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	-	121,759
State exempt aid	482,476	21,413	123	-	-	504,012
Investment & misc income	94,747	111,642	100,586	113,108	-	420,083
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,693,792</u>	<u>1,266,038</u>	<u>10,731,762</u>	<u>6,751,428</u>	<u>-</u>	<u>23,443,020</u>
Expenditures						
Debt service interest & fees	\$ 64,121	\$ -	\$ 10,822,413	\$ 226,063	\$ -	\$ 11,112,597
Administrative expenses	98,528	31,656	31,189	4,130	1,177	167,680
Professional services	-	146,149	136,308	8,122	49,241	339,820
Capital outlays	-	898,098	10,806,982	-	872,355	12,577,435
Development incentive & obligation payment	5,291,991	-	-	-	-	5,291,991
Encumbrances	-	(901,323)	(32,138)	(1,156)	-	(934,617)
Total expenditures	<u>5,455,640</u>	<u>174,580</u>	<u>21,764,754</u>	<u>237,159</u>	<u>922,773</u>	<u>28,554,906</u>
Revenue over (under) expenditures	(761,848)	1,091,458	(11,032,992)	6,514,269	(922,773)	(5,111,886)
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ (108,325)</u>	<u>\$ 4,182,917</u>	<u>\$ (2,347,477)</u>	<u>\$ 6,500,925</u>	<u>\$ (922,773)</u>	<u>\$ 7,305,267</u>

City of Franklin
Tax Increment Financing District #3
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 756,811	\$ 1,971,514
Total Assets	<u>\$ 756,811</u>	<u>\$ 1,971,514</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 76
Accrued liabilities	865,136	1,323,600
Interfund advance from Development Fund	-	-
Total Liabilities	<u>865,136</u>	<u>1,323,676</u>
Assigned fund balance	(108,325)	647,838
Total Liabilities and Fund Balance	<u>\$ 756,811</u>	<u>\$ 1,971,514</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	479,306	482,476	464,931
Investment income	25,000	25,000	23,113	94,747	28,910
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>5,183,319</u>	<u>4,693,792</u>	<u>1,875,032</u>
Expenditures					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	102,208	64,121	15,084
Administrative expenses	113,350	213,350	195,716	99,528	31,916
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	830,615	-	1,354,303
Development incentive & obligation payments	4,589,265	5,422,600	4,970,717	5,291,991	109,000
Total expenditures	<u>4,814,115</u>	<u>6,731,773</u>	<u>6,099,256</u>	<u>5,455,640</u>	<u>1,142,071</u>
Revenue over (under) expenditures	371,616	(1,546,042)	<u>\$ (915,937)</u>	(761,848)	732,961
Fund balance, beginning of year	<u>653,523</u>	<u>653,523</u>		<u>653,523</u>	<u>(85,123)</u>
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (892,519)</u>		<u>\$ (108,325)</u>	<u>\$ 647,838</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 4,230,094	\$ 3,326,489
Total Assets	<u>\$ 4,230,094</u>	<u>\$ 3,326,489</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 47,177	\$ 80,109
Total Liabilities	<u>47,177</u>	<u>80,109</u>
Assigned fund balance	4,182,917	3,246,380
Total Liabilities and Fund Balance	<u>\$ 4,230,094</u>	<u>\$ 3,326,489</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	19,300	21,413	16,195
Investment income	20,000	20,000	18,333	111,642	42,997
Bond proceeds	5,000,000	5,000,000	5,000,000	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>6,194,033</u>	<u>1,266,038</u>	<u>1,251,476</u>
Expenditures					
Debt service interest & fees	188,750	188,750	173,021	-	-
Administrative expenses	10,350	10,350	9,487	31,656	7,304
Professional services	29,500	161,724	148,247	146,149	214,454
Capital outlay	8,000,000	8,714,802	7,988,568	898,098	1,201,850
Encumbrances	-	-	-	(901,323)	(1,012,513)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>8,319,323</u>	<u>174,580</u>	<u>411,095</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (2,125,290)</u>	1,091,458	840,381
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>		<u>3,091,459</u>	<u>2,405,999</u>
Fund balance, end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,182,917</u>	<u>\$ 3,246,380</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
November 30, 2019 and 2018

Assets	2019	2018
Cash & investments	\$ 1,058,262	\$ 10,351,710
Total Assets	<u>\$ 1,058,262</u>	<u>\$ 10,351,710</u>
Liabilities and Fund Balance		
Accounts payable	\$ 3,405,739	\$ -
Due to other funds	-	29,694
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>3,405,739</u>	<u>104,694</u>
Assigned fund balance	(2,347,477)	10,247,016
Total Liabilities and Fund Balance	<u>\$ 1,058,262</u>	<u>\$ 10,351,710</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 31,500	\$ 31,500	\$ 28,875	\$ 30,951	\$ 30,500
State exempt aid	400	400	367	123	-
Investment income	25,000	25,000	22,916	100,586	177,717
Bond proceeds	10,000,000	17,350,000	7,500,000	10,600,102	23,386,959
Total revenue	<u>10,056,900</u>	<u>17,406,900</u>	<u>7,552,158</u>	<u>10,731,762</u>	<u>23,595,176</u>
Expenditures					
Debt service interest & fees	10,875,810	15,025,810	10,867,418	10,822,413	337,663
Administrative expenses	20,700	20,700	18,975	31,189	45,535
Professional services	10,000	124,279	113,922	136,308	64,299
Capital outlay	-	7,200,000	3,666,667	10,806,982	10,063,198
Development incentive & obligation payments	4,000,000	4,000,000	3,666,667	-	2,765,870
Encumbrances	-	-	-	(32,138)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>26,370,789</u>	<u>18,333,649</u>	<u>21,764,754</u>	<u>13,249,286</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (10,781,491)</u>	(11,032,992)	10,345,890
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ (2,347,477)</u>	<u>\$ 10,247,016</u>

City of Franklin
Ballpark Commons
Thru July 2019 Draw

	Date Paid	Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
Dev Agreement Budget Draw #17	5,157,399 (205,655)	2,564,027 5,427	1,930,196 (6,285)	3,887,300	458,000	2,602,500 16,121	920,000	1,011,124 189,252	782,266 1,140	145,000	100,000	2,933,672	22,491,484 (0)	
Revised Budget	3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	33,363	22,491,484	
Dev Agree Amend														
Total	3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	3,200,000 3,233,363	3,200,000 25,691,484	
Draw's														
2018 Total	1,617,607	4,201,794	608,567	2,645,529	164,865	2,566,201	247,441	1,397,720	876,912	31,610	49,238	3,285	14,410,769	
Draw 11	67,942	147,607	129,144	115,553	3,554	26,460	35,055	294,394	384,347				1,204,055	
Draw 12	60,185	428,176	55,904	12,215		191,508	26,465	161,125	111,320				1,046,899	
Draw 13	118,699	356,931	15,990	31,758	10,831	44,435		(85,877)	236,790				729,556	
Draw 14	115,240	16,263	2,765	42,544	6,325	8,481		38,226	128,712				358,556	
Draw 15	53,198	148,929	4,729	39,535	5,581	187,633	-	100,991	24,886				565,482	
Draw # 16	32,471	244,266	85,996	22,246	920	5,709		230,742			38,375		660,725	
Draw # 17	307,184	4,892	202,419	20,326	4,371	16,121		170,568	1,027				726,909	
Draw # 18	771,117	30,459	1,036,027	4,221	2,435	124,575		22,026	24,389	45,224	34,780		2,095,253	
Draw 19	24,905												24,905	
Draw # 20	(73,079)	10,117	61,283	53,392	11,842	95,117		164,495	22,182		2,289		347,639	
Draw # 21	210,236	49,538	21,188	47,107	356	49,372	264,598	1,595	45,314		36		889,340	
Draw # 21A													-	
Draw # 21B	851,690	242,892	213,799	706		433,150	17,735	5,638	204,969		34,702		2,005,281	
Draw # 22A	73,202					253,800		18,537	6,600				352,139	
Draw # 22B													-	
Total 2019	2,612,989	1,680,071	1,829,244	389,603	46,214	1,436,361	343,853	1,122,460	1,190,537	45,224	110,181	-	10,806,738	
Total	4,230,596	5,881,866	2,437,811	3,035,132	211,080	4,002,561	591,294	2,520,180	2,067,449	76,834	159,419	3,285	25,217,507	
Remaining Budget	(595,634)	(400,995)	(1,044,224)	852,168	246,920	(1,012,733)	328,706	(444,707)	(694,348)	68,166	(59,419)	3,230,078	473,977	

City of Franklin
Tax Increment Financing District #6
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 6,514,911	\$ -
Total Assets	<u>\$ 6,514,911</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 986	\$ 13,000
Advances from other funds	13,000	-
Total Liabilities	<u>13,986</u>	<u>13,000</u>
Assigned fund balance	6,500,925	(13,000)
Total Liabilities and Fund Balance	<u>\$ 6,514,911</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment income	\$ -	\$ 132,300	\$ 113,000	\$ 113,108	\$ -
Bond proceeds	-	9,837,382	9,281,382	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>9,394,382</u>	<u>6,751,428</u>	<u>-</u>
Expenditures					
Debt service interest & fees	\$ -	\$ 195,375	\$ 78,812	\$ 226,063	\$ -
Administrative expenses	-	8,550	7,450	4,130	-
Professional services	-	26,156	26,156	8,122	13,000
Capital outlay	-	9,000,000	8,600,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>8,712,418</u>	<u>237,159</u>	<u>13,000</u>
Revenue over (under) expenditures	-	739,601	<u>\$ 681,964</u>	6,514,269	(13,000)
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,500,925</u>	<u>\$ (13,000)</u>

City of Franklin
Tax Increment Financing District #7
Balance Sheet
November 30, 2019 and 2018

Assets	2019	2018
Cash & investments	\$ (43,565)	\$ -
Total Assets	<u>\$ (43,565)</u>	<u>\$ -</u>
Liabilities and Fund Balance		
Accounts payable	\$ 879,208	\$ -
Advances from other funds	-	-
Total Liabilities	<u>879,208</u>	<u>-</u>
Assigned fund balance	(922,773)	-
Total Liabilities and Fund Balance	<u>\$ (43,565)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment & misc income	\$ -	\$ 22,500	\$ 20,625	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>262,500</u>	<u>20,625</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest, fees, bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,177	-
Professional services	-	30,000	27,500	49,241	-
Capital outlay	-	2,750,000	-	872,355	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,938,408</u>	<u>27,500</u>	<u>922,773</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,675,908)	<u>\$ (6,875)</u>	(922,773)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,675,908)</u>		<u>\$ (922,773)</u>	<u>\$ -</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 728,027	\$ 691,002
Accrued Receivables	90	80
Total Assets	<u>\$ 728,117</u>	<u>\$ 691,082</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 140,291	\$ 152,204
Accrued salaries & wages	458	430
Restricted fund balance	587,368	538,448
Total Liabilities and Fund Balance	<u>\$ 728,117</u>	<u>\$ 691,082</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Adopted Budget	2019 YTD Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue				
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,220,303	1,215,736	1,211,485
Landfill Operations-tippage	361,800	299,974	305,915	303,552
Investment Income	9,500	8,988	28,301	14,348
Sale of Recyclables	-	-	2,301	1,442
Total Revenue	<u>1,660,700</u>	<u>1,598,265</u>	<u>1,621,111</u>	<u>1,599,811</u>
Expenditures:				
Personal Services	16,931	15,215	13,518	13,391
Refuse Collection	713,750	642,252	652,509	635,571
Recycling Collection	380,720	342,621	361,935	353,065
Leaf & Brush Pickups	63,800	58,483	40,000	60,000
Tippage Fees	469,000	429,917	394,748	391,293
Miscellaneous	3,500	3,208	1,780	1,720
Printing	1,800	1,650	-	-
Total expenditures	<u>1,649,501</u>	<u>1,493,346</u>	<u>1,464,490</u>	<u>1,455,040</u>
Revenue over (under) expenditures	11,199	<u>104,919</u>	156,621	144,771
Fund balance, beginning of year	<u>430,747</u>		<u>430,747</u>	<u>393,677</u>
Fund balance, end of period	<u>\$ 441,946</u>		<u>\$ 587,368</u>	<u>\$ 538,448</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
November 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 632,988	\$ 504,918
Total Assets	\$ 632,988	\$ 504,918
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 26,633	\$ 5,763
Assigned fund balance	606,355	499,155
Total Liabilities and Fund Balance	\$ 632,988	\$ 504,918

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	4,583	3,998	2,021
Landfill Siting	317,000	317,000	314,994	317,000	147,000
Investment Income	6,000	6,000	5,500	17,029	7,016
Miscellaneous Revenue	25,000	25,000	22,980	27,130	22,070
Transfers from Other Funds	250,000	250,000	250,000	-	101,000
Total Revenue	1,055,800	1,055,800	1,050,857	817,957	729,607
Expenditures:					
General Government	158,610	247,203	193,430	109,915	98,016
Public Safety	473,795	602,585	549,286	483,774	495,763
Public Works	34,020	66,520	53,400	60,903	54,376
Health and Human Services	1,020	1,020	935	1,006	3,563
Culture and Recreation	9,000	29,766	24,658	21,173	10,208
Conservation and Development	1,500	3,510	2,750	503	1,018
Contingency	50,000	51,385	51,385	2,303	6,525
Contingency - Pending Additional Consideration	100,000	-	71,623	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(42,932)	(85,977)
Transfers to Other Funds	-	-	-	-	-
Total expenditures	1,077,945	1,251,989	947,467	636,645	583,492
Revenue over (under) expenditures	(22,145)	(196,189)	103,390	181,312	146,115
Fund balance, beginning of year	425,043	425,043		425,043	353,040
Fund balance, end of period	\$ 402,898	\$ 228,854		\$ 606,355	\$ 499,155

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
November 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 2,679,074	\$ 2,730,038
Total Assets	\$ 2,679,074	\$ 2,730,038
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	2,679,074	2,730,038
Total Liabilities and Fund Balance	\$ 2,679,074	\$ 2,730,038

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	373,371	421,210	200,000
Investment Income	29,000	29,000	26,583	87,087	20,041
Transfers from Other Funds	-	-	-	-	-
Property Sales	30,000	30,000	24,065	3,879	59,104
Total revenue	610,700	610,700	599,019	687,176	629,145
Expenditures:					
Public Safety	1,006,670	1,006,670	909,856	876,117	94,965
Public Works	190,000	210,431	168,921	210,431	250,425
Encumbrances	-	-	-	(432,751)	(134,468)
Total expenditures	1,196,670	1,217,101	1,078,777	653,797	210,922
Revenue over (under) expenditures	(585,970)	(606,401)	<u>(479,758)</u>	33,379	418,223
Fund balance, beginning of year	2,645,695	2,645,695		2,645,695	2,311,815
Fund balance, end of period	<u>\$ 2,059,725</u>	<u>\$ 2,039,294</u>		<u>\$ 2,679,074</u>	<u>\$ 2,730,038</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
November 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 392,641	\$ 391,482
Total Assets	\$ 392,641	\$ 391,482

<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 1,866
Assigned fund balance	392,641	389,616
Total Liabilities and Fund Balance	\$ 392,641	\$ 391,482

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:				
Property Taxes	\$ 18,200	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	133,000	216,350	124,500
Investment Income	4,000	4,000	13,528	9,462
Local Road Improvement Aids	700,000	700,000	700,000	86,748
Refunds and Reimbursements	-	-	-	-
Total revenue	855,200	855,200	948,078	935,410
Expenditures:				
Street Reconstruction Program - Current Year	975,000	1,105,000	1,156,213	832,060
Encumbrances	-	-	(201,388)	-
Total expenditures	975,000	1,105,000	954,825	832,060
Revenue over (under) expenditures	(119,800)	(249,800)	(6,747)	103,350
Fund balance, beginning of year	399,388	399,388	399,388	286,266
Fund balance, end of period	\$ 279,588	\$ 149,588	\$ 392,641	\$ 389,616

City of Franklin
Capital Improvement Fund
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 595,122	\$ 3,355,123
Accrued receivables	889,949	847
Total Assets	\$ 1,485,071	\$ 3,355,970
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 208,197	\$ 19,026
Contracts Payable	171,021	-
Escrow Balances Due	-	78,915
Assigned fund balance	1,105,853	3,258,029
Total Liabilities and Fund Balance	\$ 1,485,071	\$ 3,355,970

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	881,000	-
Landfill Siting	560,000	560,000	806,792	199,254
Transfers from Other Funds	-	-	92,000	-
Transfers from Impact Fees	384,511	384,511	153,686	202,039
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Refunds & Reimbursements	-	-	65	-
Investment Income	20,000	20,000	83,345	36,628
Total revenue	5,214,511	5,864,511	2,016,888	449,006
Expenditures:				
General Government	1,815,000	1,822,940	1,797,980	51,775
Public Safety	1,665,000	1,707,696	1,479,215	112,069
Public Works	2,550,000	3,340,565	2,577,768	581,764
Culture and Recreation	843,109	846,434	584,942	354,432
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	19,880	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(2,225,378)	(217,654)
Total expenditures	8,048,109	8,892,619	4,234,407	986,470
Revenue over (under) expenditures	(2,833,598)	(3,028,108)	(2,217,519)	(537,464)
Fund balance, beginning of year	3,323,372	3,323,372	3,323,372	3,795,493
Fund balance, end of period	\$ 489,774	\$ 295,264	\$ 1,105,853	\$ 3,258,029

**City of Franklin
Development Fund
Balance Sheet
November 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 8,671,432	\$ 5,327,787
Total Assets	\$ 8,671,432	\$ 5,327,787
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	103,934	139,884
Assigned fund balance	8,567,498	5,187,903
Total Fund Balance	8,567,498	5,187,903
Total Liabilities and Fund Balance	\$ 8,671,432	\$ 5,327,787

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018**

	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:				
Impact Fee Parks	\$ 400,000	\$ 351,457	\$ 920,142	\$ 530,589
Southwest Sewer Service Area	35,000	35,000	38,492	4,689
Administration	7,500	6,697	20,451	12,815
Water	425,000	373,108	995,968	595,900
Transportation	25,000	23,558	73,434	46,222
Fire Protection	50,000	44,958	151,425	89,254
Law Enforcement	75,000	67,427	280,815	163,613
Library	75,000	66,014	253,914	151,148
Total Impact Fees	1,092,500	968,219	2,734,641	1,594,230
Investment Income	60,000	55,000	175,200	41,477
Interfund Interest Income	-	-	-	74
Total revenue	1,152,500	1,023,219	2,909,841	1,635,781
Expenditures:				
Other Professional Services	35,253	16,667	15,253	16,641
Transfer to Debt Service				
Law Enforcement	205,000	205,000	133,800	130,220
Fire	43,100	43,100	39,333	45,226
Transportation	73,250	73,250	18,000	43,541
Library	133,100	133,100	132,286	113,267
Total Transfers to Debt Service	454,450	454,450	323,419	332,254
Transfer to Capital Improvement Fund				
Park	384,511	237,908	178,972	202,038
Total Transfers to Capital Improve	384,511	237,908	178,972	202,038
Sewer Fees	500,000	-	-	-
Water Fees	500,000	333,333	317,130	80,085
Encumbrances		-	(352,235)	(16,641)
Total expenditures	1,874,214	1,042,358	482,539	614,377
Revenue over (under) expenditures	(721,714)	(19,139)	2,427,302	1,021,404
Fund balance, beginning of year	4,058,562		6,140,196	4,166,499
Fund balance, end of period	\$ 3,336,848		\$ 8,567,498	\$ 5,187,903

Development Fund

City of Franklin

Summary of Impact Fee Activity
For the nine months ended September 30, 2019

Cash Acct Revenue Acct Expenditure Acct	4292	4293	4294	4295	4296	4297	4299	27 1100 1111 -27 2000 2117
		Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library	Net Cash Balance
Parks Recreation								
SW Sewer								
Beginning Bal, 01/01/19	4,098,570.98	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03	6,140,196.07
1st Quarter								
Impact Fees	56,316.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00	271,358.00
Expenditures		(2,745.50)		(18,000.00)	(39,333.13)	(133,800.00)	(132,286.26)	(326,164.89)
subtotal	4,154,886.98	88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,803.77	6,085,389.18
Transfers								0.00
Investment Income	35,883.44	779.56	13,920.09	152.98	693.18	624.15	721.49	53,153.00
Ending balance 3/31/2019	4,190,770.42	89,554.08	1,692,760.64	11,606.18	65,660.15	14,595.22	25,525.26	6,138,542.18
2nd Quarter								
Impact Fees	113,421.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00	320,056.00
Expenditures		(2,102.50)						(2,102.50)
subtotal	4,304,191.42	90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26	6,456,495.68
Transfers								0.00
Investment Income	39,030.07	817.94	16,193.64	222.54	781.56	476.79	517.70	58,547.00
Ending balance 6/30/2019	4,343,221.49	91,019.52	1,802,009.28	24,763.72	86,970.71	53,057.01	57,608.96	6,515,042.68
3rd Quarter								
Impact Fees	57,520.00	1,421.00	55,330.00	26,058.00	19,771.00	36,243.00	16,288.00	222,009.00
Expenditures	(102,932.46)	(585.00)	0.00	0.00	0.00	0.00	0.00	(103,517.46)
subtotal	4,297,809.03	91,855.52	1,857,339.28	50,821.72	106,741.71	89,300.01	73,896.96	6,633,534.22
Transfers								0.00
Investment Income	27,086.40	578.89	11,705.64	320.30	672.73	562.80	465.73	41,807.00
Ending balance 9/30/2019	4,324,895.43	92,434.41	1,869,044.92	51,142.02	107,414.44	89,862.81	74,362.69	6,675,341.22
4th Quarter								
Impact Fees	692,885.00	15,290.00	691,625.00	28,720.00	101,294.00	188,405.00	190,115.00	1,921,218.00
Expenditures	(50,753.74)							(50,753.74)
subtotal	4,967,026.69	107,724.41	2,560,689.92	79,862.02	208,708.44	278,267.81	264,477.69	8,545,805.48
Transfer								0.00
Investment Income	12,608.49	273.45	6,500.10	202.72	529.79	706.37	671.36	21,692.99
Ending balance 12/31/2019	4,979,635.18	107,997.86	2,567,170.02	80,064.74	209,238.23	278,974.18	265,149.05	8,567,498.47
Number of Months	323.72	222.29	130.86	18.68	52.16	37.86	61.40	
2019 Impact Fees	920,142.00	20,451.00	995,988.00	73,434.00	151,425.00	280,815.00	253,914.00	2,734,641.00
2018 Impact Fees	869,037.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00	2,518,799.04
2017 Impact Fees	66,591.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00	281,413.00
2016 Impact Fees	209,983.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00	578,103.00
2015 Impact Fees	137,670.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00	413,977.00
2014 Impact Fees	184,592.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00	683,227.00
2013 Impact Fees	317,206.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00	987,905.00

* Funded by an Administrative Fee not an impact fee

1 Debt service payments

2 Oversizing payments made

Scheduled

Unpaid Balance @ 12/31/2018

Deferred principal & interest

103,934.00

Oversizing payments due in future periods

City of Franklin
Summary of Park Impact Fee Availability
September 30, 2019

		Spent By	Current Impact Fees			
			Impact Fee	Interest	Expenditures	
2019						
	1st Qtr	2028	56,316 00	35,883 44	0 00	92,199 44
	2nd Qtr	2028	113,421 00	39,030 07	0 00	152,451 07
	3rd Qtr	2028	57,520 00	27,086 40	102,932 46	(18,326 06)
	4th Qtr	2028	692,885 00	12,608 49	50,753 74	654,739 75
	2019		920,142 00	114,608 40	153,686 20	881,064 20
2018						
	2018		869,037 00	47,964 42	202,038 51	714,962 91
2017						
	2017		66,591 00	33,123 42	661 26	99,053 16
2016						
	Total		209,983 00	28,120 12	212,221 99	25,881 13
2015						
	Total		137,670 00	55,558 15	607,299 51	(414,071 36)
2014						
	Total		184,592 00	133,563 95	626,182 10	(308,026 15)
2013						
	Total		317,206 00	84,950 58	124,912 10	277,244 48
2012						
	Total		263,398 00	102,473 34	-	365,871 34
2011						
	Total		163,106 00	44,506 30	-	207,612 30
2010						
	Total		145,479 00	66,273 18	46 87	211,705 31
2009						
	Total		80,215 00	86,651 98	5,459 02	161,407 96
2008						
	Total		133,074 00	95,987 90	10,913 04	218,148 86
2007						
	1st Qtr	2017	56,660 00	46,373 12	-	103,033 12
	2nd Qtr	2017	70,825 00	36,677 27	-	107,502 27
	3rd Qtr	2017	53,559 00	48,371 51	1,800 00	100,130 51
	4th Qtr	2017	39,662 00	41,384 48	822,097 23	(741,050 75)
	Total		220,706 00	172,806 38	823,897 23	(430,384 85)
2006						
	Total		646,907 00	144,950 45	392,618 08	399,239 37
2005						
	Total		1,006,696 00	63,382 62	471,251 40	598,827 22
2004						
	Total		1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003						
	Total		668,917 00	6,283 52	-	675,200 52
2002						
	Total		275,620 00	3,114 10	-	278,734 10
Balance			7,337,594 00	1,301,751 95	3,659,710 77	4,979,635 18
	Spent		3,626,395 00			

City of Franklin
Utility Development Fund
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments - Water	\$ 884,611	\$ 642,747
Cash and investments - Sewer	1,226,397	908,974
Special Assessment - Water Current	99,738	140,867
Special Assessment - Water Deferred	170,661	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	<u>\$ 2,556,218</u>	<u>\$ 2,302,323</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	445,210	750,602
Total Fund Balance	<u>2,111,008</u>	<u>1,551,721</u>
Total Liabilities and Fund Balance	<u>\$ 2,556,218</u>	<u>\$ 2,302,323</u>

Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 28,400	\$ 7,112	\$ 174,652	\$ 23,695
Sewer	29,200	5,204	70,898	5,830
Connection Fees				
Water	2,000	2,000	-	-
Sewer	35,000	31,687	116,220	85,620
Total Assessments & Connection Fees	<u>94,600</u>	<u>46,003</u>	<u>361,770</u>	<u>115,145</u>
Special Assessment Interest	17,900	391	222	213
Investment Income	10,000	9,166	36,478	22,985
Total revenue	<u>122,500</u>	<u>55,560</u>	<u>398,470</u>	<u>138,343</u>
 Transfer to Capital Improvement Fund				
Water	500,000	471,466	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>471,466</u>	<u>-</u>	<u>-</u>
 Revenue over (under) expenditures	(877,500)	(415,906)	398,470	138,343
 Fund balance, beginning of year			<u>1,712,538</u>	<u>1,413,378</u>
 Fund balance, end of period			<u>\$ 2,111,008</u>	<u>\$ 1,551,721</u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 2,592,158	\$ 2,123,870
Accounts receivable	309	600
Total Assets	\$ 2,592,467	\$ 2,124,470
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 11,396	\$ 112,239
Claims payable	290,700	290,700
Unrestricted net assets	2,290,371	1,721,531
Total Liabilities and Fund Balance	\$ 2,592,467	\$ 2,124,470

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 2,572,082	\$ 2,229,714	\$ 2,258,778
Medical Premiums-Employee	642,507	642,507	581,098	483,693	419,195
Other - Invest Income, Rebates	30,000	30,000	27,500	239,726	188,685
Medical Revenue	3,509,725	3,509,725	3,180,680	2,953,133	2,866,658
Dental Premiums-City	112,550	112,550	96,129	102,399	99,350
Dental Premiums-Retirees	3,675	3,675	3,675	2,472	3,600
Dental Premiums-Employee	56,450	56,450	52,665	52,199	50,997
Dental Revenue	172,675	172,675	152,469	157,070	153,947
Total Revenue	3,682,400	3,682,400	3,333,149	3,110,203	3,020,605
Expenditures:					
Medical					
Medical claims	2,833,650	2,833,650	2,490,525	1,405,648	2,003,176
Prescription drug claims	-	-	-	195,020	309,657
Refunds-Stop Loss Coverage	-	-	-	22	(55,621)
Total Claims	2,833,650	2,833,650	2,490,525	1,600,690	2,257,212
Medical Claim Fees	145,850	145,850	138,058	151,225	135,414
Stop Loss Premiums	667,300	667,300	612,476	506,664	521,468
Other - Miscellaneous	118,250	118,250	113,778	69,731	83,901
HSA Contributions	-	-	-	94,375	-
Transfer to Other Funds	59,250	98,125	54,313	-	-
Total Medical Costs	3,824,300	3,863,175	3,409,150	2,422,685	2,997,995
Dental					
Active Employees & COBRA	189,000	189,000	171,306	154,020	182,115
Retiree	3,675	3,675	3,407	3,295	5,160
Total Dental Costs	192,675	192,675	174,713	157,315	187,275
Claims contingency				-	-
Total Expenditures	4,016,975	4,055,850	3,583,863	2,580,000	3,185,270
Revenue over (under) expenditures	(334,575)	(373,450)	\$ (250,714)	530,203	(164,665)
Net assets, beginning of year	1,760,168	1,760,168		1,760,168	1,886,196
Net assets, end of period	\$ 1,425,593	\$ 1,386,718		\$ 2,290,371	\$ 1,721,531

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
November 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 143,090	\$ -
Investments held in trust - Fixed Inc	2,165,237	2,006,303
Investments held in trust - Equities	4,149,839	3,648,258
Accounts receivable	7,885	6,290
Total Assets	\$ 6,466,051	\$ 5,660,851
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 863	\$ 6,930
Claims payable	131,100	-
Due to City	-	1,641
Net assets held in trust for post emp	6,334,088	5,521,180
Total Liabilities and Fund Balance	\$ 6,466,051	\$ 5,529,751

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2019 and 2018

	2019	2018
	Year-to-Date	Year-to-Date
<u>Revenue</u>	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 213,086	\$ 235,383
Medical Charges - Retirees	152,195	128,294
Implicit Rate Subsidy	91,954	171,958
Medical Revenue	457,235	535,635
Expenditures:		
Retirees-Medical		
Medical claims	232,774	411,455
Prescription drug claims	109,319	118,363
Refunds-Stop Loss Coverage	(1,393)	(1,916)
Total Claims-Retirees	340,700	527,902
Medical Claim Fees	41,932	17,709
Stop Loss Premiums	74,086	81,255
Miscellaneous Expense	345	330
ACA Fees	172	160
Total Medical Costs-Retirees	457,235	627,356
Revenue over (under) expenditures	-	(91,721)
Annual Required Contribution-Net	98,495	-
Other - Investment Income, etc	1,006,189	39,138
Total Revenues	1,104,684	39,138
Net Revenues (Expenditures)	1,104,684	(52,583)
Net assets, beginning of year	5,229,404	5,573,763
Net assets, end of period	\$ 6,334,088	\$ 5,521,180

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01-07-20
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER <i>G.18.</i>

Recommendation from the Committee of the Whole Meeting of January 6, 2020:

- (a) Presentation by Wisconsin Policy Forum on its Report Entitled "Got Your Back: Exploring Fire and EMS Service Sharing Opportunities in Franklin, Greenfield, Greendale and Hales Corners – December 2019."
- (b) Presentation by Waste Management on Metro Landfill Operations and Expansion; Report From JSA Environmental and Waste Facilities Monitoring Committee on 2019 Complaints and Results. Referral to Staff re: Complaint Monitoring and Tracking Procedures (Engineering).

COUNCIL ACTION REQUESTED

As directed

CLERKDEPT

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 7, 2020
REPORTS AND RECOMMENDATIONS	<p>Potential property acquisitions for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: Agreement for Purchase and Sale of Real Estate, and Counter-offer for 7.1 +/- acres of the property located at 3617 West Oakwood Road (Tax Key No. 950-9997-001); and Agreement for Purchase and Sale of Real Estate, and Counter-offer for 8.61 +/- acres of the property located at 3548 South County Line Road (Tax Key No. 979-9999-000). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: Agreement for Purchase and Sale of Real Estate, and Counter-offer for 7.1 +/- acres of the property located at 3617 West Oakwood Road (Tax Key No. 950-9997-001); and Agreement for Purchase and Sale of Real Estate, and Counter-offer for 8.61 +/- acres of the property located at 3548 South County Line Road (Tax Key No. 979-9999-000); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.19.</i>

Attached hereto are copies of unsigned Agreements for Purchase and Sale of Real Estate prepared for the City upon appraisals obtained in furtherance of the October 15, 2019 Common Council meeting agenda item G.7., pertaining to the development of the Franklin Corporate Park, to "Authorize Staff to Obtain and Sign a Contract with Land Appraiser for Land Acquisition Services Related to this Project", and the December 15, 2019 Common Council meeting agenda item G.19., relating in part to potential property acquisitions for the development of the Franklin Corporate Park. The Agreements were delivered to the property owners representatives for the above entitled real estates; also attached hereto are Counter-offers to the respective Agreements which were received by staff from the property owners representatives.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: Agreement for Purchase and Sale of Real Estate, and Counter-offer for 7.1 +/- acres of the property located at 3617 West Oakwood Road (Tax Key No. 950-9997-001); and Agreement for Purchase and Sale of Real Estate, and Counter-offer for 8.61 +/- acres of the property located at 3548 South County Line Road (Tax Key No. 979-9999-000); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or

a motion to approve an Agreement for Purchase and Sale of Real Estate, and Counter-offer thereto for 7.1 +/- acres of the property located at 3617 West Oakwood Road, and an Agreement for Purchase and Sale of Real Estate, and Counter-offer thereto for 8.61 +/- acres of the property located at 3548 South County Line Road, and to authorize the Mayor, City Clerk and Director of Finance and Treasurer to execute and deliver such Agreements and acceptance of the Counter-offers thereto.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between **MLG Investments 2002, LLC, a Wisconsin limited liability company**, hereinafter called **SELLER**, and the **City of Franklin, a Wisconsin municipal corporation**, hereinafter called **BUYER**. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

SELLER and **BUYER** agree that **BUYER** is purchasing a 120 foot wide strip of this property for transportation purposes and the remainder as an uneconomic remnant within the meaning of Wis Stats.

SELLER warrants and represents to **BUYER** that **SELLER** has no notice or knowledge of any. 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the **BUYER** is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The **SELLER** agrees to sell and the **BUYER** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in **Milwaukee County, Wisconsin**. See attached **Exhibit A**

The purchase price of said real estate shall be the sum of **Two Hundred Fifty-Eight Thousand Three Hundred and No/100 Dollars, (\$258,300.00)** payable as follows:

Fee Title:	\$258,300.00
TLE:	\$0.00

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **general taxes for the year of closing**

Legal possession of premises shall be delivered to **BUYER** on date of closing.

Occupancy of property shall be given to **BUYER** on closing, **SELLER** may not occupy property after closing, unless a separate lease agreement is entered into between **BUYER** and **SELLER**.

SPECIAL CONDITIONS: No representations other than those expressed herein are a part of this sale.

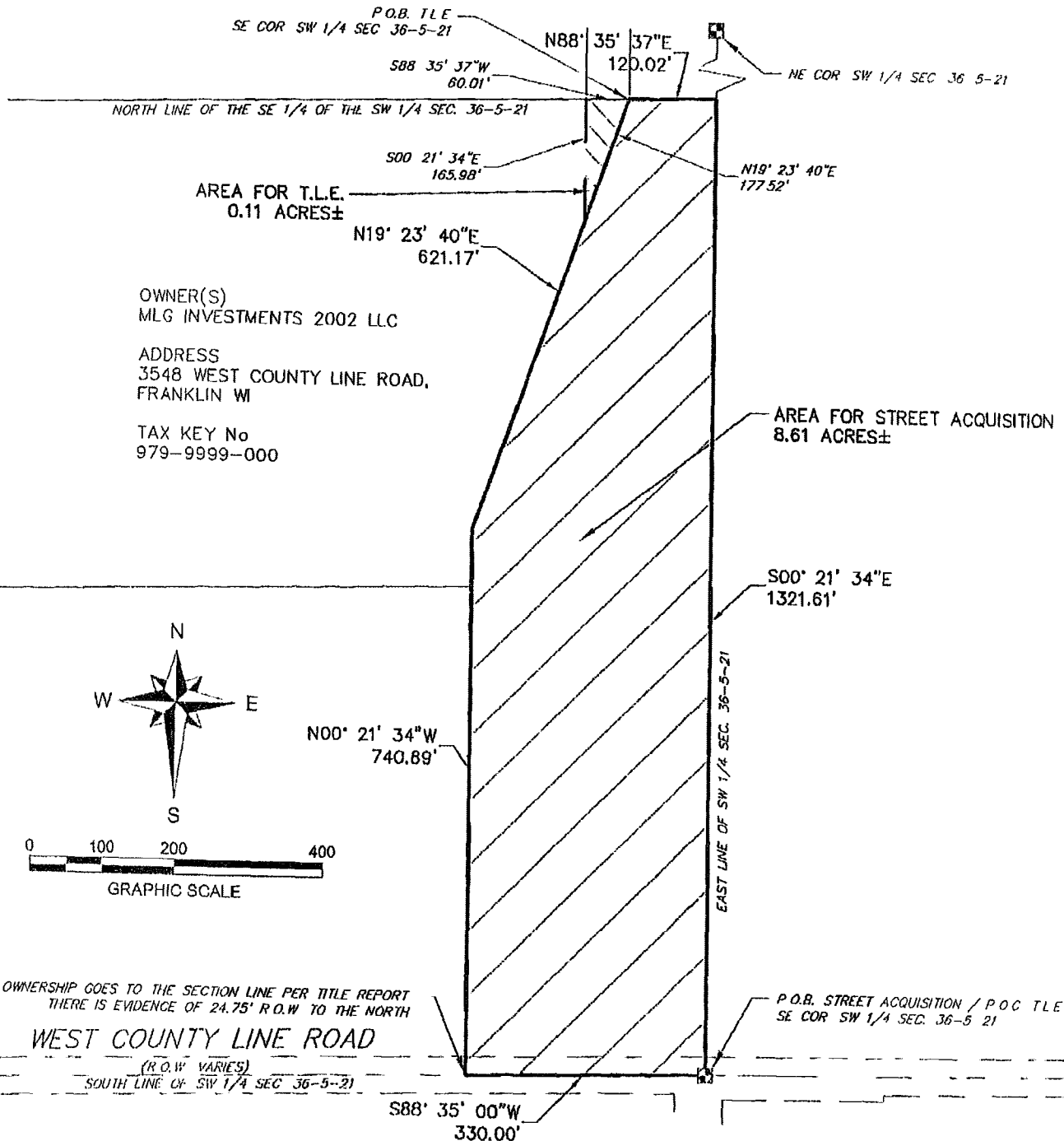
This agreement is binding upon acceptance by **SELLER** as evidenced by the signature of an authorized representative of **SELLER**. If this agreement is not accepted by **SELLER** within five (5) days after **SELLER's** receipt, this agreement shall be null and void.

SELLER and **BUYER** agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

EXHIBIT "A"

SHEET 1 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)
Being part of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 5 North,
Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, P.L.S. (11/07/19) CHECKED BY: JOHN SCHULZ (11/07/19)

EXHIBIT "A"

SHEET 2 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)

Being part of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

STREET ACQUISITION:

Being part of the Southeast one-quarter of the Southwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Southwest one-quarter of Section 36; thence bearing S88°35'00"W, along the South line of said Southwest one-quarter, a distance of 330.00 feet; thence bearing N00°21'34"W, a distance of 740.89 feet; thence bearing N19°23'40"E, a distance of 621.17 feet to the North line of the Southeast one-quarter of the Southwest one-quarter of said Section 36; thence bearing N88°35'37"E, along said North line, a distance of 120.02 feet to the East line of said Southwest one-quarter; thence bearing S00°21'34"E, along said East line, a distance of 1321.61 feet to the POINT OF BEGINNING, containing 8.61 acres more or less of land. Subject to, but not limited to, covenants, conditions, restrictions and easements of record.

T.L.E..

Being part of the Southeast one-quarter of the Southwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southwest one-quarter of Section 36; thence bearing N00°21'34"W, along the East line of said Southwest one-quarter, a distance of 1321.61 feet to the North line of the Southeast one-quarter of the Southwest one-quarter of said Section 36; thence bearing along said North line S88°35'37"W, a distance of 120.02 feet; to the POINT OF BEGINNING; thence continue bearing along said North line S88°35'37"W, a distance of 60.01 feet; thence bearing S00°21'34"E, a distance of 165.98 feet; thence bearing N19°23'40"E, a distance of 177.52 feet to the POINT OF BEGINNING, containing 0.11 acres more or less of land. Subject to, but not limited to, covenants, conditions, restrictions and easements of record.

PROPERTY LINES SHOWN ON THIS EXHIBIT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR OCCUPATION LINES. THIS EXHIBIT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING LINES OF THE PUBLIC LAND SURVEY SYSTEM AND RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE PROPERTY SURVEY AS DEFINED AND PURSUANT TO THE WISCONSIN ADMINISTRATIVE CODE A-E 7



Ruekert • Mielke
www.ruekertmielke.com

PREPARED FOR:

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

PREPARED BY:

Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, P.L.S. (10/04/19) CHECKED BY: JOHN SCHUIZ (10/04/19)

G:\QSD_2018\58_City of Franklin\100713_Franklin Corporate Park\dwg\cur Exhibits\proposed roads ALTI.dwg

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) STRIKE ONE

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated _____ and signed by Buyer City of Franklin, a WI Municipal Corp
2 for purchase of real estate ~~at approximately 120' wide in the City of Franklin along West County~~
3 Line Road _____ is rejected and the following Counter-Offer is hereby made
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following
7 See Addendum attached hereto and incorporated herein.

8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ Addendum _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before _____ January _____, 2020
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Paul J. Hinkfuss, MLG Capital on 01/03/2020
37 MLG INVESTMENTS 2002 LLC Licensee and Firm ▲ Date ▲

38 (x) By Timothy J. Waller 1/3/2020 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter Offer ▲ Date ▲
40 Print name Timothy J. Waller, President Print name ▲

41 (x) _____
42 Signature of Party Making Counter Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▲ Print name ▲

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

ADDENDUM TO COUNTER-OFFER

This Addendum is attached to, and made a part of, the Counter-Offer dated January 3, 2020, submitted by MLG Investments 2000 LLC ("Seller") to the City of Franklin, a Wisconsin municipal corporation ("Buyer") for real estate located in the City of Franklin, Wisconsin as described in Buyer's Offer ("Property"). The terms of this Addendum shall supersede any conflicting provisions in Buyer's Offer.

Buyer's Offer is amended as follows:

1. Description of Property. The Property consists of a portion of Tax Key No. 979-9999-000-460 located in the City of Franklin as depicted and described on Exhibit A attached to and incorporated into this Counter-Offer.
 2. Earnest Money Deposit. Buyer shall deposit earnest money of \$10,000.00 within five (5) business days after Buyer's acceptance of the Counter-Offer. The earnest money shall be paid to First American Title Insurance Company, 833 E. Michigan Street, Milwaukee, WI 53202 Attention: Brandon Schulta and the parties shall execute the Title Company's earnest money escrow agreement.
 3. Buyer's Contingency (Review Period)/Closing. Seller shall deliver to Buyer all documents in Seller's possession related to the Property within ten (10) days after Buyer's acceptance of this Counter-Offer ("Due Diligence Materials"). Buyer shall have fifteen (15) days (the "Review Period") after Seller's delivery of the Due Diligence Materials to inspect the Property and to otherwise determine if the Property is satisfactory for Buyer's purposes. If Buyer, in its sole discretion, is dissatisfied with the Property, Buyer may terminate this Offer by giving written notice of termination to Seller at any time within the Review Period, whereupon all earnest money shall promptly be returned to Buyer, and Seller and Buyer shall have no further rights or duties to each other under this Offer. If Buyer does not terminate this Offer during the Review Period, then Buyer shall be deemed to have satisfied and/or waived all of Buyer's contingencies and the earnest money shall be deemed to be nonrefundable.
- If Buyer does not terminate this Offer during the Review Period, closing shall occur on or before fifteen (15) days after the earlier of (1) Buyer's waiver of all contingencies under this Offer or (2) the end of the Review Period.
4. Access to Property for Due Diligence. Seller agrees to grant access to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities; provided, however, that Buyer shall not perform a phase 2 environmental assessment without Seller's prior written consent. Buyer shall maintain liability insurance for all such activities on the Property and shall name Seller as an additional insured under Buyer's general liability policy. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such

shall be restored to substantially its previous condition at the sole expense of Buyer. Buyer further indemnifies and agrees to hold Seller harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents.

5. "As-Is Where Is" Sale. Other than the warranties and representations set forth in Buyer's Offer, Buyer acknowledges that this sale is made and will be made without any representation, covenant or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this sale, Buyer agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller and Broker hereby disclaim. Buyer acknowledges that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or Broker or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Buyer further acknowledges that the Property includes a partially deconstructed structure. Pursuant to Sec. 709.08, Stats., Buyer waives the rights he otherwise would have under Sec. 709.02, Stats. to receive a real estate condition report, and under Sec. 709.05, Stats. to rescind.

6. Future Assessments. During the Review Period, Buyer and Seller shall enter into a mutually satisfactory written agreement providing that Buyer shall not assess Seller's remnant property of tax key No. 979-9999-000-460 that is adjacent to the Property as shown on Exhibit B ("Seller's Property") for any improvements Buyer may construct or cause to be constructed on the Property. Seller shall not be liable for increased assessments to Seller's Property as a result of improvements Buyer may construct on the Property.

7. Access Agreement. During the Review Period, Buyer and Seller shall also enter into a mutually satisfactory written easement agreement providing that Buyer shall grant Seller and Seller's heirs, assigns, successors, agents and employees access to the Seller Property over the Property in a mutually satisfactory location on and over the Property.

8. Future TIF. Buyer's intention is to create a TIF district for future land improvements that would include Seller's Property, subject to Buyer approval.

9. Disputes. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

11. Binding Effect. Buyer may assign its rights under this Offer only with the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. This

Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns.

12. Disclosure. As required by law, Buyer is hereby advised that (a) some of the owners of Seller are also owners of Newmark Knight Frank, a real estate brokerage firm ("Brokerage"); (b) Seller will pay Brokerage a commission in connection with the sale of the property described in this Offer; and (c) owners of Seller are licensed real estate brokers and/or salespersons."

(Signatures follow on next page)

SELLER:

MLG Investments 2002 LLC

By:  Date: 1/3/2020

Name and Title: TIMOTHY J. WALLEN, PRESIDENT

BUYER:

The City of Franklin, a Wisconsin Municipal Corporation

Authorized Representatives:

By: _____ Date: _____

Name and Title: _____

By: _____

Name and Title: _____

Attachment:

Exhibit A – Description of the Property

Exhibit B – Depiction of Seller Property

EXHIBIT A

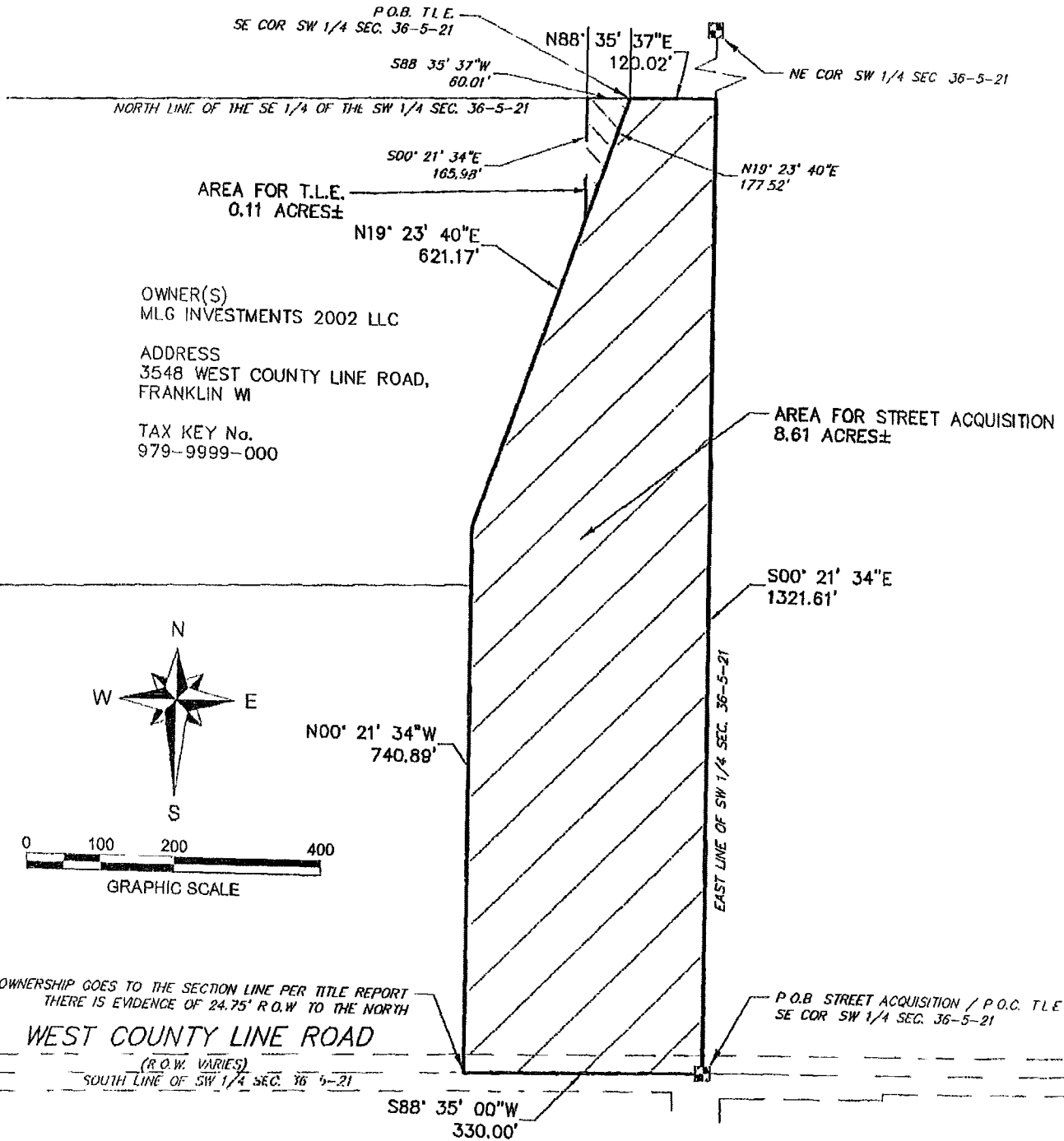
Description of the Property

(Attached)

EXHIBIT "A"

SHEET 1 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)
Being part of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 5 North,
Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



 **Ruekert • Mielke**
www.ruekertmielke.com

PREPARED FOR:
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

PREPARED BY:
Ruekert & Mielke, Inc
W233 N2080 Ridgeview Pkwy
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, PLS (11/07/19) CHECKED BY JOHN SCHULZ (11/07/19)

G:\CSD_2018\58_City of Franklin\10013_Franklin Corporate Park\dwg\C.R. Exhibits\proposed roads ALTI.dwg

EXHIBIT "A"

SHEET 2 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)

Being part of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

STREET ACQUISITION:

Being part of the Southeast one-quarter of the Southwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Southwest one-quarter of Section 36; thence bearing S88°35'00"W, along the South line of said Southwest one-quarter, a distance of 330.00 feet; thence bearing N00°21'34"W, a distance of 740.89 feet; thence bearing N19°23'40"E, a distance of 621.17 feet to the North line of the Southeast one-quarter of the Southwest one-quarter of said Section 36; thence bearing N88°35'37"E, along said North line, a distance of 120.02 feet to the East line of said Southwest one-quarter; thence bearing S00°21'34"E, along said East line, a distance of 1321.61 feet to the POINT OF BEGINNING, containing 8.61 acres more or less of land. Subject to, but not limited to, covenants, conditions, restrictions and easements of record.

T.L.E.:

Being part of the Southeast one-quarter of the Southwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southwest one-quarter of Section 36; thence bearing N00°21'34"W, along the East line of said Southwest one-quarter, a distance of 1321.61 feet to the North line of the Southeast one-quarter of the Southwest one-quarter of said Section 36; thence bearing along said North line S88°35'37"W, a distance of 120.02 feet; to the POINT OF BEGINNING; thence continue bearing along said North line S88°35'37"W, a distance of 60.01 feet; thence bearing S00°21'34"E, a distance of 165.98 feet; thence bearing N19°23'40"E, a distance of 177.52 feet to the POINT OF BEGINNING, containing 0.11 acres more or less of land. Subject to, but not limited to, covenants, conditions, restrictions and easements of record.

PROPERTY LINES SHOWN ON THIS EXHIBIT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR OCCUPATION LINES. THIS EXHIBIT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING LINES OF THE PUBLIC LAND SURVEY SYSTEM AND RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE PROPERTY SURVEY AS DEFINED AND PURSUANT TO THE WISCONSIN ADMINISTRATIVE CODE A-E 7



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www.ruekertmielke.com

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PREPARED BY:
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W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, P.L.S. (10/04/19) CHECKED BY JOHN SCHULZ (10/04/19)

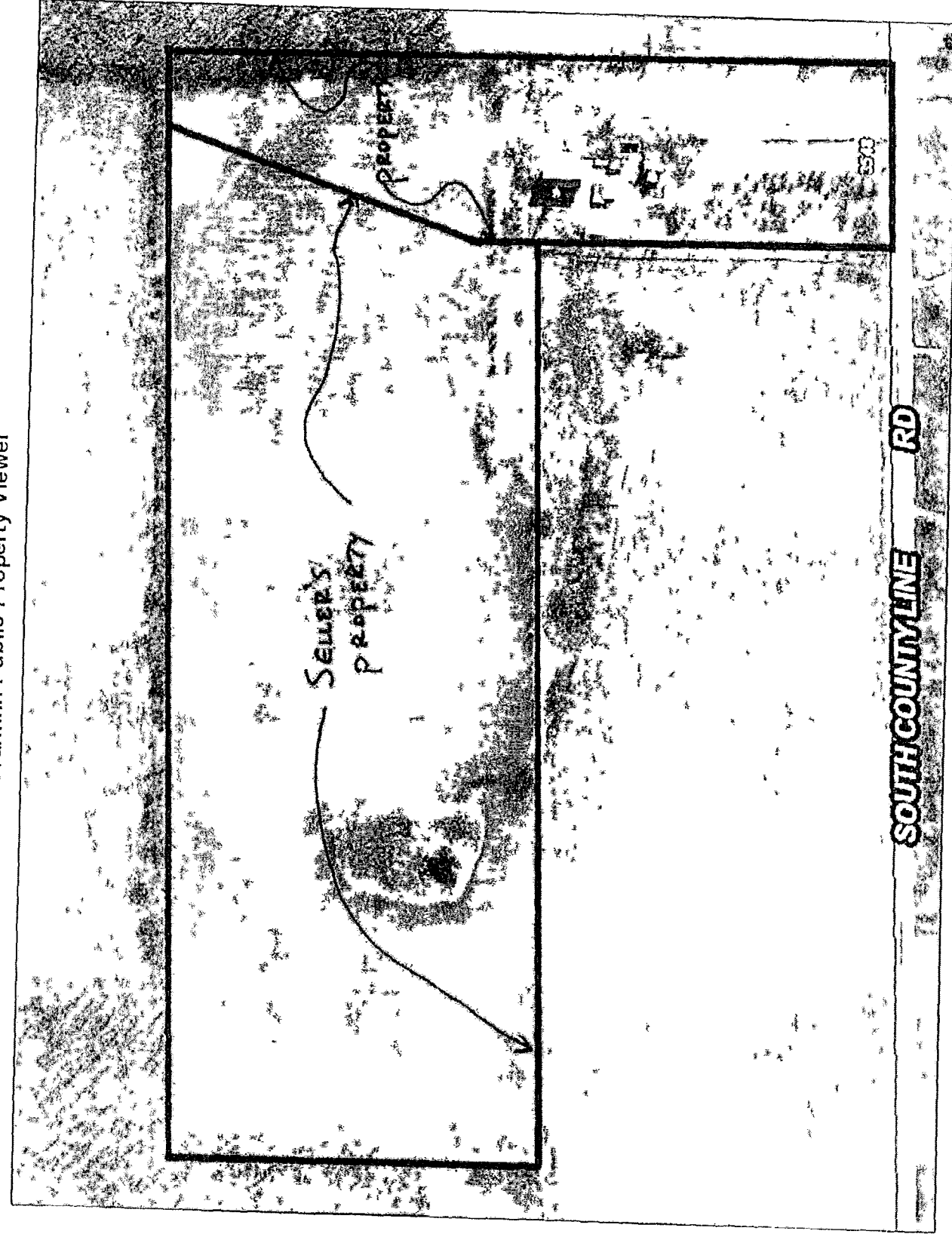
G:\C3D_2018\58_City of Franklin\10013_Franklin Corporate Park\dwg\CJR Exhibits\proposed roads ALTI.dwg

EXHIBIT B

Depiction of Seller Property

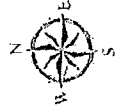
(Attached)

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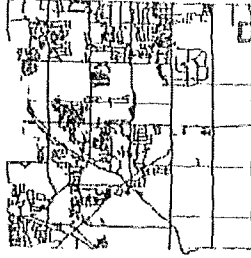
Franklin

9229 W. Comis Rd. Franklin WI 53132
www.franklin.wi.gov



City of Franklin
The City of Franklin is a village in Franklin County, Wisconsin. It is located on the western edge of the county, just north of the Illinois border. The city is home to the Franklin Correctional Institution, a state prison for men. The city also has a high school, a middle school, and an elementary school. The city is known for its beautiful scenery and its proximity to the Illinois border.

Overview Map



Legend

Area	Color
Water	Blue
Forest	Green
Field	Light Green
Residential	Light Yellow
Commercial	Light Orange
Industrial	Light Brown
Unimproved	Light Grey
Highway	Black
Local Road	Grey
Road Right-of-Way	Dark Grey

County of State Hwy

Local Road

Road Right-of-Way

Area

Color

Water

Forest

Field

Residential

Commercial

Industrial

Unimproved

Highway

Local Road

Road Right-of-Way

Area

Color

Water

Forest

Field

Residential

Commercial

Industrial

Unimproved

Highway

Local Road

Road Right-of-Way



100 Feet

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between **Lorraine C. Wendt, as Trustee of the Wendt Family Trust dated August 1, 1997, an undivided 90% interest and Lorraine C. Wendt as Trustee of the Lorraine C. Wendt Survivor's Trust dated August 1, 1997, an undivided 10% interest**, hereinafter called **SELLER**, and the **City of Franklin, a Wisconsin municipal corporation**, hereinafter called **BUYER** **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing

SELLER and BUYER agree that BUYER is purchasing this property for transportation purposes within the meaning of Wis Stats

SELLER warrants and represents to BUYER that SELLER has no notice or knowledge of any 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the **BUYER** is purchasing this property, 2) Government agency or court order requiring repair, alteration, or correction of any existing condition, 3) Shore land or special land use regulations affecting the property, 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property

DESCRIPTION The **SELLER** agrees to sell and the **BUYER** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in **Milwaukee County, Wisconsin** **See attached Exhibit A**

The purchase price of said real estate shall be the sum of **Three Hundred Forty Thousand Eight Hundred and No/100 Dollars, (\$340,800.00)** payable as follows

Fee Title:	\$340,800.00
TLE:	\$0.00

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **general taxes for the year of closing**

Legal possession of premises shall be delivered to **BUYER** on date of closing

Occupancy of property shall be given to **BUYER** on closing, **SELLER** may not occupy property after closing, unless a separate lease agreement is entered into between **BUYER** and **SELLER**.

SPECIAL CONDITIONS **No representations other than those expressed herein are a part of this sale.**

This agreement is binding upon acceptance by **SELLER** as evidenced by the signature of an authorized representative of **SELLER** If this agreement is not accepted by **SELLER** within **five (5) days** after **SELLER's** receipt, this agreement shall be null and void

SELLER and BUYER agree to act in good faith and use diligence in completing the terms of this agreement This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Witness Signature

Print Name

Date

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Date

Signature

Print Name

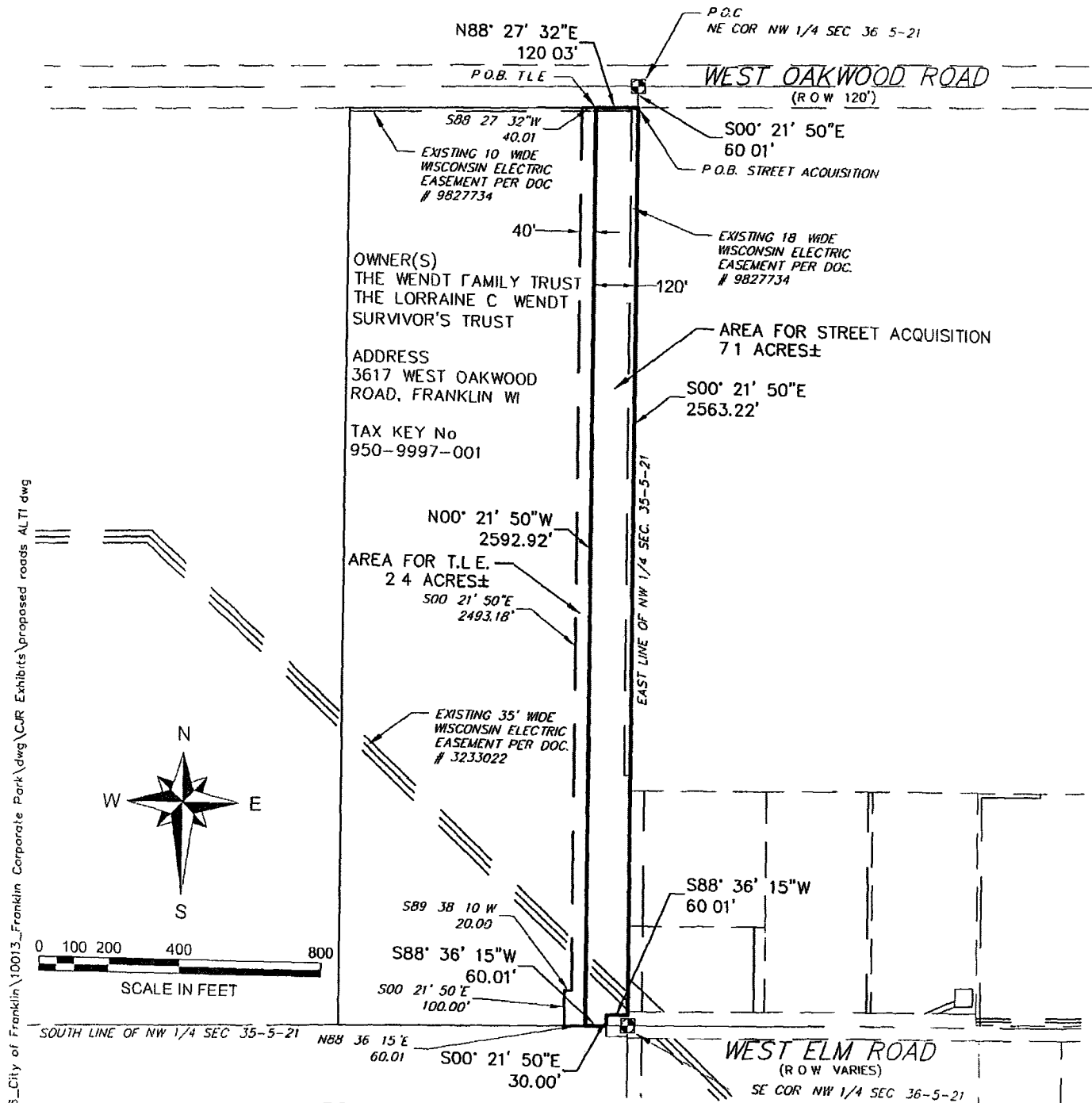
Title

Note: Must be signed by administrator or an authorized representative

EXHIBIT "A"

SHEET 1 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)
Being part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 36,
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin



☐ Ruekert & Mielke

PREPARED FOR:
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

PREPARED BY:
Ruekert & Mielke, Inc
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN PLS (11/07/19) CHECKED BY JOHN SCHULZ (11/07/19)

EXHIBIT "A"

SHEET 2 OF 2

STREET ACQUISITION AND TEMPORARY LIMITED EASEMENT (T.L.E.)

Being part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

STREET ACQUISITION.

Being part of the Northeast one-quarter, and the Southeast one-quarter of the Northwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest one-quarter of Section 36, thence bearing S00°21'50"E, along the East line of said Northwest one-quarter, a distance of 60.01 feet to the South Line of West Oakwood Road, and the POINT OF BEGINNING, thence continuing along said East line S00°21'50"E, a distance of 2563.22 feet to the North line of West Elm Road; thence bearing S88°36'15"W, along said North line, a distance of 60.01 feet; thence bearing S00°21'50"E, along said North Line, a distance of 30.00 feet to the South line of said Northwest one-quarter; thence bearing S88°36'15"W, along said South line, a distance of 60.01 feet; thence bearing N00°21'50"W, a distance of 2592.92 feet to the South line of West Oakwood Road; thence bearing N88°27'32"E, along said South line, a distance of 120.03 feet to the POINT OF BEGINNING, containing 7.1 acres more or less of land Subject to, but not limited to, covenants, conditions, restrictions and easements of record.

T.L.E.:

Being part of the Northeast one-quarter, and the Southeast one-quarter of the Northwest one-quarter of Section 36, Township 5 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest one-quarter of Section 36, thence bearing S00°21'50"E, along the East line of said Northwest one-quarter, a distance of 60.01 feet to the South Line of West Oakwood Road; thence S88°27'32"W, along said South line, a distance of 120.03 feet, to the POINT OF BEGINNING; thence continuing along said South line S88°27'32"W, a distance of 40.01 feet, thence S00°21'50"E, a distance of 2493.18 feet; thence bearing S89°38'10"W, a distance of 20.00 feet; thence bearing S00°21'50"E, a distance of 100.00 feet to the South line of said Northwest one-quarter; thence bearing N88°36'15"E, along said South line, a distance of 60.01 feet; thence bearing N00°21'50"W, a distance of 2592.92 feet to the South line of West Oakwood Road and the POINT OF BEGINNING, containing 2.4 acres more or less of land. Subject to, but not limited to, covenants, conditions, restrictions and easements of record

PROPERTY LINES SHOWN ON THIS EXHIBIT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR OCCUPATION LINES. THIS EXHIBIT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING LINES OF THE PUBLIC LAND SURVEY SYSTEM AND RIGHT-OF-WAY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE PROPERTY SURVEY AS DEFINED AND PURSUANT TO THE WISCONSIN ADMINISTRATIVE CODE A-E 7

 Ruekert & Mielke

PREPARED FOR:
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

PREPARED BY:
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W233 N2080 Ridgeview Pkwy
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN FLS (11/07/19) CHECKED BY JOHN SCHULZ (11/07/19)

G:\C30_2018\58_City of Franklin\Corporate Park\dwg\CJR Exhibits\proposed roads ALTI.dwg

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 12/13/2019 and signed by Buyer Joanne Kaczmarek (POA)
2 for purchase of real estate at 3617 W Oakwood RD

3 _____ is rejected and the following Counter-Offer is hereby made

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following _____

7 _____
8 **For Real Estate purposes this offer was written and sent by buyer to seller on December**
9 **13, 2020.**

10 _____
11 _____
12 **1) Agreement to close on or before 2/28/2020.**

13 _____
14 **2) Earnest money check of \$5,000.00 made out to RE/MAX Realty 100 Trust Account within 5**
15 **days of accepted offer.**

16 _____
17 ****Seller's side of title and closing is to be handled by Title 100.**
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before January 3, 2020

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Joel Kaczmarek OBO SMG RE/MAX Realty 100 on 12/30/2019
37 _____ Licensee and Firm ▲ Date ▲

38 (x) Joanne Kaczmarek POA 12/31/2019 (x)
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Joanne Kaczmarek POA Print name ▶

41 (x) _____ (x)
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ _____ Print name ▶

44 This Counter-Offer was presented by _____ On _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between Lorraine C. Wendt, as Trustee of the Wendt Family Trust dated August 1, 1997, an undivided 90% interest and Lorraine C. Wendt as Trustee of the Lorraine C. Wendt Survivor's Trust dated August 1, 1997, an undivided 10% interest, hereinafter called SELLER, and the City of Franklin, a Wisconsin municipal corporation, hereinafter called BUYER. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing

SELLER and BUYER agree that BUYER is purchasing this property for transportation purposes within the meaning of Wis Stats

SELLER warrants and represents to BUYER that SELLER has no notice or knowledge of any 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the BUYER is purchasing this property, 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property, 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property

DESCRIPTION The SELLER agrees to sell and the BUYER agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Milwaukee County, Wisconsin See attached Exhibit A

The purchase price of said real estate shall be the sum of Three Hundred Forty Thousand Eight Hundred and No/100 Dollars, (\$340,800.00) payable as follows

Fee Title:	\$340,800.00
TLE:	\$0.00

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and general taxes for the year of closing

Legal possession of premises shall be delivered to BUYER on date of closing.

Occupancy of property shall be given to BUYER on closing SELLER may not occupy property after closing, unless a separate lease agreement is entered into between BUYER and SELLER

SPECIAL CONDITIONS No representations other than those expressed herein are a part of this sale

This agreement is binding upon acceptance by SELLER as evidenced by the signature of an authorized representative of SELLER. If this agreement is not accepted by SELLER within five (5) days after SELLER's receipt, this agreement shall be null and void

SELLER and BUYER agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement

Witness Signature

Print Name

Date

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Date

Signature

Print Name

Title

Note Must be signed by administrator or an authorized representative

Offer presented and countered by Joel Kaczmarek on Sing RE/max Realty

Signed - Joanne Kaczmarek POA date 12-31-2019

print name - Joanne Kaczmarek POA

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER <i>H.</i>
<p>See attached listing from meeting of January 7, 2020.</p> <p>COUNCIL ACTION REQUESTED</p>		



414-425-7500

**License Committee
Agenda*
Aldermen's Room
January 7, 2020 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New 5:50 p.m	Bandle, Heather A 11430 W Swiss St Apt B Franklin, WI 53132 Landmark			
Operator 2019-2020 New 5:55 p.m	Cavaliere, Ema I 4119 108 th St Franksville, WI 53126 Hideaway Pub & Eatery			
Operator 2019-2020 New	Howell, Jeanne E S45W25670 Red Oak Ct Waukesha, WI 53189 Tuckaway Country Club			
Operator 2019-2020 New	Jablonski, Pamela J 10500 W Pallottine Dr Greenfield, WI 53228 Swiss Street Pub & Grill			
Operator 2019-2020 New	Knight, Jennifer N 4536 W Hilltop Lane Franklin, WI 53132 Walgreens #15020			
Operator 2019-2020 New	Neu, Jessica L 3539 80 th St Franksville, WI 53126 Irish Cottage			
Operator 2019-2020 New	Rocha, Michelle M 8457 S Breaburn Dr Oak Creek, WI 53154 Marcus Showtime Cinema			
Operator 2019-2020 New	Schwebe, Erica A 2610 S 78 th St West Allis, WI 53219 Marcus Showtime Cinema			
Operator 2019-2020 New	Tengel, Molly A 731 60 th St Caledonia, WI 53108 Hideaway Pub & Eatery			
Operator 2019-2020 New	Williams, Laken L 7409 S 46 th St Franklin, WI 53132 Kwik Trip #287			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New	Wooley, Walter 7112 S 47 th Pl Franklin, WI 53132 Kwik Trip #857			
Police Incident Reports from May 1, 2019 to December 31, 2019	Review of Police Incident Reports from May 1, 2019 thru December 31, 2019 for Class A and B Establishments.			
3.	Adjournment			
		Time		

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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/07/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.</i>

Attached are vouchers dated December 13, 2019 through January 3, 2020. Nos. 176468 through Nos. 176745 in the amount of \$ 5,531,498.97. Included in this listing are EFT's Nos. 4180 through Nos 4193 Library vouchers totaling \$ 5,413.59, Property Tax refunds totaling \$ 22,371.07, Tourism vouchers totaling \$ 331 00 and Water Utility vouchers totaling \$ 23,267 41. Voided checks in the amount of \$ (5,563 89) are separately listed.

Vouchers approved at prior Council meetings that are included in this distribution

ABT Mailcom	Tax Bill Processing	\$ 8,660.61
Compass Minerals	Road Salt	\$ 13,568.52
EMS Medical Billing	Ambulance Billing	\$ 8,225.51
Franklin Post Emp Trust	2019 City Contribution	\$ 90,000.00
Geographic Marketing	GIS Services	\$ 11,040.20
Knight Barry	Ballpark Commons	\$ 3,912,794.65
Quarles & Brady	TID 7 Legal	\$ 15,862.75
Quarles & Brady	TID 5 Legal	\$ 11,397.00
Ray Stadler Construction	Pleasant View Pavilion	\$ 48,910.00
Arthur Weiler Inc	2019 Fall Trees	\$ 5,570 00
Wolf & Sons	Fuel	\$ 15,807 53
TOTAL		\$4,141,836.77

Early release disbursements dated December 13, 2019 through January 2, 2020 in the amount of \$ 4,785,209.21 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 December 20, 2019 is \$ 417,169.33 previously estimated at \$ 410,000.00. Payroll deductions dated December 20, 2019 are \$ 441,306.07 previously estimated at \$ 426,000 00.

The net payroll dated January 3, 2020 is \$ 383,664.17 previously estimated at \$ 394,000.00. Payroll deductions dated January 3, 2020 are \$ 207,726.14 previously estimated at \$ 208,000.00.

The estimated payroll for January 17, 2020 is \$ 455,000.00 with estimated deductions and matching payments of \$ 241,000 00

Attached is a list of property tax EFT's Nos. 280 through Nos 288 dated December 13, 2019 through December 30, 2019 in the amount of \$ 44,721,827.29. \$ 21,827.29 of this represents reimbursement of tax refunds to General Fund and \$ 44,700,000.00 is the transfer of collections to investment accounts. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment for legal services to Wesolowski, Reidenbach & Sajdak once the December 2019 invoice(s) have been submitted, not to exceed \$30,000.00.

Approval to release earnest money on proposed transaction to "RE/MAX Realty for the benefit of Wendt Family Trust and Lorriane C Wendt Survivor's Trust" in the amount of \$5,000.00.

Approval to release earnest money on proposed transaction to "First American Title Insurance Company" in the amount of \$10,000.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of January 3, 2020 in the amount of \$ 5,531,498.97 and
- Payroll dated December 20, 2019 in the amount of \$ 417,169.33 and payments of the various payroll deductions in the amount of \$ 441,306 07 plus City matching payments and
- Payroll dated January 3, 2020 in the amount of \$ 383,664.17 and payments of the various payroll deductions in the amount of \$ 207,726.14 plus City matching payments and
- Estimated payroll dated January 17, 2020 in the amount of \$ 455,000 00 and payments of the various payroll deductions in the amount of \$ 241,000.00, plus City matching payments and
- Property tax vouchers with an ending date of December 30, 2019 in the amount of \$ 44,721,827.29 and
- The release of payment to Wesolowski, Reidenbach & Sajdak for legal services, not to exceed \$30,000.00 and
- The release of payment to "RE/MAX Realty for the benefit of Wendt Family Trust and Lorraine C Wendt Survivor's Trust" in the amount of \$ 5,000.00.
- The release of payment to First American Title Insurance Company in the amount of \$10,000.

ROLL CALL VOTE NEEDED