

REVISED***
CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, MARCH 17, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement-Pandemic Policy No. 1 (Mayor Olson).
- C. Approval of Minutes - Regular Common Council Meeting of March 3, 2020.
- D. Hearings.
- E. Organizational Business:
***1. A Resolution Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (COVID-19).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. List of Donations for January and February, 2020 to Police, Fire and Parks Departments.
 - 2. Light and Unite RED Proclamation.
 - 3. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 4 Lot Certified Survey Map Upon Property Located at 5207 West Oakwood Road (Daniel S. Duchniak, General Manager of Waukesha Water Utility, Applicant, Judith E. Gyuro And Evelyn A. Farchione (Deceased), Property Owners).
 - 4. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a 4 Lot Certified Survey Map Upon Property Located at 5207 West Oakwood Road (Daniel S. Duchniak, General Manager of Waukesha Water Utility, Applicant, Judith E. Gyuro and Evelyn A. Farchione (Deceased), Property Owners).
 - 5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Credit Union With Drive Through Use Upon Property Located at 6611 South 27th Street (University of Wisconsin Credit Union, D/B/A UW Credit Union, Applicant).
 - 6. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Capital Improvement Fund to Carryover \$40,000 of the 2019 Unused Historical Society Barn Project Appropriations.
 - 7. Request to Enter into Contracts Totaling \$20,000 with JJ Electrical, LLC for \$4,865, G&L Contracting Services LLC for \$9,850, Southeast Construction LLC for \$2,395, and Other Expenditures as Needed to Complete the Electrical, ADA Concrete Work, and Painting of the Historical Barn-8038 S. Legend Drive.
 - 8. West Marquette Avenue Public Road Extension Construction Development.
 - 9. Tourism Commission Proposed Gateway Signage and Banners.

Common Council Meeting Agenda

March 17, 2020

Page 2

10. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund to Transfer \$105,000 of Information Systems Non-Personnel Costs to Personnel Costs.
11. Approval of the Job Descriptions for “Desktop and User Support Administrator” and “Server and Infrastructure Engineer” and Authorization to Fill Two Full-Time Positions for “Desktop and User Support Administrator” and one Full-Time Position for “Server and Infrastructure Engineer” to Replace Existing Heartland Business Systems Information Technology On-Site Contractors.
12. Authorize the Director of Information Technology to Execute a Participating Addendum Agreement Through the National Association of State Procurement Officers’ ValuePoint Cooperative Purchasing Organization for Copiers, Printers and Related Devices, as Approved by the Wisconsin Director of the State’s Bureau of Procurement; and to Authorize Department Heads to Acquire Budgeted, Replacement Copiers, Printers and Related Devices Under the Terms of the Participating Addendum Agreement.
13. Authorization for Renewal of a Contract with Inspiron Logistics for the Emergency Notification System.
14. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets to Move \$250,000 of Restricted Contingency to Unrestricted Contingency to Address the Corvid-19 Health Emergency.
15. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund to Provide Additional \$77,630 of Road Salt Appropriations.
16. Request to Participate in State Contract for Purchase of 2,750 Tons of Salt.
17. An Ordinance to Amend the Municipal Code, §10-19. Quarry Monitoring Committee, as it Pertains to Committee Membership; Amendment to the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as they Pertain to Committee Membership.
18. Modify Employee Handbook Section III Clothing Allowance from \$250 to \$350 for Department of Public Works, and Sewer and Water Employees.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of March 17, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

Common Council Meeting Agenda
March 17, 2020
Page 3

REMINDERS

March 19	Plan Commission Meeting	7:00 p.m.
April 6	Common Council Meeting and Committee of the Whole	6:30 p.m.
April 7	Spring Election & Presidential Preference Primary	7:00 a.m.-8:00 p.m.
April 9	Plan Commission Meeting	7:00 p.m.
April 21	Common Council Meeting	6:30 p.m.
April 23	Plan Commission Meeting	7:00 p.m.

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MEMO

March 11, 2020

To. Aldermen and Department Heads

From Mayor Steve Olson

Re Covid 19 Preparedness

For some period of time now individual department heads and I have been discussing planning to handle the pandemic should it come to have significant effect on the City of Franklin municipal operation and/or our citizens. We held a selective senior staff meeting on Tuesday morning to put more issues on paper for solutions. Those are still in process but I thought it important to get some of this information in your hands given announcements by various other politicians lately.

Policy issues will be approved by committee and council. Listing here for discussion only. There will probably be items on the Personnel committee agenda for Monday.

Currently our Emergency Operations plan has the framework for our response. In this instance however, this is a health-related emergency (once declared) so working with the Fire Chief (official OEM) will be Courtney Day. Courtney should be your go to person. Our department heads have been receiving individual guidance where applicable from county, state and federal as well as professional organizations as it relates to their functional areas. I have been meeting with and talking with my counterparts as well in an effort to make sure we don't miss something. Courtney and I (and possibly others) will be attending a county wide tabletop pandemic exercise next week. At this point it appears that we're prepared and are accessing good information. Here are some issues and probable policies relative to the pandemic.

HEALTH OFFICER COURTNEY DAY IS Franklin's incident command on this issue as it relates to health questions. She is officially appointed as PUBLIC INFORMATION OFFICER for this incident.

QUARANTINE POLICY:

Medical guidelines under review and direction of Director Day will determine quarantines for employees who come into contact with (probable) patients. Employees may not self-quarantine. Supervisors will consult with Director Day for medical appropriateness. Quarantined employees may be required to perform their jobs from home during their quarantine period. Should an employee under quarantine break their quarantine they may be subject to discipline up to and including termination.

SICK LEAVE UNDER QUARANTINE:

(This is being reviewed by legal counsel and is subject to FMLA changes proposed by the President 20 minutes ago)

This is a temporary policy that does not establish precedent. Should an employee be subject to approved quarantine and exhaust their bank of sick days, the city will continue to pay as though sick days were available. New sick days will not accrue under this period. All sick time will be paid as straight time. A doctor's excuse, normally needed if out for more than 3 days, will not be needed to return to work after quarantine. Time off due to COVID-19 will not be counted toward an employee's FMLA.

TIME OFF FOR CHILD CARE IN THE CASE OF SCHOOL CLOSURE:

Generally, time off will not be granted for child or dependent care outside of normal policy. The city is aware that circumstances may arise that will cause extreme circumstances for families with children or elderly at home. Parents are working on contingency plans for child care but employees should have plans in place for such an event. (Use of the library for daycare. Employee's to manage care and supervision of the children to be discussed and worked out)

POLICE AND FIRE STAFFING

In the event that we experience quarantining of our first responders (including dispatch), both PD and Fire have contingency plans for staffing. As we all know, we don't have extra staff waiting for assignment. On a high level, the plans include reduced responses, longer shifts, replacement personnel from other departments and other service adjustments. Our focus will always be on effective service to our public based on need. There will be budget impact should we need to go down these paths and the departments are working with finance and me on projections and issues of paying other municipalities for their personnel and in reverse?

UNIQUE STAFFING ISSUES

We have a lot of positions within the city whose responsibilities are unique and done by one person. Management and administration will be working on strategies to best cover these responsibilities (how do we do payroll if our one payroll clerk is out for a month) to keep the city working. These will be complex issues to solve complicated by the lengthy nature of quarantine or recovery.

ELECTIONS

The clerk's office has significant guidance from the state on operations for the election. Sandi will have her staff trained on procedures to handle voters who present themselves as apparently ill. Procedures will be in place for cleaning machines, pens and other touchable surfaces.

LIBRARY

The library is preparing. They are implementing enhanced cleaning of public surfaces and researching quarantine of returned materials. Puzzles and games are being removed.

SENIOR HOUSING FACILITIES

Our health department has and will continue to visit with our senior facilities to remind our most vulnerable population of how to combat the virus and to maintain vigilance.

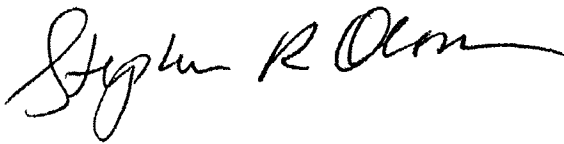
CITY MEETINGS AND EVENTS

At this point I have no intention of cancelling city meetings or events. Our chance of infection are low. I will rely on Courtney but as long as we practice good personal hygiene we'll be fine.

IF YOU FEEL LIKE YOU HAVE A COLD OR THE FLU, CONTACT YOUR SUPERVISOR.

It appears that the infection rate in Asia has begun to decline. With the measures in the other countries in place it's likely they'll start to get a handle on it too.

Remember 99.7% of people infected recover like they had the flu. Tens of thousands more have the flu than covid 19 and are dying. Wash your hands. Don't touch your face.

A handwritten signature in black ink, reading "Stephen R. Olson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Stephen R. Olson
Mayor

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 3, 2020
MINUTES

- | | | |
|------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROLL CALL | A. | The regular meeting of the Common Council was held on March 3, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer (arrived at 6:48 p.m.), Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:31 p.m. and closed at 6:39 p.m. |
| MINUTES
FEBRUARY 17, 2020 | C. | Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of February 17, 2020 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried. |
| CONSENT AGENDA | G.1. | Alderman Taylor moved to approve the following consent agenda items: |
| AUCTION OF SCBA
EQUIPMENT | G.1.(a) | Approve Fire Department request to dispose of decommissioned Self Contained Breathing Apparatus, with associated parts and fill appliances, by sending them to auction, with any proceeds returned to the Equipment Replacement Fund; and |
| FRANKLIN VOLITION
CONTRACT WITH
TTJ GROUP, LLC | G.1.(b) | Authorize the Director of Health and Human Services to sign the contract, as corrected, with TTJ Group, LLC for consultant services to Franklin Volition on social media training by coalitions; and |
| HEALTHY
COMMUNITIES
APPLICATION | G.1.(c) | Authorize the Director of Health and Human Services to complete the application for Healthy Communities Designation for the City in 2020. |
| | | Approval of the consent agenda was seconded by Alderman Barber. All voted, Aye; motion carried. |
| NEEDS ASSESSMENT &
IMPACT FEES STUDY | G.2. | Alderman Taylor moved to accept the Public Facilities Needs Assessment and Impact Fee Study draft and direct that a Public Hearing be held on April 6, 2020, to consider input and adopt a revised Impact Fee Ordinance. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| | | Alderman Taylor moved that the study provide the annual increase escalator option of the U.S. Census Bureau's Construction Price |

Index for single-family houses. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Taylor moved to create a policy that would cause a Needs Assessment to be completed every 5 years. Seconded by Alderman Dandrea. All voted Aye; motion carried.

2020 SANITARY
SEWER USER FEE

- G.3. Alderman Dandrea moved to adopt a quarterly 2020 Residential Sanitary Sewer charge of \$59.90 and a fixed Commercial Connection charge of \$12.50 plus a \$3.5250195 per thousand gallons charge effective January 1, 2020 as provided by Municipal Code 207-14.H.(3)(b). Seconded by Alderman Barber. All voted Aye; motion carried.

PROFESSIONAL
SERVICE AGREEMENT
FOR PUBLIC WORKS
FACILITY
IMPROVEMENTS

- G.12. Alderman Mayer moved to adopt a Resolution for Professional Service Agreement with Barrientos Design and Consulting, Inc. for a Phase I Needs Analysis and Concept Design on Department of Public Works Facility Improvements (7979 West Ryan Road) for \$15,892. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea and Alderman Mayer voted Aye; Alderwoman Wilhelm, Alderman Taylor, Alderman Barber, and Alderman Nelson voted No. Motion failed.

HISTORICAL SOCIETY
BARN DONATION

- G.4. Alderman Taylor moved to return to the March 17, 2020, Common Council meeting with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7600
3 LOT CSM LOCATED
AT 3617 W. ELM RD.
(JHB PROPERTIES, LLC,
OWNER)

- G.5. Alderman Taylor moved to adopt Resolution No. 2020-7600, A RESOLUTION CONDITIONALLY APPROVING A 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. (JHB PROPERTIES, LLC, OWNER) (3617 WEST ELM ROAD). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7601
SPECIAL USE
RESIDENTIAL

- G.6. Alderman Dandrea moved to adopt Resolution No. 2020-7601, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A ONE-

DWELLING AT 9323 W.
PUETZ RD. (KEVIN M. &
SONDRA J. SPIEGL
APPLICANTS)

FAMILY RESIDENTIAL DWELLING USE UPON PROPERTY
LOCATED AT 9323 WEST PUETZ ROAD (KEVIN M. SPIEGL
AND SONDRA J. SPIEGL, APPLICANTS). Seconded by Alderman
Mayer. All voted Aye; motion carried.

RES. 2020-7602
ARCHITECTURAL &
ENGINEERING SVCS.
AGREEMENT WITH
GRAEF-USA, INC.
(PLEASANT VIEW
PARK)

G.7. Alderman Nelson moved to adopt Resolution No. 2020-7602, A
RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
EXECUTE AN AGREEMENT WITH GRAEF-USA, INC. FOR
PROFESSIONAL, ARCHITECTURAL, AND ENGINEERING
SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN
UPDATE, IN THE AMOUNT OF \$19,900.00. Seconded by
Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7603
CHANGE ORDER 02 FOR
PLEASANT VIEW PARK
PAVILION

G.8. Alderman Nelson moved to adopt Resolution No. 2020-7603, A
RESOLUTION TO ISSUE A CHANGE ORDER NO. 2 FOR
PLEASANT VIEW PARK PAVILION (4901 WEST EVERGREEN
STREET) IN THE AMOUNT OF \$6,407.47. Seconded by Alderman
Mayer. All voted Aye; motion carried.

RES. 2020-7604
MOU WITH WI DOT FOR
TEMPORARY
DRIVEWAY 10001 W.
CHURCH ST.

G.9. Alderman Mayer moved to adopt Resolution No. 2020-7604, A
RESOLUTION TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF
TRANSPORTATION FOR THE CONSTRUCTION OF A FUTURE
PRIVATE DRIVEWAY CONNECTION ON THE WEST SIDE OF
SOUTH LOVERS LANE ROAD (STH 100) FOR 10001 WEST
CHURCH STREET (TAX ID NO. 795-9999-007). Seconded by
Alderman Dandrea. All voted Aye; motion carried.

WISDOT HWY 100,
W. RAWSON AVE. TO
W. COLLEGE AVE.

G.10. No action was taken regarding the stock pile issue, context-sensitive
solution elements, sidewalks, and crosswalks relating to the
Wisconsin Department of Transportation project South Lovers Lane
Road (U.S. 45 / STH 100) from West Rawson Avenue to West
College Avenue.

AMEND BUDGET FOR
PUBLIC WORKS
FACILITY
IMPROVEMENTS

G.11. No action was taken on an Ordinance to Amend Ordinance 2019-
2398, an Ordinance Adopting the 2020 Annual Budgets for the
Capital Improvement Fund to Carryforward a \$20,000 Appropriation
for a Concept Design for Public Works Facility Improvements.

ORD. 2020-2419
SEWER & WATER DEPT.
TRUCK

G.13. Alderman Taylor moved to adopt Ordinance No. 2020-2419, AN
ORDINANCE TO AMEND ORDINANCE 2019-2398, AN
ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR
THE SANITARY SEWER FUND PROVIDING ADDITIONAL
RESOURCE AND CAPITAL EXPENDITURE APPROPRIATIONS
FOR THE PURCHASE OF A TRUCK. Seconded by Alderman
Barber. On roll call, all voted Aye; motion carried.

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|----------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ORD. 2020-2420
BUDGET
AMENDMENTS | G.14. | Alderman Dandrea moved to adopt Ordinance No. 2020-2420, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR GENERAL, SOLID WASTE, ST MARTIN'S FAIR, CIVIC CELEBRATIONS, POLICE GRANTS FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO PROVIDE APPROPRIATIONS FOR ACTUAL PERFORMANCE TO AMENDED BUDGET FOR CALENDAR YEAR 2019. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried. |
| LICENSES AND
PERMITS | H. | Upon recommendation from the License Committee, Alderman Nelson moved to grant an Operator License to Christopher A. Ewig, 6626 S. 26 St., Oak Creek. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| VOUCHERS AND
PAYROLL | I. | Alderman Barber moved to approve the following:
City vouchers with an ending date of March 1, 2020 in the amount of \$2,602,525.97; and approving \$6,588,701.17 of Debt Service payments to Bond Trust Services direct from investment accounts; and Payroll dated February 28, 2020 in the amount of \$396,414.36 and payments of the various payroll deductions in the amount of \$516,537.40 plus City matching payments; and estimated payroll dated March 13, 2020 in the amount of \$389,000.00 and payments of the various payroll deductions in the amount of \$213,000.00, plus City matching payments; property tax vouchers with an ending date of February 28, 2020 in the amount of \$6,191,982.82; and the release payment to Knight Barry in the amount of \$674,250.18; and the release of payment to Title 100, Inc. in the amount of \$340,798.60. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried. |
| ADJOURNMENT | J. | Alderman Taylor moved to adjourn the meeting at 8:11 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried. |

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
ORGANIZATIONAL BUSINESS	A Resolution Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (COVID-19)	ITEM NUMBER <i>E.1.</i>

Mayor Olson directed the presentation of this public emergency subject matter to the Common Council. Attached is a copy of the draft resolution. City staff will be present at the meeting to provide information to the Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (COVID-19)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 3/14/20

RESOLUTION NO. 2020-____

A RESOLUTION DECLARING A PUBLIC HEALTH EMERGENCY
IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019, and has subsequently spread throughout numerous countries and the United States, including Wisconsin; and

WHEREAS, international organizations, the federal, state, and local governments are all working together to contain COVID-19; and

WHEREAS, citing the World Health Organization's declaration of a Public Health Emergency of International Concern, and the United States Department of Health and Human Services declaration of a Public Health Emergency, the Governor of the State of Wisconsin has proclaimed that a Public Health Emergency exists for the State of Wisconsin, by Executive Order #72 on March 12, 2020; and

WHEREAS, the City of Franklin has been working to protect the community from the spread of this disease, and to prepare for the impacts it may have; and

WHEREAS, in order to protect the health and well-being of residents and visitors, the City of Franklin must avail itself of all resources needed to respond to and contain the presence of COVID-19.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, as follows:

1. There does now exist within the City of Franklin a public health emergency, as defined in Wis. Stat. § 323.02(16), and as such, the Common Council of the City of Franklin does hereby declare a Public Health Emergency within the City of Franklin, pursuant to Wis. Stat. § 323.11, due to an imminent threat of conditions that will impair transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the City.
2. During the existence of said declared Public Health Emergency, the powers, functions and duties of the emergency management organization of the City of Franklin shall be those prescribed by state law, and by Franklin ordinances and resolutions, the City of Franklin Emergency Operations Plan, and Franklin's Comprehensive Emergency Management Program.
3. All City of Franklin Departments shall, as necessary and appropriate, work

cooperatively with internal and external stakeholders and take all necessary and appropriate measures to prevent and respond to incidents of COVID-19 in the community.

4. The City of Franklin Fire Chief, as the City of Franklin Emergency Manager shall implement the City of Franklin Emergency Operations Plan, coordinate the City's response to the existing Emergency, and coordinate with County and State emergency management personnel as required by law. The City of Franklin Director of Health and Human Services/Health Officer, as an Incident Commander for the Public Health Emergency, will serve in conjunction with the Emergency Manager, and shall serve as the Public Information Officer during the term of this Emergency
5. Pursuant to Wis. Stat. § 323.11, this Resolution Declaring a Public Health Emergency and the period of the emergency shall be in effect and in place for forty (40) days from the date of adoption hereof, subject to any future Common Council action by way of resolution to reduce such effect and time period, or to extend same, or to amend the provisions hereof.

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

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 <i>Shw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Mar 17, 2020
REPORTS & RECOMMENDATIONS	List of Donations for January and February, 2020 to Police, Fire, and Parks	ITEM NUMBER <i>G.I.</i>

Background

Various residents and businesses contribute to City activities to assist the Police, Fire, and Parks. Attached is a list of donors who contributed during January and February, 2020.

COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received during January and February 2020 to the Police, Fire, and Parks.

City of Franklin, WI
Donations
Jan 1, 2020 to Feb 28, 2020

Date	Description	Reference #	Credits
	4738 - CANINE DONATIONS-POLICE		
02/06/2020	ST PAULS MARY MARTHA SOCIETY	152506	50.00
	4741 - OTHER POLICE DONATION		
02/25/2020	JESTER, ROBERT	152999	100.00
	DONATIONS-FIRE SAFETY-SCHOOLS		
01/01/2020			
01/31/2020	BARTZ'S FLOOR COVERING INC	152268	200.00
01/31/2020	BTL PALLET SHOP	152273	100.00
02/05/2020	CARMA LABORATORIES INC	152446	200.00
01/29/2020	CINTAS	152166	120.00
01/31/2020	CROSSROADS PIZZA & SUBS II	152270	120.00
02/26/2020	FISCO AUTO BODY INC	153031	120.00
01/31/2020	G&S HAPPY HOUNDS, INC	152272	200.00
02/17/2020	HOLZ MOTORS, INC.	152762	100.00
01/31/2020	KENDOR CORPORATION	152269	100.00
02/17/2020	MAX A. SASS & SONS FUNERAL HOMES	152763	120.00
01/31/2020	ON THE BORDER	152274	200.00
01/31/2020	ZUMSTEIN CHIROPRACTIC CLINIC LLC	152271	100.00
	Total		1,680.00
	DONATIONS-KAYLA'S KREW PLAYGR		
02/05/2020	FREIBERG, KRISTEN	152478	75.00
01/13/2020	GINTHER, JACK & CATHERINE	151453	100.00
01/08/2020	KOENIG, ALEX	151323	40.00
	Total		215.00
	Total Donations to Donations Fund		2,045.00

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2020
Reports and Recommendations	Light and Unite RED Proclamation	ITEM NUMBER <i>G. 2.</i>
<p>Background: Light and Unite RED week is a County Wide Annual initiative to shine a spotlight on the dangers of substance misuse. Franklin plans to show support for this campaign by lighting an evergreen outside of City Hall with red lights. Volition Franklin members will provide community members with educational resources and encourage participation in a variety of community and school based event throughout the designated week.</p> <p>* Members from the coalition will be present at the Common Council Meeting</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>No action requested.</p>		

Health Department: LG

City of Franklin Proclamation

Whereas, substance abuse prevention coalitions within Milwaukee County work together annually to put a spotlight on the dangers of substance abuse during Light and Unite RED week; and

Whereas, this year, Light and Unite RED week will be March 30-April 5, 2020 to coincide with National Drug and Alcohol Facts Week; and

Whereas, one of the community groups partnering in this event is Volition Franklin; and

Whereas, the confirmed number of drug overdoses deaths in Milwaukee County for 2019 was approximately 407 fatal drug overdoses; and

Whereas, Franklin is not immune to substance misuse as evident by local data; and

Whereas, awareness, knowledge, and community support serve as protective factors against the misuse of alcohol and other drugs; and local leaders in government, schools, businesses, and citizens have the opportunity to participate in Light and Unite RED week; and

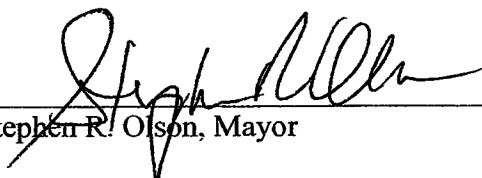
Whereas, community members are urged to participate in Light and Unite RED activities and use the color red as a way of symbolizing efforts to prevention substance abuse; and

Whereas, the City of Franklin will be illuminating an evergreen tree in front of City Hall, and Volition Franklin will be engaging the community in activities throughout the city during Light and Unite RED week; and

Whereas, continued commitment to drug and alcohol education and prevention are imperative.

Now Therefore, be it proclaimed, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all the Citizens of Franklin, hereby declare the week of March 30-April 5, 2020 to be Light and Unite RED week in the City and ask all citizens and businesses to join me in recognizing this week.

Presented to the City of Franklin Common Council this 17th day of March, 2020.


Stephen R. Olson, Mayor

<p align="center">APPROVAL</p> <p align="center"><i>Slw</i></p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE</p> <p align="center">03/17/20</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 4 LOT CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 5207 WEST OAKWOOD ROAD</p> <p align="center">(DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)</p>	<p align="center">ITEM NUMBER</p> <p align="center"><i>G. 3.</i></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 4 lot certified survey map upon property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p> <p>The applicant submitted a conservation easement for Common Council approval to comply with condition No. 7 of Certified Survey Map Resolution No. 2019-7590:</p> <p><i>The applicant shall submit a written conservation easement and landscape bufferyard easement documents, said easements 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.</i></p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 4 lot certified survey map upon property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners, subject technical corrections by the Department of City Development.</p>		

Department of City Development: RM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-10-2020]

RESOLUTION NO. 2020-_____

**RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 4 LOT
CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 5207 WEST OAKWOOD
ROAD (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER
UTILITY, APPLICANT, JUDITH E. GYURO AND EVELYN A. FARCHIONE
(DECEASED), PROPERTY OWNERS)**

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Daniel S. Duchniak, General Manager of Waukesha Water Utility, on February 4, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, waterways, shore wetlands, wetland buffers, wetland setbacks, shore buffers and floodplains/floodways on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Daniel S. Duchniak, General Manager of Waukesha Water Utility, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY
RESOLUTION NO. 2020-_____

Page 2

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 _____

CONSERVATION EASEMENT

Great Water Alliance Outfall Facilities

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Judith Gyuro and Evelyn Farchione, private owners, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetlands, waterways, wetland buffers, shoreland wetlands, waterway setbacks, floodplains, floodways, and floodlands according to the Wetland and Waterway Delineation Report dated November 2018, and the Natural Resources Protection Plan Technical Memorandum, dated October 2019, both prepared by TRC Companies, Inc. on behalf of the Great Water Alliance (GWA), which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby;

WHEREAS, the Grantor, successors and assigns, consent to the execution, delivery and dedication of a trail easement to the Grantee, in such location and upon such lands which shall then be determined by the Grantee to then be consistent with the Comprehensive Master Plan of the City of Franklin and the Milwaukee County Trail Network Plan, as may be amended,

WHEREAS, there is no, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, with the exception of agricultural activities and construction of and required future maintenance of the outfall facility and appurtenances of the outfall facility, from Lot 1, as described in the Certified Survey Map, dated December 30, 2019, to the Root River, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees and the exceptions listed in Covenant 2 above;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation,
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles with the exception to construct and also perform future required maintenance of the outfall facility and appurtenances of the outfall facility from Lot 1 to the Root River.

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows

To Grantor:
Judith Gyuro and Evelyn Farchione
4604 W Thorncrest Drive
Franklin, WI. 53132

To Grantee:
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set *their* hands on this date of _____, 2020.

By _____

By: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, as _____ of Judith Gyuro and Evelyn Farchione, private owners, to me known to be the persons who executed

the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Judith Gyuro and Evelyn Farchione.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 2020.

CITY OF FRANKLIN

By. _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents:

Régulo Martínez-Montilva
Associate Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, (Does not apply), a *Wisconsin* banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer, 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 _____, 20____, before me, the undersigned, personally appeared _____ NA _____, as _____ of _____ NA _____, 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: _____ NA _____

Notary Public, State of *Wisconsin*

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, (Does not apply), a *Wisconsin* banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer, 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 _____, 20 __, before me, the undersigned, personally appeared _____ NA _____, as _____ of _____ NA _____, 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. _____ NA _____

Notary Public, State of *Wisconsin*

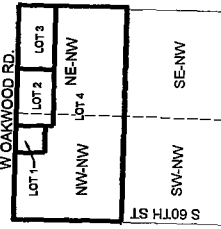
My commission expires _____

Exhibit A

Certified Survey Map (CSM) Dated December 30, 2019

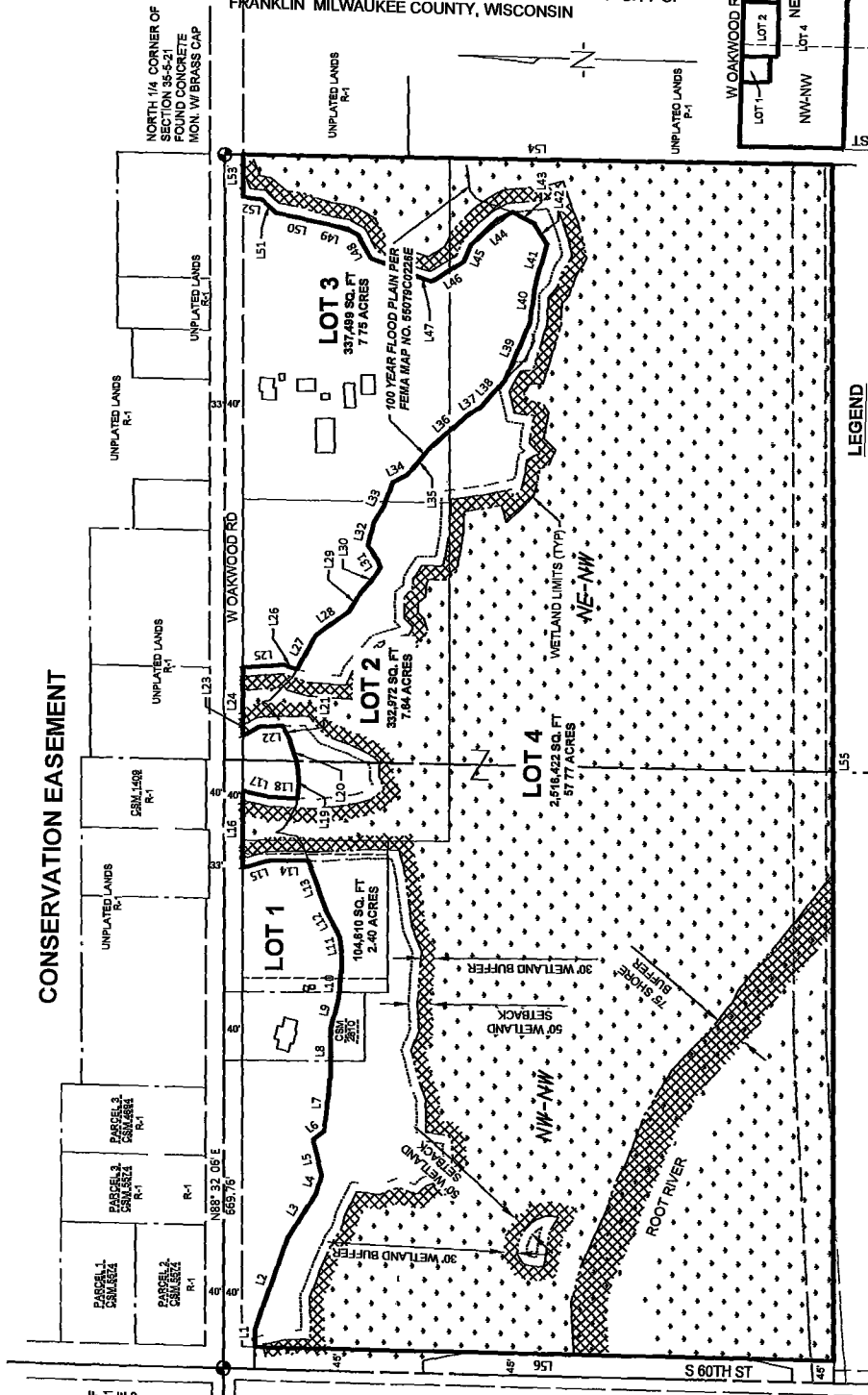
CERTIFIED SURVEY MAP NO

A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN



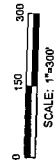
VICINITY MAP
NW 1/4, SEC. 35-5-21
Scale: 1" = 2000'

CONSERVATION EASEMENT



LEGEND

- 100 YEAR FLOOD PLAIN
- WETLAND AREA
- WETLAND/SHORE BUFFER
- WETLAND SETBACK



AYRES
ASSOCIATES

N17 W24222 Riverwood
Drive, Suite 310
Waukesha, WI 53188
(262) 523-4488

FEBRUARY 20 2020
SHEET 5 OF 9 SHEETS

CERTIFIED SURVEY MAP NO _____
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF
SECTION 35 TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF
FRANKLIN MILWAUKEE COUNTY, WISCONSIN

CONSERVATION EASEMENT LINE TABLE

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	41.92	N90° 00' 00"E	L21	31.61	N59° 37' 16"E	L41	82.66	S74° 26' 21"E
L2	210.20	S72° 01' 26"E	L22	50.56	N04° 26' 20"W	L42	54.30	N56° 40' 05"E
L3	114.73	S58° 34' 59"E	L23	40.85	N30° 00' 23"W	L43	53.02	N26° 31' 02"E
L4	40.01	S74° 10' 19"E	L24	149.82	N88° 32' 06"E	L44	116.00	N40° 01' 05"W
L5	83.05	N75° 35' 01"E	L25	90.01	S05° 18' 07"E	L45	40.75	N67° 28' 03"W
L6	29.53	S37° 06' 10"E	L26	29.93	S16° 36' 51"W	L46	82.60	N33° 25' 29"W
L7	124.08	S85° 02' 37"E	L27	85.43	S62° 35' 01"E	L47	141.70	N19° 58' 18"E
L8	102.28	N88° 48' 03"E	L28	87.41	S36° 55' 43"E	L48	57.34	N60° 10' 30"E
L9	65.52	S76° 16' 29"E	L29	51.61	S59° 57' 29"E	L49	80.91	N15° 32' 30"E
L10	104.06	S87° 11' 12"E	L30	68.65	S53° 59' 58"E	L50	104.17	N11° 43' 07"E
L11	30.64	N78° 25' 48"E	L31	54.33	N58° 54' 41"E	L51	42.83	N41° 02' 48"E
L12	69.14	N60° 30' 47"E	L32	51.92	S77° 45' 30"E	L52	40.39	N06° 28' 10"E
L13	111.43	N69° 16' 10"E	L33	98.39	S66° 31' 01"E	L53	91.79	N88° 32' 06"E
L14	84.16	N01° 38' 04"W	L34	35.11	S27° 38' 20"E	L54	1278.49	S00° 40' 28"E
L15	61.77	N17° 07' 12"W	L35	77.74	S51° 33' 19"E	L55	2601.19	S88° 23' 52"W
L16	170.18	N88° 32' 06"E	L36	106.02	S42° 29' 57"E	L56	1256.38	N00° 33' 20"W
L17	60.14	S13° 44' 01"W	L37	34.43	S33° 42' 00"E			
L18	61.04	S00° 59' 40"W	L38	79.75	S49° 26' 25"E			
L19	68.91	N89° 33' 31"E	L39	135.76	S67° 55' 42"E			
L20	62.05	N71° 06' 12"E	L40	82.62	S82° 58' 08"E			

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/17/20
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 4 LOT CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 5207 WEST OAKWOOD ROAD (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)	ITEM NUMBER <i>G.A.</i>

City Development staff recommends approval of a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a 4 lot certified survey map upon property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

The applicant submitted a landscape bufferyard easement for Common Council approval to comply with condition No. 7 of Certified Survey Map Resolution No. 2019-7590:

The applicant shall submit a written conservation easement and landscape bufferyard easement documents, said easements 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.

It is noted that this easement allows the placement of structures as long as the location is in compliance with previously approved plans of Resolution 2019-7590.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a 4 lot certified survey map upon property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners, subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-10-2020]

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 4 LOT
CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 5207 WEST OAKWOOD
ROAD (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER
UTILITY, APPLICANT, JUDITH E. GYURO AND EVELYN A. FARCHIONE
(DECEASED), PROPERTY OWNERS)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Daniel S. Duchniak, General Manager of Waukesha Water Utility, on February 4, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Landscape Bufferyard Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by Daniel S. Duchniak, General Manager of Waukesha Water Utility, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Landscape Bufferyard Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
LANDSCAPE BUFFERYARD EASEMENT
DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY
RESOLUTION NO. 2020-_____

Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

LANDSCAPE BUFFERYARD EASEMENT

Great Water Alliance Outfall Facilities

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Judith Gyuro and Evelyn Farchione hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, a part of the North ½ of the Northwest ¼ of Section 35, Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip adjacent to a portion along West Oakwood Road and boundaries along east and west boundaries of Lot 1, as described in attached Exhibit B,

WHEREAS, Judith Gyuro and Evelyn Farchione were the applicant for a proposed Certified Survey Map approval, Site Plan Amendment, and Rezoning Applications as set forth in City of Franklin Plan Commission Resolution No. 2020-004, approving a Site Plan Amendment and Rezoning Applications for Great Water Alliance Outfall Facilities, and the City of Franklin Plan Commission adopted Resolution No. 2020-004, on January 23, 2020. Conditions of Resolution No. 2020-004 thereof providing

- 1 The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Waukesha Water Utility Outfall Facilities dated January 10, 2020
- 2 Daniel S. Duchniak, General Manager of Waukesha Water Utility, successors and assigns, and any developer of the Waukesha Water Utility Outfall Facilities construction project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for the Waukesha Water Utility Outfall Facilities construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9 0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time
- 3 The approval granted hereunder is conditional upon the Waukesha Water Utility Outfall Facilities construction project (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances, and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval
- 4 That the Waukesha Water Utility Outfall Facilities construction project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin
- 5 Areas of disturbance of natural resource features to provide for the proposed essential services in Lots 1 and 4 shall be restored to the restoration standards of Unified Development Ordinance §15-4 0102 I
- 6 This site plan approval is conditional upon and no development shall occur prior to approval of concurrent Comprehensive Master Plan Amendment and Rezoning applications
- 7 In the event of future development or additions to the proposed facilities, or any area development or redevelopment, applicant, owner(s) of the property, successors and assigns, upon the then direction by and notice thereof from the City, shall widen the driveway to a 24 foot width or to such other standards or requirements of the Unified Development Ordinance then in effect, as amended from time to time
- 8 Pursuant to Unified Development Ordinance §15-5 0202 I, the applicant shall revise the site plan to designate one parking space as ADA space with a minimum width of 13 feet, prior to issuance of building permits
- 9 Pursuant to Unified Development Ordinance §15-5 0202 E, the applicant shall revise the site plan to add curb and

gutter surrounding the driveway and parking lot, prior to issuance of building permits

- 10 Pursuant to Unified Development Ordinance §15-5 0303 G 3 , any plant materials included in an approved landscaping plan that do not survive a plant establishment period of two years after installation shall be replaced by applicant, owner(s) of the property, successors and assigns, with plant material(s) of the same or like species of equal size within the next planting season, but in any event, within six months of the plant material(s)' demise, and

WHEREAS, Grantee is a 'holder", as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

WHEREAS, the Grantee is willing to accept this Landscape Bufferyard Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over, and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Lot 1 as described in attached Exhibit B by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between West Oakwood Drive along the north parcel boundary of Lot 1 and adjacent properties on east and west boundaries of Lot 1 as described in attached Exhibit B, property and adjacent property or right-of-way adjacent to the landscape buffer,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not

- 1 Construct or place buildings or any structure, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin, including, without limitation, the civil engineering plans approved on January 23, 2020 as City of Franklin Resolution No 2020-004 , are specifically permitted and allowed within the limits of the Easement Area in compliance with this Landscape Bufferyard Easement,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Plan Commission of the City of Franklin and/or by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like

To have and to hold this Landscape Bufferyard Easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U S Mail registered mail, return receipt requested, as follows

To Grantor
Judith Gyuro and Evelyn Farchione
4604 W Throncrest Drive
Franklin, Wisconsin 53132

To Grantee
City of Franklin
Office of the City Clerk
9229 W Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 2020

By _____

Print Name

By _____

Print Name

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A D 2020 by the above named

_____ to me known to be the person(s) who executed the foregoing Easement and acknowledged the same

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Landscape Bufferyard Easement granted and conveyed to it under and pursuant to the foregoing Grant of Landscape Bufferyard Easement. In consideration of the making of such Grant Of Landscape Bufferyard Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 2020

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, does not apply 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 _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance 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 _____, 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 Wisconsin

My commission expires _____

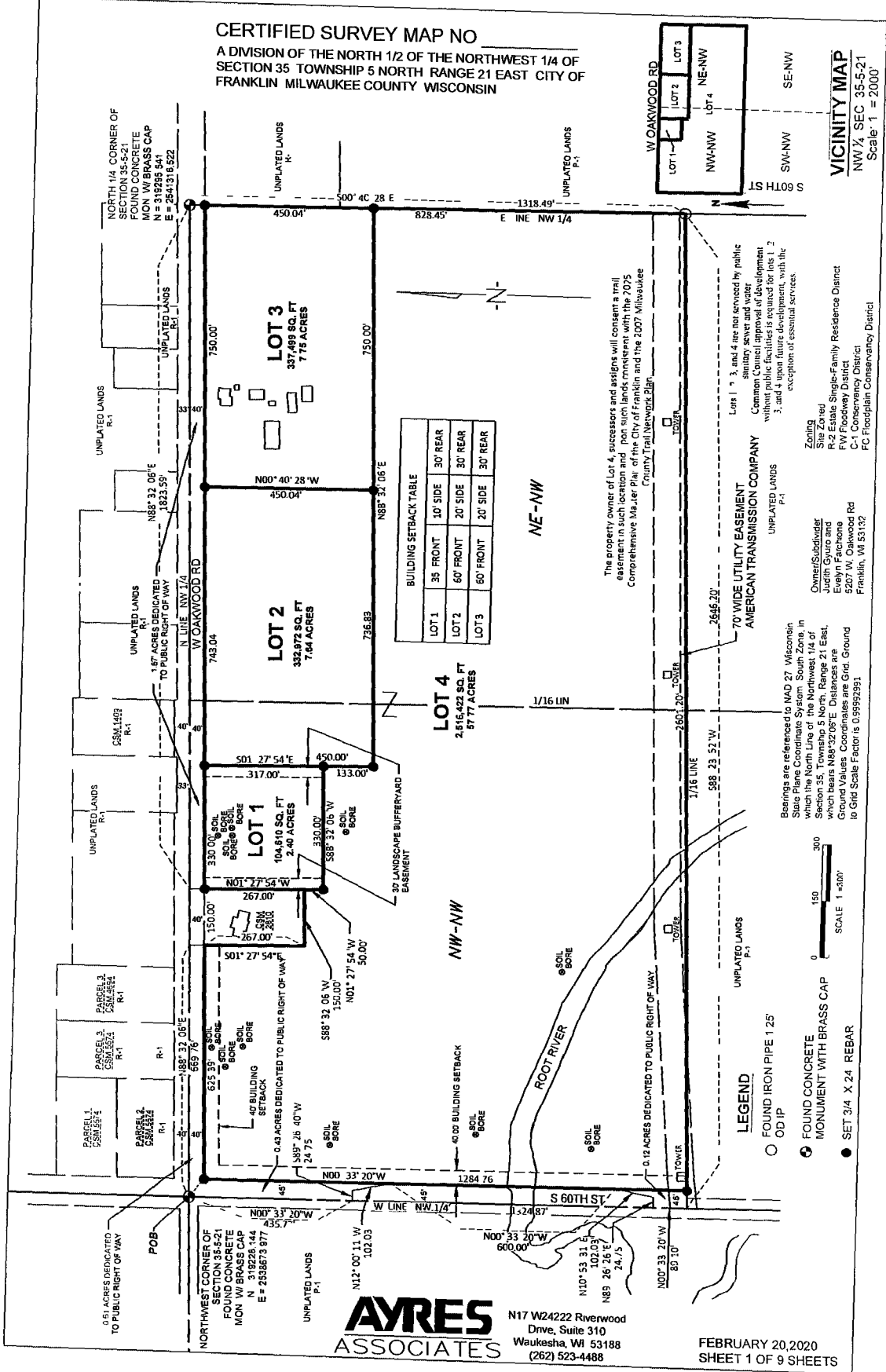
Exhibit A

Judith Gyuro and Evelyn Farchione property upon which the open space buffer lands are located is legally described as follows

LEGAL DESCRIPTION

A map depicting the open space buffer lands is annexed hereto. The open space buffer lands are legally described as set forth on EXHIBIT B annexed hereto.

CERTIFIED SURVEY MAP NO
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF
FRANKLIN MILWAUKEE COUNTY WISCONSIN



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/17/2020
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION WITH DRIVE THROUGH USE UPON PROPERTY LOCATED AT 6611 SOUTH 27TH STREET (UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION, APPLICANT)	ITEM NUMBER G.5.
<p>At the regular meeting of the Plan Commission on March 5, 2020, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a Credit Union use upon property located at 6611 South 27th Street, in PDD 13 (Walmart and Sam's Club).</p> <p>UW Credit Union is a state-chartered, federally insured financial institution and classified as SIC Code No. 6062. Credit Unions are allowed in B-3 zoning in the B-3 District, however, a drive-through requires a Special Use approval. Special Uses in PDD 13 require a Major PDD Amendment Application; a condition requiring that the applicant obtain approval of that amendment was added to the attached Draft Resolution. The applicant has submitted the relevant application, which is scheduled for Plan Commission and Common Council on April 6, 2020.</p> <p>At said meeting of the Plan Commission, a Site Plan for the subject property was also approved with conditions. The Plan Commission did not revise the conditions of that resolution. Items relating to waivers for the 27th St. Design Overlay District are scheduled for Plan Commission on April 6, 2020.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use for credit union with drive through use upon property located at 6611 South 27th Street (University of Wisconsin Credit Union, d/b/a UW Credit Union).</p>		

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION USE
UPON PROPERTY LOCATED AT 6611 SOUTH 27TH STREET
(UNIVERSITY OF WISCONSIN CREDIT UNION,
D/B/A UW CREDIT UNION, APPLICANT)

WHEREAS, University of Wisconsin Credit Union, d/b/a UW Credit Union having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) under Standard Industrial Classification Title No. 6062 "Credit Unions, Not Federally Chartered", to allow for construction of a 5,329 square foot one-story credit union building with an attached drive-through canopy and associated parking, landscaping, lighting and storm water management facilities [all existing improvements will be razed, including the existing gas station canopy and pumps, convenience store and car wash], with current proposed hours of operation [subject to change] for the branch lobby from 9:00 a.m. to 5:30 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays; drive-through hours of operation from 7:30 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, upon property located at 6611 South 27th Street, bearing Tax Key No. 714-0001-001, more particularly described as follows:

Lot 1 of the Wal-Mart Subdivision, being a Subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4, and a part of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 5 North, Range 21 East, in the City of Franklin, as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on September 10, 1990, in Reel 2488, Images 570 and 571, as Document No. 6415241. EXCEPTING THEREFROM those lands conveyed to State of Wisconsin, Department of Transportation, in Award of Damages recorded on March 3, 2014, as Document No. 10339862; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 5th day of March, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of University of Wisconsin Credit Union, d/b/a UW Credit Union, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by University of Wisconsin Credit Union, d/b/a UW Credit Union, successors and assigns, as a credit union use, which shall be developed in substantial compliance with, and operated and maintained by University of Wisconsin Credit Union, d/b/a UW Credit Union, pursuant to those plans City file-stamped February 13, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. University of Wisconsin Credit Union, d/b/a UW Credit Union, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the University of Wisconsin Credit Union, d/b/a UW Credit Union facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon University of Wisconsin Credit Union, d/b/a UW Credit Union, and the credit union use for the property located at 6611 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE
RESOLUTION NO. 2020-_____
Page 3

4. The applicant must obtain approval of a Major PDD Amendment allowing Credit Unions (SIC 6062) with Drive Through as a Special Use in PDD 13, prior to the issuance of building permits.

BE IT FURTHER RESOLVED, that in the event University of Wisconsin Credit Union, d/b/a UW Credit Union, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

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

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE
RESOLUTION NO. 2020-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

YES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of March 5, 2020****Special Use and Site Plan**

RECOMMENDATION: City Development staff recommends approval of the Special Use and approval of the Site Plan Amendment, subject to the conditions of approval in attached draft Resolutions

Project Name:	UW Credit Union Special Use and Site Plan Amendment
Project Address/Tax Key:	6611 South 27 th Street/714 0001 001
Property Owner:	Franklin Property & Fuel Services Holding LLC
Applicant:	UW Credit Union
Current Zoning:	Planned Development District No. 13
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	PDD 13 (Walmart and Sam's Club) to the South and West; PDD 14 to the North, and business and residential uses in the City of Oak Creek to the East.
Action Requested:	Recommendation of approval of the Special Use and approval of the Site Plan

Project Description and Analysis

- Staff recommendations are underlined, in italics and included in the draft resolution(s).
- Staff suggestions are only underlined and are not included in the draft resolution(s).

The applicant, University of Wisconsin Credit Union, filed an application for a Special Use and Site Plan Amendment to redevelop the property located at 6611 S. 27th Street. UW Credit Union is proposing a 5,320 square foot building with drive-through service area. The property is zoned PDD No. 13, which allows B-3 Community Business District uses. The subject property is approximately 1.54-acres (67,141 square feet) and was previously occupied by a gas station, car wash, and convenience store.

Special Use

UW Credit Union is a state-chartered, federally insured financial institution and classified as SIC Code No. 6062 Credit Unions, Not Federally Chartered. Credit Unions are allowed in B-3 zoning in the B-3 District (as amended by Ordinance No. 2017-2303). However, a drive-through requires a Special Use approval.

Special Uses in PDD 13 require a Major PDD Amendment Application, per the standards of ORD 1989-1071. PDD 13 has been amended to allow special uses in other cases (see ORD 94-1313, ORD 2013-2123, and ORD 2016-2223), including restaurants with drive-thoroughs. Staff recommends that the applicant obtain approval of a Major PDD Amendment allowing Credit

Unions (SIC 6062) with Drive Thorough as a Special Use in PDD 13, prior to the issuance of building permits. The applicant has submitted the relevant application, which is under review by the Planning Department.

Site Plan

The applicant proposes to raze existing structures and redevelop the site with a 5,320 square foot UW Credit Union building with a drive-through service area with canopy. The site plan includes parking, landscaping, lighting, and storm water management facilities. The plan also proposes a sidewalk extension along Sycamore Street. Staff suggests that the sidewalk along W. Sycamore Street be extended beyond the property to the west to connect to the access drive to the Planet Fitness and Dunham's development.

The site will be accessed via two driveways and cross access to the property to the north. The site plan shifts the existing West Sycamore Street drive further west. It is suggested that a cross-access easement agreement be provided and recorded with the Milwaukee County Register of Deeds. The existing driveway opening to South 27th Street appears to exceed 30 feet, the maximum allowed by Section 15-5.0207 of the UDO. This Section also states that the Plan Commission may allow wider ingress/egress at the right-of-way line.

Staff would note the proposed site plan has about 29,375 square feet of greenspace and 37,766 square feet of impervious surface or a greenspace ratio of about 44%. This is an increase of 4,717 square feet of impervious surface compared to existing conditions. PDD No. 13 does not have a set landscape surface ratio requirement. For comparison, the current B-3 District requires a minimum Landscape Surface Ratio of 40%. Proposed landscaping is high-quality and exceeds the number of required plants.

Stormwater management facilities are proposed on the west side of the property. Staff recommends that a final storm water management plan shall be approved by the Engineering Department prior to any land disturbing activities.

PDD No. 13 requires that signs comply with the City's Sign Code. The applicant has provided sign information for reference only. It is recommended that all proposed signage shall comply with the requirements of Chapter 210 of the City's Municipal Code and must receive a Sign Permit from the Inspection Department prior to installation.

The building primarily consists of windows and brick with masonry and a composite veneer panel as accent materials, and features a two-story entrance. The property has a deed restriction on building heights; the applicant has obtained a waiver of this deed restriction from Walmart.

South 27th Street Design Overlay District – Requested Waivers

Per Section 15-3.0351A.5. of the Unified Development Ordinance (below), the Plan Commission may approve waivers to certain design standards.

Authorize the Plan Commission to waive any of the South 27th Street Design Overlay District Standards by 5 votes of all the members of the Plan Commission provided that supplemental design elements or improvements are incorporated into the project (over

and above those which are otherwise required) which compensate for the waiver of the particular standard, or, in the case of parking provisions, where it can be demonstrated that the required parking is excessive or where specified areas are provided for the future provision of additional parking if necessary. In support of the waiver request, the applicant shall detail such supplemental design elements in written and graphical form, and provide an explanation as to the nature of the standards for which the waiver is requested.

The applicant is requesting two waivers.

1. 15-3.0352A. Parking required and Location Regulated.

The Site Plan contains more than 50% of off-street parking spaces between the building and S. 27th Street.

The applicant notes that: “Due to the site configuration, required cross access drives and curb cut locations, parking is provided both north and east of the proposed building. This is further warranted by the orientation of the drive-up lanes, which are located on the side of the building away from South 27th Street.”

2. 15-3.0355B.8.d. Pedestrian Accessibility.

A corner entrance is required for corner properties, unless waived by Plan Commission.

The applicant notes that: “Due to the site & parking configuration as well internal building circulation, the building entrance is located on the primary façade facing South 27th Street.”

Staff recommends that the applicant request and obtain these waivers as a condition of approval of the site plan.

Recommendation

It is recommended that the Plan Commission recommend approval of the Special Use for UW Credit Union and approve the Site Plan Amendment with the requested waivers, contingent upon approval of the Special Use, and subject to the conditions in the attached draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 2-17-20]

[Redraft 2-26-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION USE
UPON PROPERTY LOCATED AT 6611 SOUTH 27TH STREET
(UNIVERSITY OF WISCONSIN CREDIT UNION,
D/B/A UW CREDIT UNION, APPLICANT)

WHEREAS, University of Wisconsin Credit Union, d/b/a UW Credit Union having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) under Standard Industrial Classification Title No. 6062 "Credit Unions, Not Federally Chartered", to allow for construction of a 5,329 square foot one-story credit union building with an attached drive-through canopy and associated parking, landscaping, lighting and storm water management facilities [all existing improvements will be razed, including the existing gas station canopy and pumps, convenience store and car wash], with current proposed hours of operation [subject to change] for the branch lobby from 9:00 a.m. to 5:30 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays; drive-through hours of operation from 7:30 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, upon property located at 6611 South 27th Street, bearing Tax Key No. 714-0001-001, more particularly described as follows:

Lot 1 of the Wal-Mart Subdivision, being a Subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4, and a part of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 5 North, Range 21 East, in the City of Franklin, as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on September 10, 1990, in Reel 2488, Images 570 and 571, as Document No. 6415241. EXCEPTING THEREFROM those lands conveyed to State of Wisconsin, Department of Transportation, in Award of Damages recorded on March 3, 2014, as Document No. 10339862; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 5th day of March, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of University of Wisconsin Credit Union, d/b/a UW Credit Union, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by University of Wisconsin Credit Union, d/b/a UW Credit Union, successors and assigns, as a credit union use, which shall be developed in substantial compliance with, and operated and maintained by University of Wisconsin Credit Union, d/b/a UW Credit Union, pursuant to those plans City file-stamped February 13, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. University of Wisconsin Credit Union, d/b/a UW Credit Union, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the University of Wisconsin Credit Union, d/b/a UW Credit Union facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon University of Wisconsin Credit Union, d/b/a UW Credit Union, and the credit union use for the property located at 6611 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE

RESOLUTION NO. 2020-_____

Page 3

4. The applicant must obtain approval of a Major PDD Amendment allowing Credit Unions (SIC 6062) with Drive Through as a Special Use in PDD 13, prior to the issuance of building permits.

BE IT FURTHER RESOLVED, that in the event University of Wisconsin Credit Union, d/b/a UW Credit Union, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

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

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION –
SPECIAL USE
RESOLUTION NO. 2020-_____
Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

YES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY
[Draft 2-25-20]
[Redraft 2-26-20]

RESOLUTION NO. 2020-_____

A RESOLUTION AMENDING THE SITE PLAN FOR PROPERTY
LOCATED AT 6611 SOUTH 27TH STREET TO ALLOW FOR CONSTRUCTION
OF A CREDIT UNION BUILDING WITH ATTACHED DRIVE-THROUGH
(TAX KEY NO. 714-0001-001)
(UNIVERSITY OF WISCONSIN CREDIT UNION,
D/B/A UW CREDIT UNION, APPLICANT, FRANKLIN
PROPERTY & FUEL SERVICES HOLDINGS LLC, PROPERTY OWNER)

WHEREAS, University of Wisconsin Credit Union, d/b/a UW Credit Union having applied for an amendment to the Site Plan for the property located at 6611 South 27th Street, such Site Plan having been previously approved as part of a Zoning Permit approval dated May 24, 1990, and amended thereafter by Resolution No. 2018-015, on August 9, 2018; and

WHEREAS, such proposed amendment proposes construction of a 5,329 square foot one-story credit union building with an attached drive-through canopy and associated parking, landscaping, lighting and storm water management facilities [all existing improvements will be razed, including the existing gas station canopy and pumps, convenience store and car wash], with current proposed hours of operation [subject to change] for the branch lobby from 9:00 a.m. to 5:30 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays; drive-through hours of operation from 7:30 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, and the Plan Commission having reviewed such proposal and having found same to be in compliance with and in furtherance of those express standards and purposes of a Site Plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for University of Wisconsin Credit Union, d/b/a UW Credit Union, applicant, Franklin Property & Fuel Services Holdings LLC, property owner, dated February 13, 2020, as submitted by University of Wisconsin Credit Union, d/b/a UW Credit Union, as described above, be and the same is hereby approved, subject to the following conditions:

1. University of Wisconsin Credit Union, d/b/a UW Credit Union, applicant, Franklin Property & Fuel Services Holdings LLC, property owner, successors and assigns and any developer of the UW Credit Union building with attached drive-through construction project shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the UW Credit Union building with

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION - SITE
PLAN AMENDMENT
RESOLUTION NO. 2020-_____

Page 2

attached drive-through construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

2. The approval granted hereunder is conditional upon the UW Credit Union building with attached drive-through construction project, for the property located at 6611 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
3. The UW Credit Union building with attached drive-through construction project shall be developed in substantial compliance with the plans City file-stamped February 13, 2020.
4. The applicant must obtain approval of a Major PDD Amendment allowing Credit Unions (SIC 6062) with Drive Through as a Special Use in PDD 13, prior to the issuance of building permits.
5. The applicant must request and obtain a waiver from Plan Commission of the South 27th Street Design Overlay District requirement that 50 percent of parking be located behind the building (§15-3.0352A.) prior to the issuance of any building permit.
6. The applicant must request and obtain a waiver from Plan Commission of the South 27th Street Design Overlay District requirements for a corner entrance (§15-3.0355B.8.d.) prior to the issuance of any building permit.
7. All landscaping shall be completed prior to issuance of Occupancy Permits.
8. Final storm water management plan shall be approved by the Engineering Department prior to any land disturbing activities.
9. All proposed signage shall comply with the requirements of Chapter 210 of the City's Municipal Code and must receive a Sign Permit from the Inspection Department prior to installation.

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the UW Credit Union building with attached drive-through construction as depicted upon the plans City file-stamped February 13, 2020, attached hereto and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder

UNIVERSITY OF WISCONSIN CREDIT UNION, D/B/A UW CREDIT UNION - SITE
PLAN AMENDMENT
RESOLUTION NO. 2020-_____

Page 3

shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property located at 6611 South 27th Street, as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Chairman

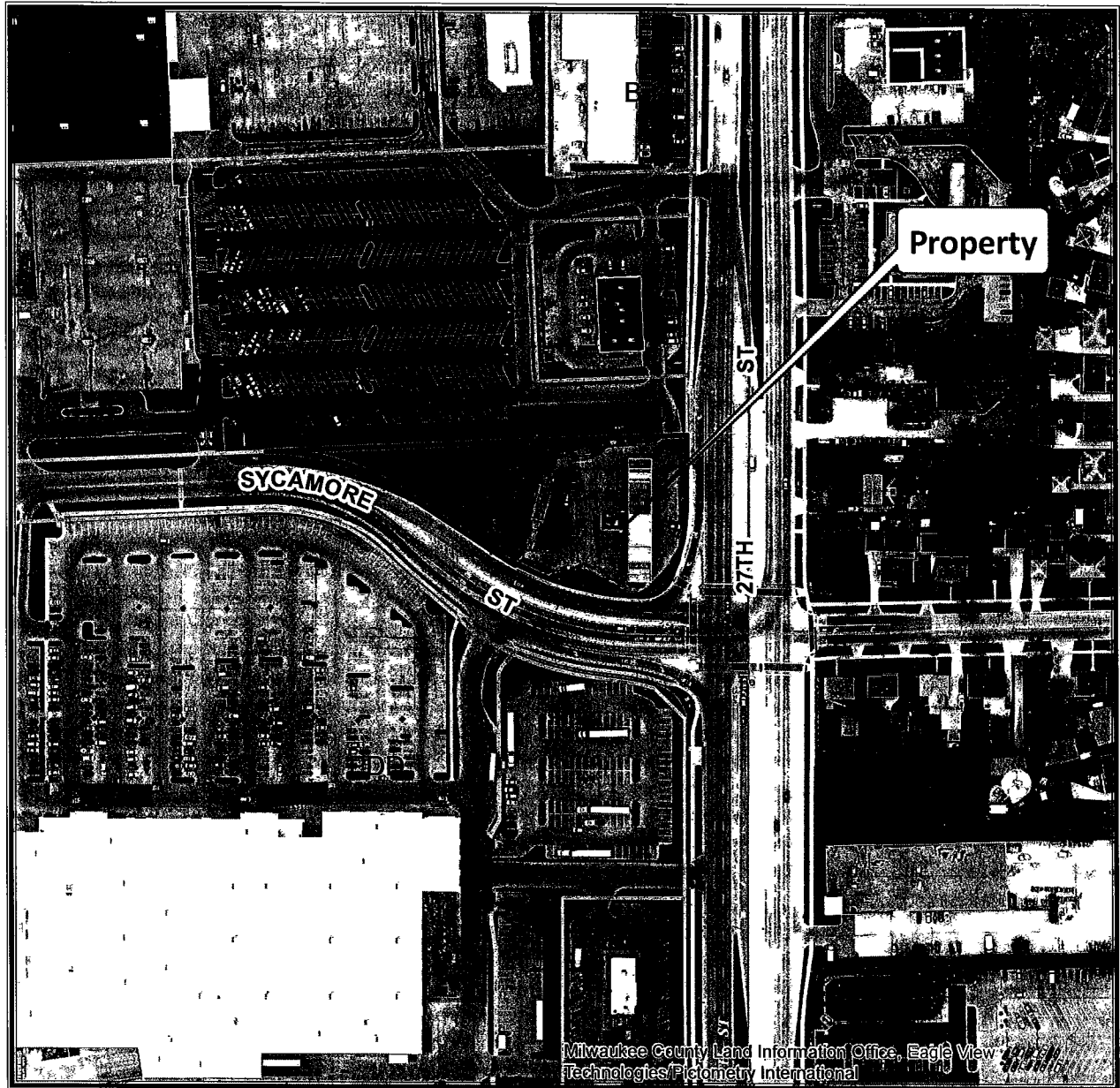
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



6611 S. 27th Street
TKN: 714 0001 001



Planning Department
(414) 425-4024

0 130 260 520 Feet

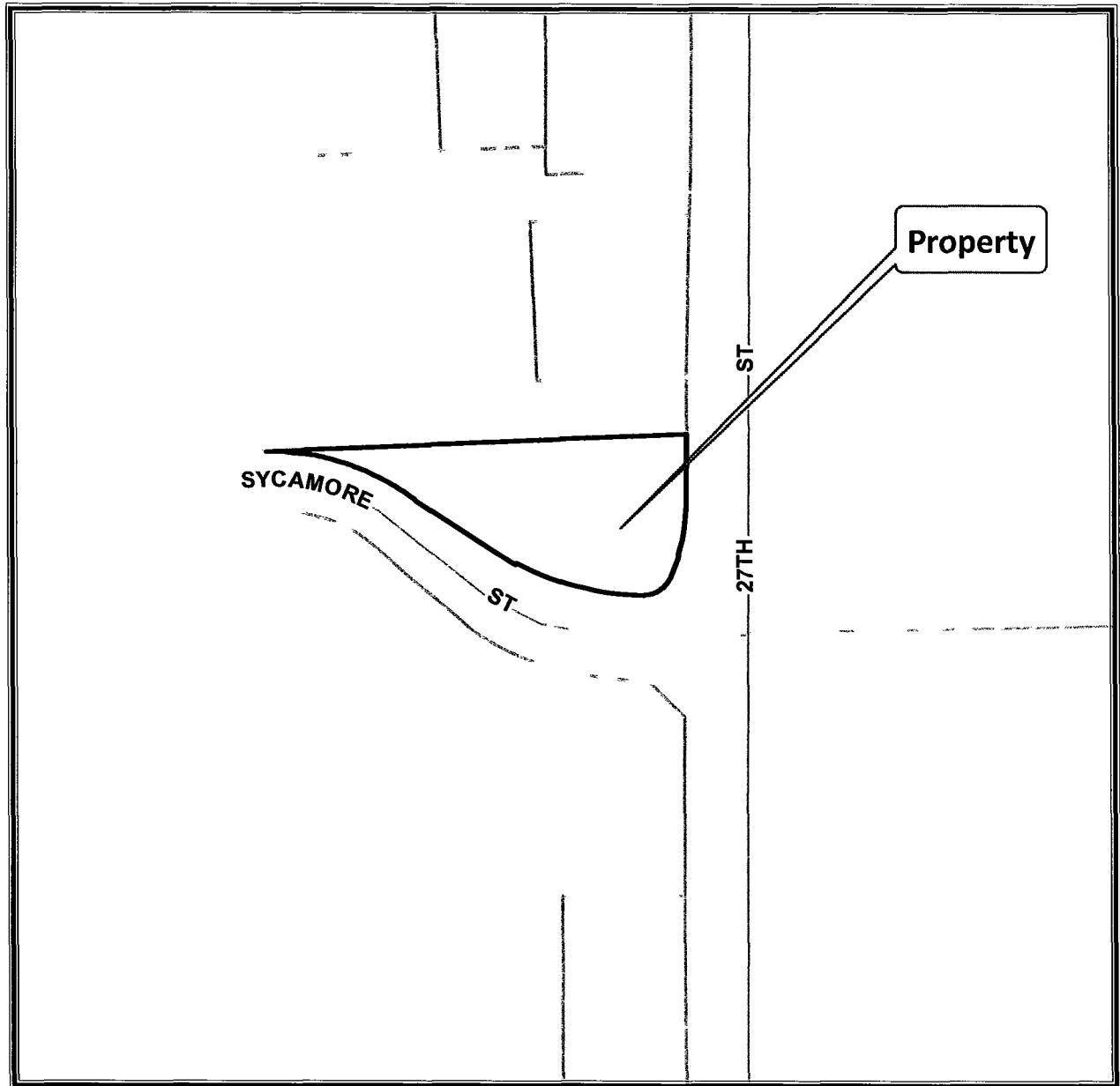
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



2017 Aerial Photo



6611 S. 27th Street
TKN: 714 0001 001



Planning Department
(414) 425-4024

0 130 260 520 Feet

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.



2017 Aerial Photo



KEE Architecture, Inc.
621 Williamson Street
Madison, Wisconsin 53703
(608)255-9202

WRITTEN PROJECT DESCRIPTION

November 11, 2019

To: City of Franklin
Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132

RE: **Special Use Application**
UW Credit Union – Franklin Branch
6611 South 27th Street
Franklin, Wisconsin

Dear Planning Department:

We are submitting the attached Special Use application for approval on behalf of UW Credit Union, the Applicant under contract to purchase the property located at 6611 South 27th Street in the city of Franklin.

PROPOSED USE:

UW Credit Union proposes to redevelop the parcel for use as a full-service financial branch office facility. The development will feature a one-story building of approximately 5,000 gross square feet (plus exterior roofs and canopies). The branch will serve existing and new Credit Union members with consumer banking products including consumer loans, deposits and investment services. Drive-up service will also be provided.

Staffing for the branch will include 6-10 full-time employees.

Typical operating hours will be as follows:

Branch Lobby: Monday through Friday – 9:00 AM – 5:30 PM
Saturday – 9:00 AM – 1:00 PM

Drive-Up: Monday through Friday – 7:30 AM – 6:00 PM
Saturday – 9:00 AM – 1:00 PM

ESTIMATE OF PROJECT VALUE:

The proposed UW Credit Union facility will have a value of approximately \$6.5 million, including land, building construction, fixtures and furniture.

Site improvement costs are estimated at ±\$ 900,000.

City of Franklin Planning Department
RE: Special Use Application
6611 South 27th Street
Franklin, Wisconsin
November 11, 2019

ZONING:

The property is currently zoned as a Planned Development District (PDD) No. 13, with B-3 Community Business District as the underlying zoning.

Credit Union with drive through facilities are considered a Special Use in the B-3 District.

See responses to *Special Use Standards and Regulations*, attached.

SITE PLAN & UTILITIES:

The proposed site plan (Drawing C100) has been developed to provide primary vehicular access to/from the site from West Sycamore Street, as well as shared access with the adjacent commercial properties to the north and 27th Street. Pedestrian access to the building entrance is provided from the parking areas as well as from the public sidewalk along West Sycamore and 27th Streets

Bicycle parking is located near the building entry.

The proposed landscape plan and enlargement (Drawings L101 and L102) includes elements that have been provided in accordance with city of Franklin standards, including Division 15-5.0300 Required Landscaping and Division 15-3.0351 South 27th Street Design Overlay District. See *Landscape Worksheet* on Sheet L101, which proves compliance with Table 15-5.0302.

Site utilities - including water, sanitary sewer, power, natural gas - are located in West Sycamore and South 27th Streets as well along the north property line. All utilities (existing and proposed) are identified on the site survey and on the utility plan (Drawing C200).

STORMWATER MANAGEMENT:

A wet detention basin will be installed on the site to meet the applicable stormwater management requirements. The project site limits the increase in new impervious area added to the site by less than 5,000 square feet, exempting it from the MMSD stormwater rules for runoff rate control (MMSD Ordinance 13.301(2)(c)(1.)). However, this does not exempt the site from the remaining applicable City of Franklin requirements. These include redevelopment performance standards for water quality; 40% TSS reduction (Franklin Ordinance 15-8.0607(3)(a)(2.)) and peak runoff; match the site runoff rate as it exists today for the 1-, 2-, 10- and 100-year 24-hour storm events (Franklin Ordinance 15-80607(3)(b)(1.)). As a redevelopment site, the site is exempt from infiltration requirements.

Specifically, the majority of the development site will be captured within a storm sewer system designed to convey the 100-year storm and discharged into a wet detention basin located on the west side of the site. A multi-stage outlet will be constructed to limit the runoff leaving the basin to provide the required runoff rate control and water quality needed to meet the ordinance. An overflow weir will be installed at the top of the basin to provide safe downstream conveyance as needed into the right-of-way of West Sycamore Street. The discharge for the basin will be a 12" pipe connecting into the existing public curb inlet within West Sycamore Street.

City of Franklin Planning Department
RE: Special Use Application
6611 South 27th Street
Franklin, Wisconsin
November 11, 2019

PROJECT TEAM:

The team for this project includes the following:

Applicant:

UW Credit Union
3500 University Avenue
Madison, Wisconsin 53705
Attn: Brad McClain, CFO
(608)236-9000

Property Owner:

Franklin Property & Fuel Services Holding LLC
231 East 105th Street
Bloomington, Minnesota 55420
Attn: Khaled Aloul
khalaloul@gmail.com

Architect:

KEE Architecture, Inc.
621 Williamson Street
Madison, Wisconsin 53703
Attn: David Ewanowski AIA
(608)255-9202

Landscape Architect:

Saiki Design
1110 South Park Street
Madison, Wisconsin 53715
Attn: Ken Saiki
(608)251-3600

Mechanical/Electrical Engineer:

IMEG Corporation
1800 Deming Way, Suite 200
Madison, Wisconsin 53562
Attn: Kris Cotham
(608)221-6713

Site/Civil Engineer:

Wyser Engineering
312 East Main Street
Mount Horeb, WI 53572
Attn: Wade P. Wyse, P.E.
(608) 437-1980

City of Franklin Planning Department
RE: Special Use Application
6611 South 27th Street
Franklin, Wisconsin
November 11, 2019

Surveyor:

raSmith
16745 W. Bluemound Road
Brookfield, Wisconsin 53005-5938
Attn: Michael Ratzburg, Professional Land Surveyor
(262)781-1000

General Contractor:

J.H Findorff & Son
300 South Bedford Street
Madison, Wisconsin 53703
Attn: Aaron Zutz, Project Manager
(608)257-5321

PROJECT SCHEDULE:

It is anticipated that construction for the UW Credit Union project will begin in February 2020, with occupancy in October 2020.

Please review the attached application and other supporting documents, and contact us if you have any questions.

Sincerely,
KEE Architecture, Inc.



David J. Ewanowski AIA

Enclosures:

- Special Use Application – *(one copy with original signatures)*
- Application Filing Fee – *(UWCU Check # 113400, \$1,500 00)*
- Legal Description (1 page) – *(one copy)*
- Response to General Standards and Special Standards (3 pages) – *(one copy)*
- Written Project Summary (4 pages) - *(one original and six copies)*
- Plans – *(three copies at 24" x 36", four copies at 11" x 17", collated)*
 - Title Sheet – (Drawing G001)
 - Site Survey
 - Site Plan – (Drawing C100)
 - Site Utility Plan – (Drawing C200)
 - Detail Grading Plan – (Drawing C201)
 - Grading & Erosion Control Plan – (Drawing C300)

City of Franklin Planning Department
RE: Special Use Application
6611 South 27th Street
Franklin, Wisconsin
November 11, 2019

- Site Details – (Drawing C400)
- Existing Landscape Plan (Drawing L100)
- Landscape Plan & Plant Lists (Drawing L101)
- Landscape Enlargement – (Drawing L102)
- Level 1 - Floor Plan – (Drawings A201)
- Building Elevations – (Drawing A301 & A302)
- Electrical Site Plan – (Drawing EC01)
- Site Intensity and Capacity Worksheet (1 page) - *(one copy)*
- Site Light Fixture Cut Sheets (50 pages) - *(one copy)*

Submitted Under Separate Cover:

- PDF with all above documents - submitted to generalplanning@franklinwi.gov

Gail Olsen

From: Jacob C DeHaven <jake@keearch.com>
Sent: Thursday, February 27, 2020 3:56 PM
To: Marion Ecks
Cc: David Ewanowski
Subject: UWCU Franklin - 27th Street Overlay Waiver

Good afternoon Marion,

As discussed yesterday we will formally be applying for two waiver requests from Plan Commission on March 5th, 2020. Below are the specific waivers we are requesting and our reasoning behind the request.

- 15-3.0352A.: More than 50% of parking is located between the building and South 27th Street.
 - Due to the site configuration, required cross access drives and curb cut locations, parking is provided both north and east of the proposed building. This is further warranted by the orientation of the drive-up lanes, which are located on the side of the building away from South 27th Street
- 15-3.0355B.8.d.: A corner entrance is required unless waived by the Plan Commission
 - Due to the site & parking configuration as well internal building circulation, the building entrance is located on the primary façade facing South 27th Street

Please let me know if there are any other waiver requests that would apply or if I can get you any more information on the two requests above.

Best,

Jake DeHaven, Assoc. AIA
KEE Architecture, Inc.
621 Williamson Street | Madison, WI 53703
608 255 9202
www.keearch.com

DIVISION 15-3.0700 SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

- A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:
1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: The proposed UW Credit Union branch facility (with drive through) is a commercial use consistent with the City of Franklin Master Plan.
 2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: The proposed UW Credit Union branch facility (with drive through) will have a positive impact on the area, and will increase the value of the property significantly vis-a-vis its current use (abandoned gas station).
 3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response: The proposed UW Credit Union branch facility (with drive through) will be constructed and operated in accordance with applicable PDD and B-3 zoning regulations. It will provide primary vehicular access to/from the site from West Sycamore Street, as well as shared access with the adjacent commercial properties to the north and 27th Street.
 4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: The proposed UW Credit Union branch facility (with drive through) will be served by essential public facilities, including streets, water and sanitary sewer. Other utility connections will be provided as required. Refuse disposal will be the responsibility of the Credit Union.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: The proposed UW Credit Union branch facility (with drive through) will provide primary vehicular access to/from the site from West Sycamore Street, as well as shared access with the adjacent commercial properties to the north and to 27th Street. Ingress and egress have been designed to minimize traffic congestion in the public streets.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: Construction of the proposed UW Credit Union branch facility (with drive through) will not result in the loss of any features of significant importance.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: The proposed UW Credit Union branch facility (with drive through) conforms to application regulations of the PDD district and B-3 district including Landscape Surface and Floor Area Ratios, Lot Dimensional Requirements, and Maximum Building Height.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: The proposed UW Credit Union branch facility (with drive through) complies with all applicable standards in Sections 15-3.0702 and 15-3.0703 of the UDO.

C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: The proposed UW Credit Union branch facility (with drive through) will provide convenient services to UWCU members and will be an asset to the community.

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: UW Credit Union considered other sites before selecting the property at 6611 South 27th Street in Franklin, which UWCU determined to be the best fit for their members and the community.

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response: The proposed UW Credit Union branch facility (with drive through) has been designed to be consistent with the immediate context – through building design, side design and landscaping (including screening). It will be a significant improvement to replace the existing abandoned gas station.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response: The proposed UW Credit Union branch facility (with drive through) is compatible with the other uses in the surrounding area.



KEE Architecture, Inc.
621 Williamson Street
Madison, Wisconsin 53703
(608)255-9202

**WRITTEN PROJECT DESCRIPTION
(UPDATED FOR REVISED APPLICATIONS)**

February 11, 2020

To: City of Franklin
Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132

RE: **REVISED Special Use and Site Plan Applications**
UW Credit Union – Franklin Branch
6611 South 27th Street
Franklin, Wisconsin

Dear Planning Department:

On behalf of UW Credit Union, the owner of the property located at 6611 South 27th Street in the city of Franklin, we are submitting the attached revised Special Use and Site Plan application materials for review and approval.

This resubmittal, including attachments, addresses staff comments from the City of Franklin Department of City Development dated February 4, 2020. We understand that this will also serve as the required submittal for city of Franklin Plan Commission review, scheduled for March 5, 2020.

As a point of clarification, since the initial applications were made in November 2019, UW Credit Union completed acquisition of the property from the previous owner, and has recorded the purchase with applicable jurisdictions.

The following items remain unchanged from the original November 2019 application and project summary:

- Proposed Use
- Estimate of Project Value
- Zoning
- Site Plan & Utilities
- Stormwater Management
- Project Team (except Owner, as noted above)
- Project Schedule

City of Franklin Planning Department
RE: Revised Special Use and Site Plan Applications
6611 South 27th Street
Franklin, Wisconsin
February 11, 2020

Please review the attached supporting documents, and contact us if you have any questions.

Sincerely,
KEE Architecture, Inc.



David J. Ewanowski AIA

Enclosures:

- Written Project Description – *(twelve copies)*
- KEE Architecture Responses to City of Franklin Department of City Development Comments – dated February 4, 2020 – *(twelve copies)*
- DNR Letter re: Resources on Property – dated October 4, 2019 – *(twelve copies)*
- Major PDD Amendment Application – *(twelve copies)*
- Walmart Deed Restriction Waiver letter (dated 1/8/2020) – *(twelve copies)*
- Plans – *(twelve copies of each, 24" x 36")*.
 - Title Sheet – (Drawing G001)
 - Site Survey
 - Demolition Plan – (Drawing C100)
 - Site Plan – (Drawing C101)
 - Site Utility Plan – (Drawing C200)
 - Detail Grading Plan – (Drawing C201)
 - Enlarged Drive-Up Plan and Details – (Drawing C202)
 - Grading & Erosion Control Plan – (Drawing C300)
 - Utility Plan – Storm Sewer Profiles – Drawing C301)
 - Site Details – (Drawing C400)
 - Existing Landscape Plan – (Drawing L100)
 - Landscape Plan & Plant Lists – (Drawing L101)
 - Landscape Enlargement – (Drawing L102)
 - Level 1 - Floor Plan – (Drawings A201)
 - Building Elevations – (Drawing A301 & A302)
 - Mechanical Plan – (Drawing M100)
 - Electrical Site Plan – (Drawing EC01)
- Exterior Light Fixture Cut Sheets (Fixtures F22, FS4, FS5, FS9, FS11 & FS12) (8 pages) - *(twelve copies)*

Submitted Under Separate Cover:

- PDF with all above documents - submitted to generalplanning@franklinwi.gov

City of Franklin Department of City Development

Date: February 4, 2020
To: UW Credit Union
From: Department of City Development
RE: 6611 South 27th Street. – Staff Comments

- KEE Architecture responses (dated 2/11/20) noted below.

Please be advised that City Staff has reviewed the above applications for property located at the proposed UW Credit Union development for property located at 6611 South 27th Street.

Department comments are as follows for the Special Use and Site Plan date-stamped by the City of Franklin on November 12, 2019.

Planned Development District (PDD) No. 13

1. Special Uses in PDD 13 require a Major PDD Amendment Application, per the standards of ORD 1989-1071. PDD 13 has been amended to allow special uses in other cases (see ORD 94-1313, ORD 2013-2123, and ORD 2016-2223). Please apply for a Major PDD amendment to request the particular Special Use be allowed.
 - *A Planned Development District (PDD) Application* for a major PDD amendment has been submitted under separate cover (See copy, attached)
2. Please indicate PDD No. 13 setbacks on the Site Plan (see below) per ORD 1989-1071. More restrictive setbacks may be noted as applicable, such as the S. 27th Street front yard setback required by the WisDOT.
 - a. Front Yard: A front yard of not less than 25-feet
 - b. Side Yard: A side yard on each side of the building of not less than ten (10) ft. In the event a side yard adjoins a street, the minimum side yard shall be twenty-five (25) feet.
 - c. Rear Yard: A rear yard of not less than twenty (20) ft.
 - See applicable PDD-13 setbacks on revised drawing C101.
3. Please provide cut sheets/catalog pages for all light fixtures.
 - See cut sheets for all site light fixtures, attached
4. Note that no outdoor storage is allowed, except outdoor retail sales areas as may be approved by the Plan Commission.
 - No outdoor storage is proposed for this project

5. Signage must comply with the City of Franklin Chapter 210 - Sign Code and is subject to separate review and approval and issuance of a Sign Permit prior to installation. Please note on the plans that signage is shown as reference only.
 - Site and building plans have been revised to note that signage is shown for reference only
 - A complete signage package will be submitted separately for review and approval

Unified Development Ordinance (UDO) Requirements

Site Plan

6. Please show scale on the Site Plan as required by 15-7.0103.A. and 15-7.0103.E.
 - All site plans include drawing scale
7. Please show the location of all existing and proposed easements in accordance with 15-7.0103.X.
 - The locations of all easements are indicated on the Site Survey and Site Plan C101.
8. It appears a monument sign is shown on the Landscape Plan. Please illustrate this sign on the Site Plan as well and label it accordingly per 15-7.0103.I. of the UDO. Further, it is recommended that sign details be provided at this time.
 - Site Plan C101 has been revised to include the proposed monument sign, with a clarifying note that signage is shown for reference only
 - Site Drawing C202 includes conceptual monument sign details.
 - A complete signage package will be submitted separately for review and approval
9. Please submit a Natural Resource Protection Plan per Section 15-7.0201 and 15-7.0103.Q of the UDO. If no resources exist onsite, a letter from a qualified professional stating that no resources exist on the property is sufficient.
 - See attached letter from the Wisconsin Department of Natural Resources (dated October 24, 2019) confirming that no wetlands or other natural resources are present on the site.
10. Please illustrate the vision triangle per Section 15-5.0201 of the UDO on the site plan.
 - The vision triangle at South 27th Street and Sycamore is indicated on revised Site Plan C101.

11. Per Section 15-5.0202.C.4, please illustrate the required 10-foot parking setback on the site plan.
 - The required parking setback is indicated as a 10-foot “greenbelt” on Site Plan C101
12. Please show areas for snow storage on the Landscape Plan in accordance with Section 15-5.0210 of the UDO.
 - Snow storage areas have been delineated on Landscape Plan L101
13. Please provide irrigation in compliance with Section 15-5.0303D. of the UDO and note the method of irrigation on the Landscape Plan.
 - A full landscape irrigation system complying with the application UDO requirements will be installed. See revised Landscape Plan L101 for irrigation system note.
14. A minimum 2-year planting guaranty is recommended and should be noted on the Landscape Plan (see Section 15-5.0303G.3. of the UDO).
 - A two-year planting guarantee will be specified for this project as noted on revised Landscape Plan L101

South 27th Street Design Overlay District

15. Compliance with all South 27th Street Overlay Design Standards is Recommended. However, if a standard is not met, please be aware that a waiver must be specifically requested and approved by 5 votes of the Plan Commission. The waiver request may be included within a revised project narrative or a supplemental letter.

Below is a list of standards that require plan changes or a waiver. Note that if an item below is being addressed, please make sure corresponding plans are provided for review (e.g. rooftop mechanical and screening plan).

- a. 15-3.0352A.: More than 50% of parking is located between the building and South 27th Street.
 - Due to the site configuration, required cross access drives and curb cut locations, parking is provided both north and east of the proposed building. This is further warranted by the orientation of the drive-up lanes, which are located on the side of the building away from South 27th Street
- b. 15-3.0353B.: Are any other site furnishings provided other than the bicycle racks?
 - In addition to bicycle racks, an “outdoor engagement area” south of the proposed building will provide seating, tables and refuse containers (See area shown on Landscape Plan L102)

- c. 15-3.0353E.: This section requires pedestrian furnishings in addition to bicycle parking. It is recommended that benches, pedestrian lighting, trash receptacles, or other furnishings be included and shown on the Site Plan.
 - An “outdoor engagement area” south of the proposed building will provide seating, tables and refuse containers (See area noted on Site Plan C101)
- d. 15-3.0355B.4.f.: How will rooftop and ground mechanicals, if any, be screened from public view? Please provide a mechanical plan for review.
 - Rooftop mechanical equipment (shown on sheet M100) is fully screened as indicated on building elevations (sheet A301). There is no ground-mounted mechanical equipment
- e. 15-3.0355B.8.d.: A corner entrance is required unless waived by the Plan Commission
 - Due to the site & parking configuration as well internal building circulation, the building entrance is located on the primary façade facing South 27th Street.

Additional Planning Department Comments

Planned Development District No. 13

1. Note that Engineering Department approval of the final grading, erosion control, and storm water management plans will be required prior to any land disturbing activities.
 - Understood See site plans for grading, erosion control and stormwater management information
2. Note that all landscaping shall be completed prior to issuance of an Occupancy Permit.
 - Understood All landscaping will be completed prior to occupancy
3. Please revise the zoning note on the Site Plan to Planned Development District No. 13.
 - Site Plan C101 has been revised to include reference to PDD No 13.

Site Plan

4. What is the peak height of light poles, including the base and fixture (i.e. measured from grade)?
 - Site light fixtures (Type FS-4 and FS-5) are 20 feet tall, mounted on a 2’-6” concrete base Total height = 22’ – 6” above grade

5. Please correct the number of parking spaces in table 15-50302 on the overall landscape plan (sheet L101).
 - Correct number of parking stalls (26) is indicated on the revised Landscape Plan L101.
6. One of the 'TA' planting labels is missing on the Landscape Plan.
 - Labels have been corrected on the revised Landscape Plan L101.
7. It is suggested that the sidewalk along W. Sycamore Street be extended beyond the property to the west to connect to the access drive to the Planet Fitness and Dunham's development.
 - UW Credit Union will consider extending the public sidewalk west of their property as suggested by the city of Franklin

Other

8. Please provide a copy of information regarding deed restrictions applicable to the site for City records.
 - Walmart has deed restrictions in place affecting the UW Credit Union property, which they have agreed to waive, per the attached letter from Walmart Realty dated 1/8/2020.
 - UWCUC is aware of no other deed restrictions applicable to the site
9. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at https://www.franklinwi.gov/Files/Inspection/Impact_Fee_Handout_2020.pdf
 - Impact fees will be submitted as applicable.

Engineering Department Comments

No comments regarding the application. Once approved by the Plan Commission and Common Council, we will go- ahead and review the Engineering aspects of it. Engineering may need additional information to complete our review.

- Understood. Please advise any additional information required for a complete review

Fire Department Comments

The fire department has no concerns with the Special Use and proposed Site plan. The applicant should confirm sprinkler/alarm system requirements with WI DSPS. As proposed, the building may be exceeding the threshold that would trigger requirement of those fire protection systems (believe it is 5,000 square feet).

- Per applicable provisions of the *Wisconsin Commercial Building Code* and *International Building Code* (Table 506.2), since the proposed UW Credit Union facility (a Business occupancy) is of Type 5B construction and is less than 9,000 gross square feet, a sprinkler system is not required.
- Per Section 907.2.2 of the *International Fire Code*, a manual fire alarm system is not required in the proposed UW Credit Union building due to occupancy, occupant load and number of building stories

Police Department Comments

The Police Department has no issues with this request.



October 24, 2019

EXE-SE-2019-41-03619

Franklin Property & Fuel Services Holdings LLC.
Khaled Aloul
231 E. 105th Street
Bloomington, MN 55420

RE Artificial Wetland Exemption Determination for an area described as site 1 wetland, located in the SE1/4 of the NE1/4 of Section 01, Township 05 North, Range 21 East, City of Franklin, Milwaukee County

Dear Khaled Aloul:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation:

- 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area
- 2) a wetland created as a result of a wetland mitigation requirement.

In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey notes, Bordner Survey, the Greendale USGS topographic Quad map from 1958, and soil mapping.
- Aerial photographs, including the 1938 era photograph, a pre-construction photograph, and a post-construction photograph. Air photos reviewed include 1958, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 2000, 01, 02, 2017
- Site photographs that show different angles and views of the wetland

Below is a summary of our findings

Request Narrative

According to the request narrative, the wetland area identified as Site 1 (0.062 acres) is the focus of this artificial wetland exemption request. The narrative states that site 1 appears to have been a detention basin constructed after 1990, is isolated and doesn't provide fish habitat. Dominant

vegetation is hybrid cattail Site 1 receives surface water from adjacent uplands and impervious surfaces.

Historic Map Review

- Original Land Survey Plat. The original land survey indicates is inconclusive.
- Bordner Survey. The Bordner survey is not available for Milwaukee County
- Greendale USGS Topographic Quad map: The USGS Quad map indicates was open habitat.
- Soil Maps The soil maps indicate that the soils are classified as Blount Silt loam, a somewhat poorly drained soil, that is predominantly non-hydric, with hydric soil inclusions in depressions.

Aerial Photograph Review

- 1937/38 era aerial photograph. The 1938 aerial photograph shows the area was farmed-cropland
- Pre-construction aerial photograph: The 1940-1989 photos show the area is a cropped field that eventually is left alone. The area exhibits some occasional weak wetland signatures within the vicinity.
- Post-construction aerial photograph The 1990 aerial photo shows the entire area is graded, as the roads and facilities are constructed entirely around wetland site 1. The 1991 aerial photo shows the construction of the localized depression in the area of wetland site 1. The 1992 aerial photo until present day the site generally remains the same, the depression behind the business is becoming wetland.

Site Photographs

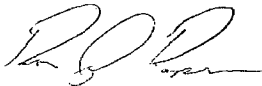
The site photographs show hydric soils, and cattail vegetation surrounded by parking lots and other developments.

Conclusion:

- Based upon the information provided above, the wetland identified as site 1 lacked a wetland history prior to August 1, 1991 and fulfills all artificial wetland exemption standards. **Therefore, wetland site 1 wetland is exempt from state wetland regulations.**

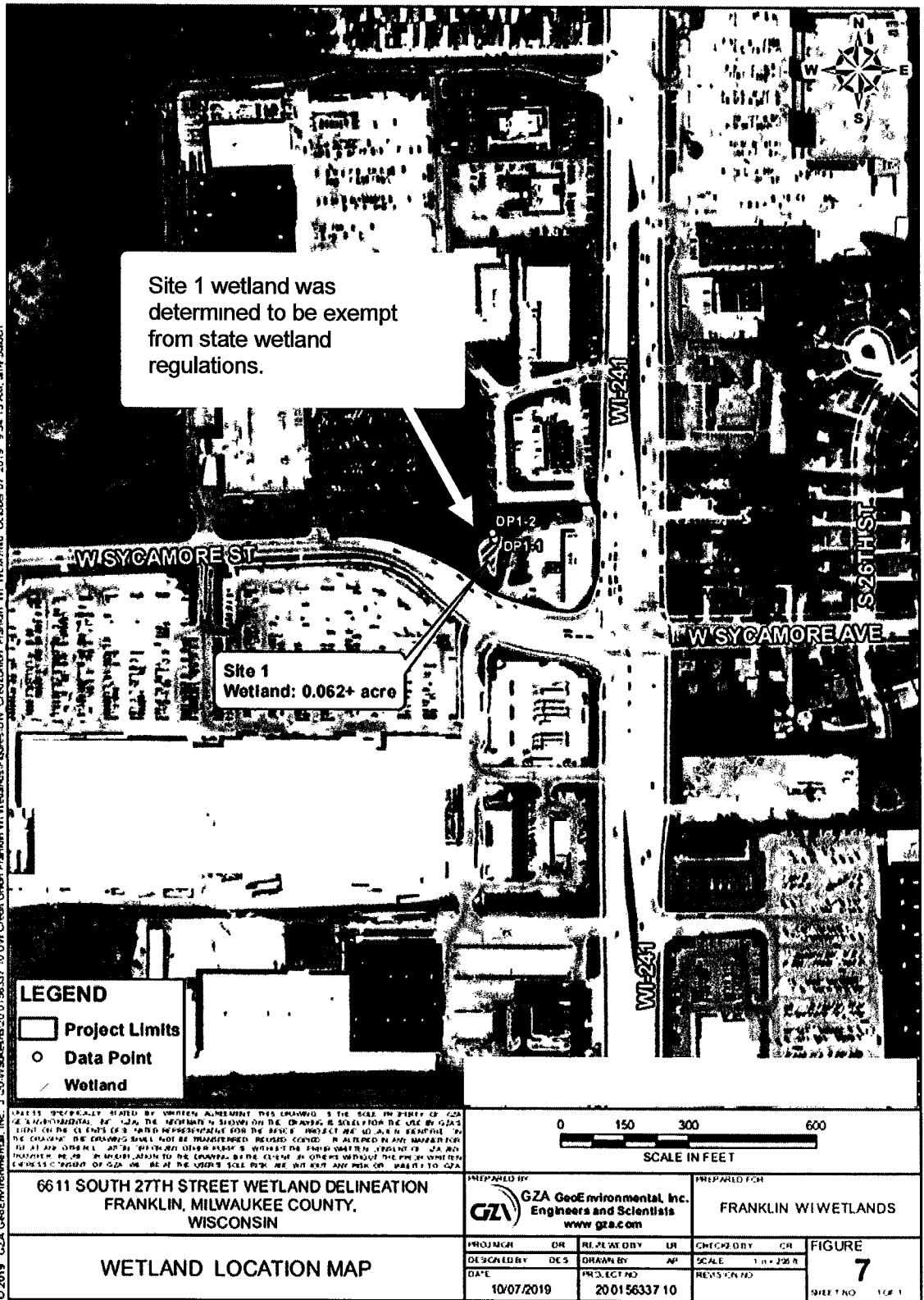
This letter describes DNR's decision regarding the jurisdictional status of site 1 and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of site 1, you will need to contact the U.S. Army Corps of Engineers. If you have any questions about this determination, please contact me at (715) 492-0200 or email Ryan.Pappas@wisconsin.gov.

Sincerely,



Ryan Pappas
Wetland Exemption Specialist

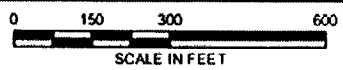
cc U.S. Army Corps of Engineers
Lilah Reich, Huff & Huff Inc., Consultant



0 2019 GZA GeoEnvironmental, Inc. J:\30\Wetlands\20156337 10 UW Credit Union Franklin WI Wetlands\Fram-WI Wetland.mxd October 07, 2019 9:34:13 AM jmy.paluch

LEGEND

- Project Limits
- Data Point
- Wetland



THESE GRAPHICALLY PREPARED BY WRITTEN ALIGNMENT THIS DRAWING IS THE SCALE IN FEET OF GZA
 OR SUBSEQUENTLY BY GZA. THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR THE USE BY GZA
 CLIENT OR THE CLIENTS OF GZA. NO REPRESENTATION FOR THE SERVICE PROJECT ARE TO BE MADE IN ANY MANNER
 IN THE DRAWING. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR ALTERED IN ANY MANNER FOR
 THE AT ANY OTHER USE, OR IN ANY MANNER OTHER THAN THAT FOR WHICH IT WAS PREPARED. GZA AND
 THEREAFTER BE OF NO LIABILITY TO THE CLIENT OR OTHERS WITHOUT THE WRITTEN
 CONSENT OF GZA OR BE AT THE CLIENT'S RISK. GZA WILL NOT BE RESPONSIBLE TO GZA

6611 SOUTH 27TH STREET WETLAND DELINEATION
 FRANKLIN, MILWAUKEE COUNTY,
 WISCONSIN

PREPARED BY
GZA GeoEnvironmental, Inc.
 Engineers and Scientists
 www.gza.com

PREPARED FOR
 FRANKLIN WI WETLANDS

WETLAND LOCATION MAP

PROJECT NO.	DR	REVIEWED BY	LR	CHECKED BY	CR
DESIGNED BY	DES	DRAWN BY	AP	SCALE	1 in = 250 ft
DATE	10/07/2019	PROJECT NO.	200156337 10	REVISION NO.	

FIGURE
7
 SHEET NO. 1 OF 1

Table 15-3.0505

**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR NONRESIDENTIAL DEVELOPMENT**

STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>1.54</u> Multiply by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard) X <u>0.45</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE = 0.69 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>1.54</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503 or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater - <u>0.69</u> Equals NET BUILDABLE SITE AREA = 0.85 acres
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>0.85</u> Multiply by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X <u>0.57</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE = 0.48 acres
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>1.54</u> Multiply by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X <u>0.31</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE = 0.47 acres
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above) (Multiple results by 43 560 for maximum floor area in square feet) 0.47 acres (<u>20,473</u> s f)

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 02/11/2020

PLANNED DEVELOPMENT DISTRICT (PDD) APPLICATION

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

Applicant (Full Legal Name[s])

Name Brad McClain CFO
Company University of Wisconsin Credit Union
Mailing Address 3500 University Avenue
City / State Madison Wisconsin Zip 53705
Phone 608-232-9000 x 2244
Email Address bmcclain@uwcu.org

Applicant is Represented by (contact person)(Full Legal Name[s])

Name David J Ewanowski AIA
Company KEE Architecture Inc
Mailing Address 621 Williamson Street
City / State Madison, Wisconsin Zip 53703
Phone 608-255-9202
Email Address david@keearch.com

Project Property Information.

Property Address 6611 South 27th Street, Franklin, Wisconsin
Property Owner(s) University of Wisconsin Credit Union
Attn Brad McClain
Mailing Address 3500 University Avenue
City / State Madison Wisconsin Zip 53705
Email Address bmcclain@uwcu.org

Tax Key Nos 714-0001-001
Existing Zoning PDD No 13 (B-3 Community Business)
Existing Use (Abandoned Gas Station)
Proposed Use Commercial (Financial Institution)
Future Land Use Identification Commercial

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

PDD 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
 - ☐ \$6000, PDD New
 - ☒ \$3500, PDD Major Amendment
 - ☐ \$500, PDD Minor Amendment
- ☒ 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, (description of the proposed development of the property to include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan, any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - ☒ Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc (See Sections 15-7 0101, 15-7 0301, and 15-5 0402 of the UDO for information that must be denoted or included with each respective plan)
 - ☒ Four (4) folded reduced size (11"x17") copies of the Site Plan package
 - ☐ One colored copy (11"x17") of the building elevations, if applicable
 - ☒ One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15-3 0500 of the UDO)
 - ☐ Three copies of the Natural Resource Protection Plan report, if applicable (see Section 15-4 0102 and 15 7 0201 of the UDO)
 - ☒ Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
- Minor PDD Amendment requests require Plan Commission review 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 Brad McClain - CFO
Name & Title (PRINT) _____
Date 2/11/2020

Signature Property Owner
Name & Title (PRINT) _____
Date _____

Signature Applicant Brad McClain - CFO
Name & Title (PRINT) _____
Date 2/11/2020

Signature Applicant's Representative David J Ewanowski Secretary/Treasurer
Name & Title (PRINT) KEE Architecture Inc Date 2/11/2020



US Real Estate
2608 SE J St.
Bentonville, AR 72716-5510

1/8/2020

Brad McClain
University of Wisconsin Credit Union
3500 University Ave.
Madison, WI 53705

Re: Deed Restriction Waiver
Walmart Store #1551 Franklin, WI

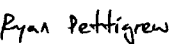
Dear Mr. McClain:

Wal-Mart Stores, Inc. ("Walmart") approves of the proposed University of Wisconsin Credit Union to be located next to Walmart Store #1551, as depicted on Exhibit "A" of this letter. As part of its approval, Walmart hereby waives the restriction against building height and size, so long as not more than two (2) buildings (not including trash enclosure and canopies) shall be erected and which buildings shall not exceed 22 feet in height or 6,000 square feet in combined floor size (not including trash enclosure and canopies). Walmart also agrees that the Credit Union will be allowed to provide not less than 5 parking spaces per 1,000 square feet of floor building area. Please note that this approval is limited to the operation of the Credit Union.

Any material change in use of the premises, or variance from the site plan attached as Exhibit "A", that violate any deed restrictions against the property shall require Walmart's further consent. This approval shall not be construed as a waiver of any of Walmart's rights or of any other obligation or restriction found in the Corporation Warranty Deed dated September 13, 1990 and recorded September 14, 1990 as Document Number 6417377 in the Register's Office for Milwaukee County, Wisconsin.

If you have any questions, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

C31F0206DADB4DA

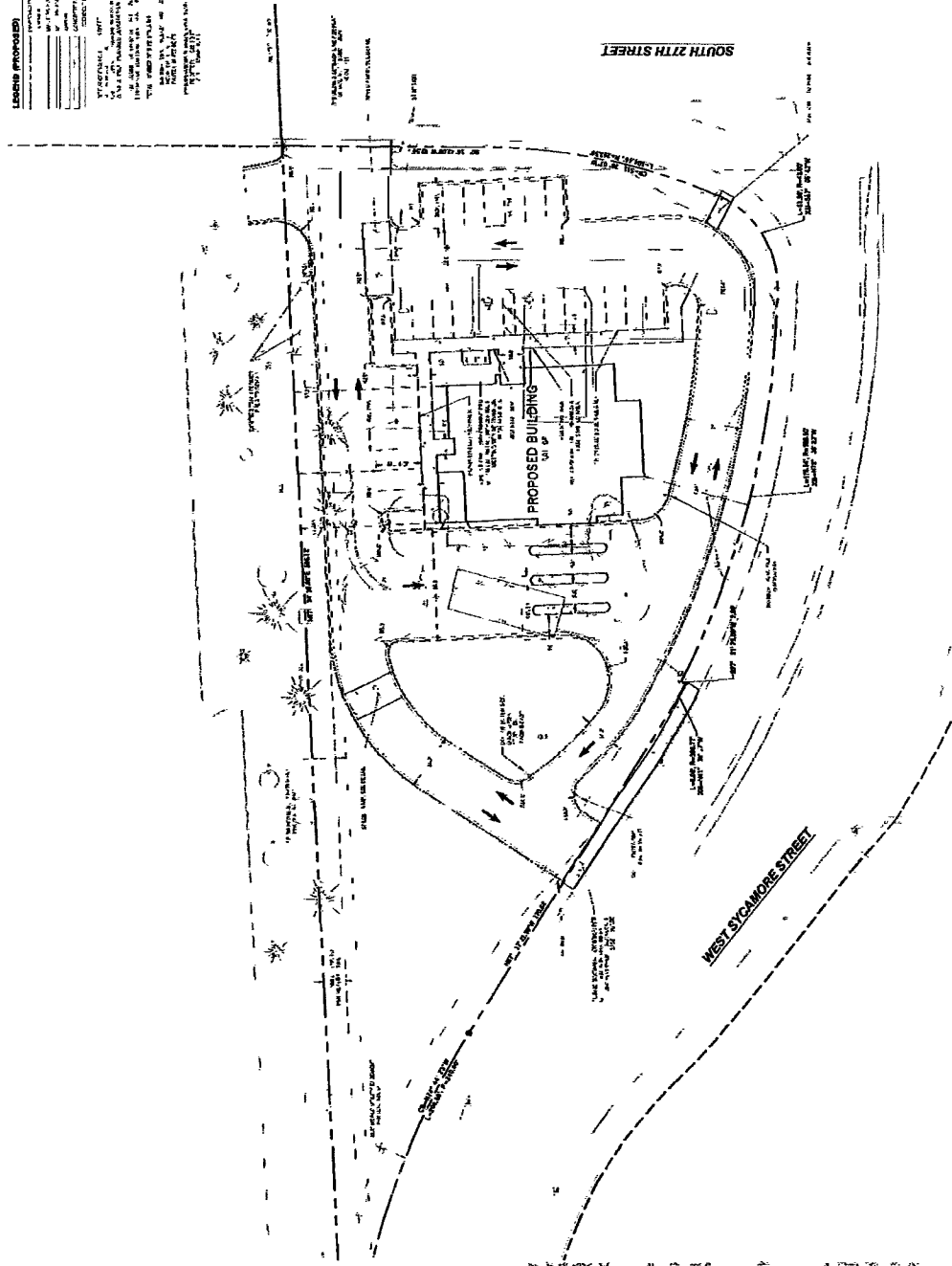
DISCLOSURE NOTICE
Toll Free (800) 242-6511 or 811
www.oregon.gov/odot
www.oregon.gov/odot

Date 1/20/2012 Time 1:00 PM User C:\000	Project UWCW - FRANKLIN Location FRANKLIN, MILWAKEE COUNTY, WI Count 1.00	Scale 1:250 Date 1/20/2012
--------------------------------------------------------	------------------------------------------------------------------------------------------	-------------------------------------

NORTH
 1000 1000 1000
 1000 1000 1000

LEGEND (PROPOSED)

1. NAME: [REDACTED]
 2. ADDRESS: [REDACTED]
 3. CITY: [REDACTED]
 4. STATE: [REDACTED]
 5. ZIP: [REDACTED]
 6. PHONE: [REDACTED]
 7. FAX: [REDACTED]
 8. E-MAIL: [REDACTED]
 9. COMMENTS: [REDACTED]
 10. DATE: [REDACTED]
 11. BY: [REDACTED]



BeveLED 2.1



PROJECT INFORMATION

PROJECT _____

DATE _____

TYPE _____

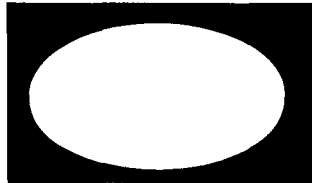
3021
DOWNLIGHT



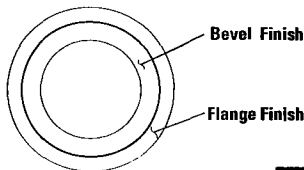
F22

BeveLED 2.1 Recessed Downlight - BeveLED 2.1 is the most complete recessed LED downlight product family available from USAI Lighting, now with more BeveLED trim finishes, LED classic white color temperatures, innovative housing styles, and dimming driver options than before. With industry-leading performance, BeveLED 2.1 can provide a solution for any project - commercial, corporate and residential installations.

1" REGRESS DOWNLIGHT



1" Regress



DELIVERED PERFORMANCE

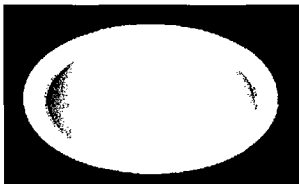
BeveLED 2.1 1" REGRESS DOWNLIGHT	9 Watts		12 Watts		16 Watts		24 Watts		33 Watts		36 Watts	
	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI
Color Rendering Index	93	68	86	67	86	67	80	63	71	57	100	78
Lumens per Watt	1150	900	1300	1025	1725	1350	2400	1875	3025	2350	4150	3250
Source Lumens	775	600	1025	800	1375	1075	1925	1500	2400	1875	3450	2700
Color Consistency	2-Step MacAdam Ellipse											

Performance based on 3000K

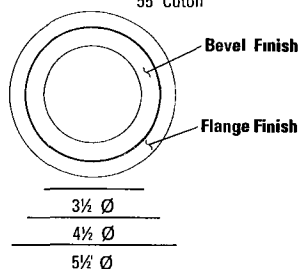
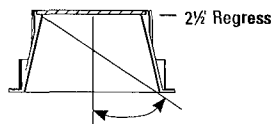
CCT MULTIPLIER	2200K	2700K		3000K		3500K	4000K
	80+ CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	80+ CRI
Color Rendering Index	80+ CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	80+ CRI
Multiplier for Lumen Output	0.72	0.94	0.78	1.00	.78	1.00	1.06

90+ CRI is not available for 2200K, 3500K, or 4000K

DEEP REGRESS DOWNLIGHT



Deep Regress



DELIVERED PERFORMANCE

BeveLED 2.1 DEEP REGRESS DOWNLIGHT	9 Watts		12 Watts		16 Watts		24 Watts		33 Watts		36 Watts	
	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI
Color Rendering Index	70	54	69	54	68	53	64	50	58	45	85	66
Lumens per Watt	1150	900	1300	1025	1725	1350	2400	1875	3025	2350	4150	3250
Source Lumens	625	475	825	650	1100	850	1550	1200	1925	1500	2950	2300
Color Consistency	2-Step MacAdam Ellipse											

Performance based on 3000K

CCT MULTIPLIER	2200K	2700K		3000K		3500K	4000K
	80+ CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	80+ CRI
Color Rendering Index	80+ CRI	80+ CRI	90+ HIGH CRI	80+ CRI	90+ HIGH CRI	80+ CRI	80+ CRI
Multiplier for Lumen Output	0.72	0.94	0.78	1.00	.78	1.00	1.06

90+ CRI is not available for 2200K, 3500K, or 4000K

USAI
Lighting

www.usalighting.com
info@usalighting.com

1126 River Road
New Windsor, NY 12553

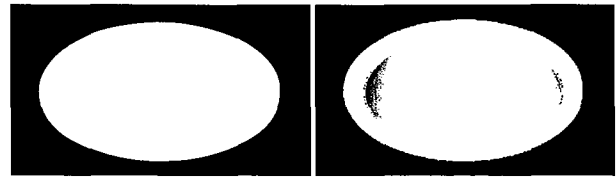
T 845-565-8500
F 845-561-1130

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Revised 12/27/2018

Bevel 1 (02.1



ORDERING INFORMATION

3021
DOWNLIGHT

1" REGRESS

DEEP REGRESS

HOW TO SPECIFY

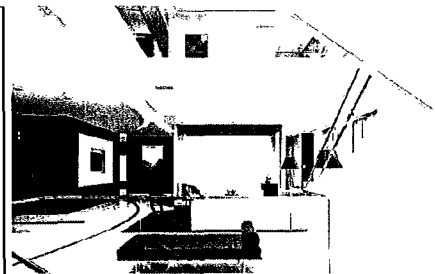
Ordering Example. Specify trim code and housing code to order **3021W - B1 - S - 10 - LRTD4 - 9012 - C3 - 27KS - 50 - NC - 277V - DIML2 - CB27**

TRIM ORDERING INFORMATION

TRIM	OPTION	BEVEL STYLE		LENS	FLANGE FINISH
3021					
1" REGRESS DOWNLIGHT					
3021 Round Downlight 1" Regress	W	Wet location ¹	B1 1" Regress Bevel, Painted Die Cast Matches Flange Finish	S Solite (provided standard)	01 Clear Matte (AC Bevel only) 02 Black Anodized (AB Bevel Only) 10 White 13 Statuary Bronze 21 Black 28 Metalized Gray RAL Custom Color (specify RAL #)
	EML	Integral Emergency Test Switch ²			
	TZ	6 TechZone ceiling compatible (NCSM only) N/A with 01 or 02 flange finishes			
		AB1 1" Regress Bevel Black Anodized	F Frosted		
		AC1 1" Regress Bevel, Clear Matte Anodized			
DEEP REGRESS DOWNLIGHT					
3021 Round Downlight Deep Regress	W	Wet location ¹	B2 2 1/2" Regress Bevel, Painted Die Cast Matches Flange Finish		
	EML	Integral Emergency Test Switch ²			
				AB2 2 1/2" Regress Bevel, Black Anodized	
		AC2 2 1/2" Regress Bevel, Clear Matte Anodized			

¹ Wet location, use with B1 and B2 trims only.

² See table on page 3.



HOUSING ORDERING INFORMATION

HOUSING CODE	WATTAGE	ENGINE CODE	COLOR	REFLECTOR	HOUSING TYPE	SELECT ONE VOLTAGE	DIMMING DRIVER OPTIONS	ACCESSORIES
LRTD4								
LRTD4	9009 9W LED	C3	22KS 2200K, 80+ CRI ³	1" REGRESS DOWNLIGHT		120V 277V	For use with 120V or 277V DIML2 0-10V dim, 10% (provided standard) DIML4E Lutron 5 ECO, 5% ^{5,6} DIML4H Lutron H ECO, 1% Fade ⁵ DIML6A EdoLED 0-10V, 0.1%, logarithmic / Lutron controls DIML6B EdoLED 0-10V Linear, 0.1%, linear controls DIML6E EdoLED 0-10V, 1%, logarithmic / Lutron controls DIML6F EdoLED 0-10V, 1%, linear controls DIML7 EdoLED DALI, 0.1% DIML8 EdoLED DMX, 0.1% ^{6,7}	1" REGRESS DOWNLIGHT CB27 27" C-Channel Bars CB52 52" C-Channel Bars EML Emergency battery ⁹ EMLW Emergency battery wet location ⁹ TZ 6 TechZone ceiling compatible ¹⁰
	9012 12W LED		27KS 2700K, 80+ CRI	25 25° beam	FT Flat Housing New Construction			
	9016 16W LED		30KS 3000K, 80+ CRI	50 50° beam	FTIC Flat Housing IC Rated / Airtight (up to 16W maximum)			
	9024 24W LED		35KS 3500K, 80+ CRI	90 90° beam	FTCP Flat Housing Chicago Plenum			
	9033 33W LED		40KS 4000K, 80+ CRI		NCSM New Construction Narrow Width			
	9036 36W LED		27KH 2700K, 90+ CRI		NC New Construction, all in one			
		E1	30KH 3000K, 90+ CRI		CP Chicago Plenum	120V	For use with 120V only DIML3 Lutron A 2-wire, 1% 120V only DIML19 Phase 2-wire dimming, 1% 120V only ^{5,6,8} For use with 347V only DIML15 0-10V dim, 1% 347 only	DEEP REGRESS DOWNLIGHT CB27 27" C Channel Bars CB52 52" C-Channel Bars EML Emergency battery ⁹ EMLW Emergency battery wet location ⁹
					IC Insulation Contact Rated / Airtight ⁴			
					See emergency solutions chart for EM options with these housings			
			2 Step MacAdam ellipse is standard for all			347V		

USAI
Lighting

www.usalighting.com
info@usalighting.com

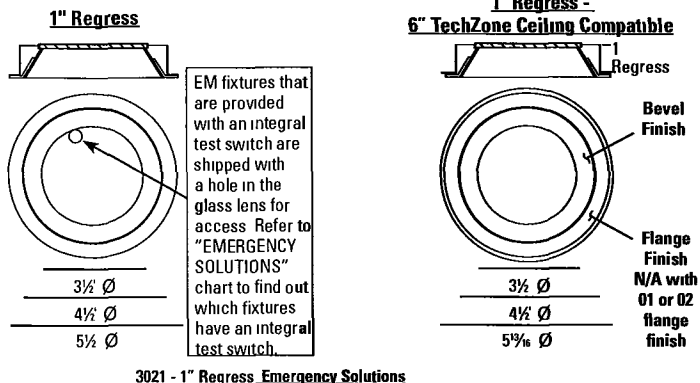
1126 River Road
New Windsor NY 12553

T 845-565-8500
F 845-561-1130

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TRIM INFORMATION

1" REGRESS DOWNLIGHT TRIMS

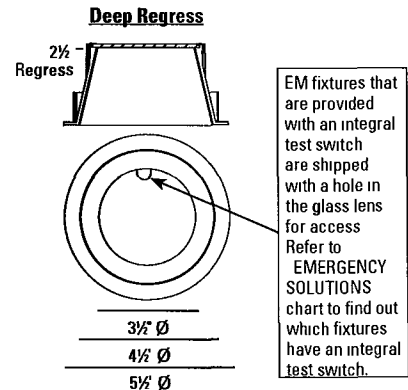


3021 - 1" Regress Emergency Solutions

Housing	EM SERVICE	Integral Test Switch	Remote Test Switch	Inverter By Others
FT, FTIC, FTCP	N/A			X
NCSM*	Above ceiling access required		X	X
NC, 25° or 50° optic	Through aperture	X		X
NC, 90° optic	Through aperture		X	X
NC Wet Location	Through aperture		X	X
CP	N/A			X
IC	N/A			X

* NCSM + DIML8 cannot be offered with EM, 347V cannot be offered with EM

DEEP REGRESS DOWNLIGHT TRIM



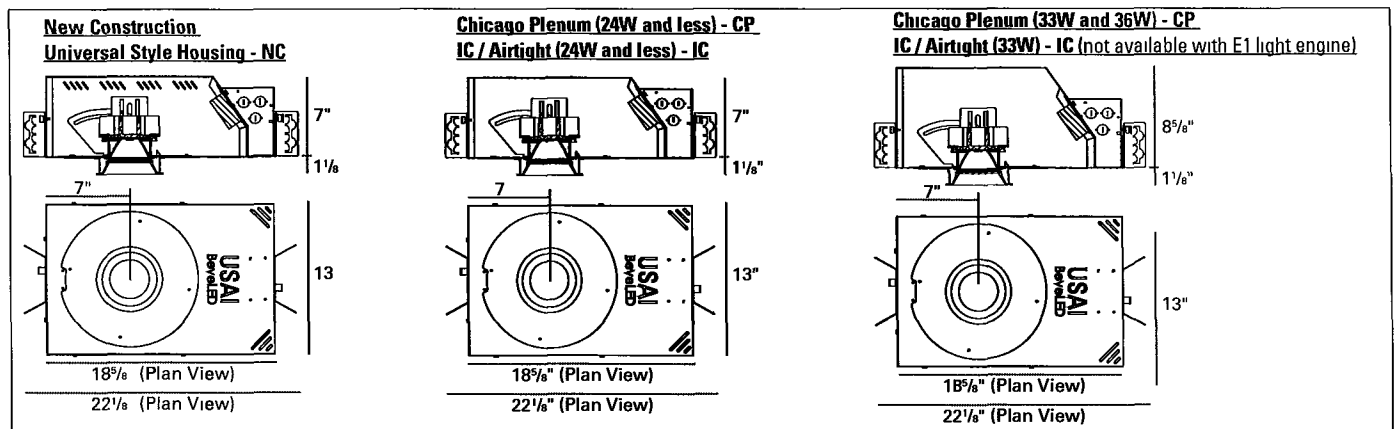
3021 - Deep Regress Emergency Solutions

Housing	EM SERVICE	Integral Test Switch	Remote Test Switch	Inverter By Others
NC, C25 or C40 optic	Through aperture	X		X
NC, C70 optic	Through aperture		X	X
NC Wet Location	Through aperture		X	X
CP	N/A			X
IC	N/A			X

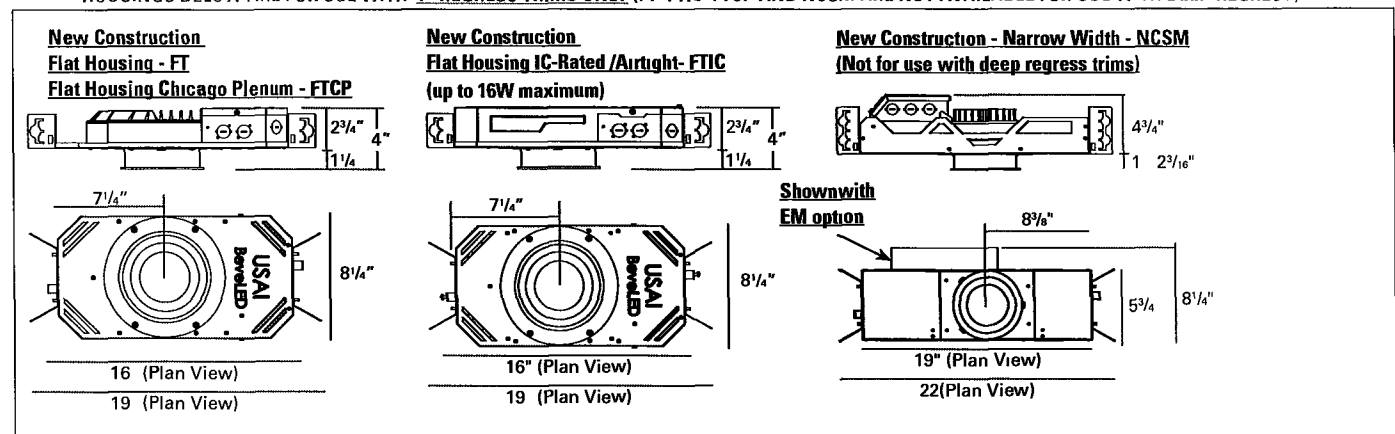
* 347V cannot be offered with EM

HOUSING INFORMATION

NC IC AND CP HOUSINGS BELOW ARE FOR USE WITH 1" REGRESS TRIMS & DEEP REGRESS TRIMS



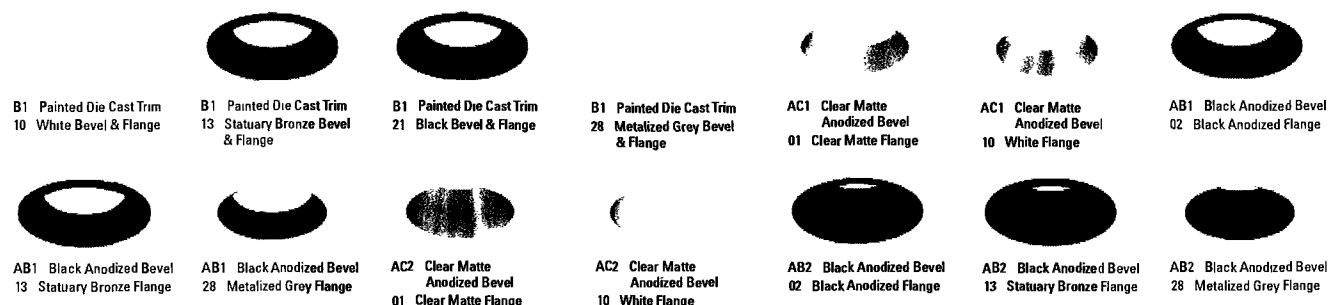
HOUSINGS BELOW ARE FOR USE WITH 1" REGRESS TRIMS ONLY (FT, FTIC, FTCP AND NCSM ARE NOT AVAILABLE FOR USE WITH DEEP REGRESS)



SPECIFICATIONS

TRIM: 4-1/2" round aperture with a 1" regress or deep regress bevel and 1/2" flange, retained by two mounting clips. Die cast aluminum bevel is available in white, statuary bronze, black, and metalized gray painted finishes, with flange painted to match. Also available in black or clear matte anodized finishes, with self-finish or contrasting painted flange. Custom colors are available (provide RAL#). Trim is shipped with a solite lens provided standard.

Some examples of standard trim finish options for 3021 are shown below.



FIELD REPLACEABLE LED LIGHT ENGINE: is serviceable through the aperture without tools. All USAI Lighting Classic White light engines feature industry leading color consistency within a 2-Step MacAdam's ellipse. 2200K is not available with E1 light engine.

FIELD REPLACEABLE DIMMING DRIVER: 0-10V, 100%-10% solid state electronic constant current DIML2 dimming driver with a high power factor provided standard and sources 2mA. Specify 120V or 277V. Driver complies with IEEE6241 surge protection. Multiple dimming driver options are available, some on-time delay may be experienced, depending on control system used.

EMERGENCY: Fixtures provided with an integral test switch are provided with a hole in the glass lens as per drawing. Fixtures provided with a remote test switch are provided with a 24" lead length for location of the test switch. Fixtures that have no USAI EM option may be connected to an inverter (by others) for emergency lighting. **SPECIAL NOTE FOR NCSM HOUSING:** DIML8 cannot be combined with EM options in NCSM housing. See emergency solutions chart for more information on EM test switches and servicing.

HOUSING: 1" regress fixture housing options are NC, IC, CP, FT, FTIC, FTCP and NCSM. DEEP regress fixture housing options are NC, IC, and CP only. FT and NCSM housings are not available with DEEP regress trims. Fabricated of 20 ga. galvanized steel with thru wire J-box, 4 in 4 out at min. 90°C, #12 AWG thru branch circuit wiring. FTIC housing is IC-rated up to 16W maximum. IC-rated housings for use with 9W, 12W, and 16W light engines only are rated for direct contact with spray foam insulation of R-42 or less. IC rated housing is not available with E1 light engine. NCSM with TZ option is compatible with 6" TechZone ceiling systems. When using DIML8, NCSM housing can NOT be used with thru-branch circuit wiring.

MOUNTING: Butterfly brackets and adjustable nailer bars with integral nails provided. Nailer bars are extendible from 14" to 24" centers. C-channel bars are optionally available for acoustical ceiling applications.

MAXIMUM CEILING THICKNESS: As noted on housing drawings.

CEILING CUT OUT: 5-1/16"Ø

WARRANTY: Based on IESNA LM80 2008, BeveLED 2.1 has a 50,000 hour rated life at 70% lumen maintenance (L70). USAI Lighting Warranty covers replacement parts for 5 years from date of shipment.

LISTINGS: Dry/Damp. Wet location option available with B1 trim only. NRTL/CSA-US tested to UL standards. IBEW union made. Energy Star Qualified under Luminaires Specification V2.0. Please see Energy Star website for exact model #s included in the listing. Please note that the following options are not Energy Star qualified: 22KS, 27KH, and 30KH light engines, E1 light engines, B-13, B-21, and AB trim styles, Frosted lens and EM options. CEC/Title 24 Compliant up to 16W maximum. See CEC website for exact models included.

NOTES:

- Not for use in corrosive environment.
- Use of pressure washer voids warranty.

PHOTOMETRICS: Consult factory or website for IES files. Tested in accordance with IESNA LM79.



DIMMING DRIVER WIRING SCHEMES:

NOTES

Wiring diagrams are examples of typical installations intended to illustrate the number of wires that must be run to fixture. These diagrams are not intended to specify all equipment necessary for a given dimming circuit. Refer to specific dimmer manufacturer's documentation for details.

IMPORTANT SAFETY INSTRUCTIONS

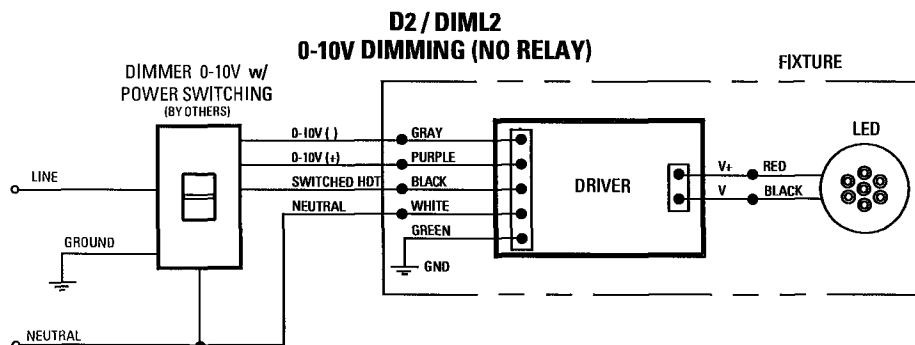
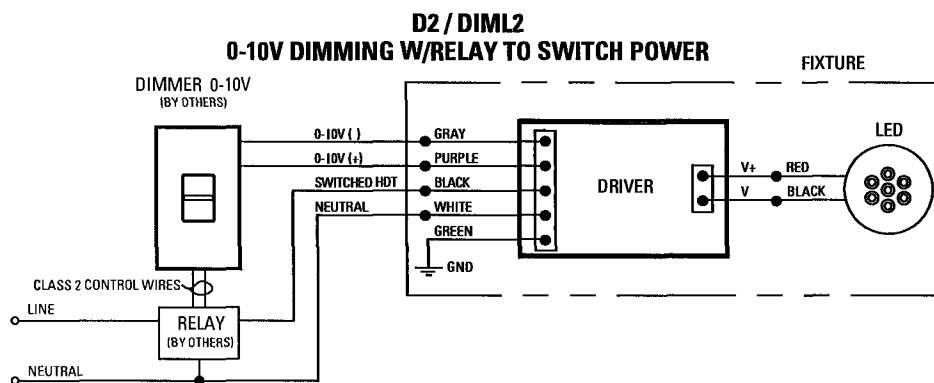
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2. Only qualified electricians in accordance to local codes should install these fixtures.
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4. Make sure all connections are in accordance with the National Electrical Code and any local regulations.
5. Cap any wires not used separately (not together).

D2 / DIML2 LED: 0-10V Dimming Driver Wiring (Dims down to 10%)

D2 / DIML2 Dimmer Compatibility Chart				
Manufacturer	Product	Part Number	Dimmed Light Output Range	Qty Fixtures Per Dimmer*
120V / 277V				
Creston	iLux dimmer expansion module	CLS-EXP-DIMFLV	100% - 10%	Use source current per fixture specification sheet to determine number of fixtures per dimmer. Max number of fixtures is limited by dimmer load rating.
Creston	DIN Rail dimmer	DIN-4DIMFLV4	100% - 10%	
Creston	DIN Rail analog output module	DIN-A08	100% - 10%	
Creston	8 Channel dimmer module	GLX-DIMFLV8	100% - 10%	
Creston	8 Channel dimmer module	GLXP-DIMFLV8	100% - 10%	
Leviton	IlumaTech dimmer	IP710-DLX	100% - 10%	
Lightolier (Philips)	Vega	V2000FAMU	100% - 10%	
Lutron	Diva	DVTV-XX	100% - 10%	

* NOTE: Refer to dimmer manufacturer's documentation for installation instructions and circuit details.



DIMMING DRIVER WIRING SCHEMES:

NOTES

Wiring diagrams are examples of typical installations intended to illustrate the number of wires that must be run to fixture. These diagrams are not intended to specify all equipment necessary for a given dimming circuit. Refer to specific dimmer manufacturer's documentation for details.

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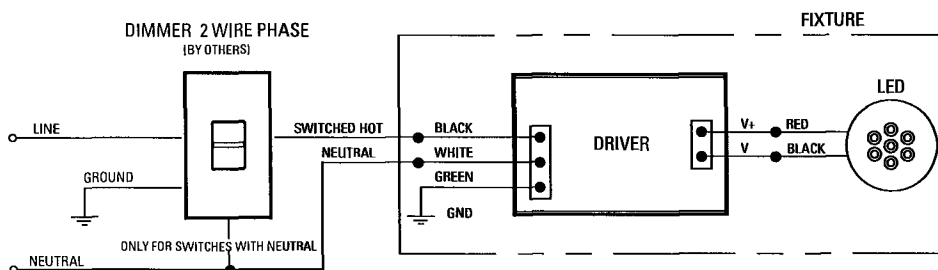
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5. Cap any wires not used separately (not together).

D3 / DIML3 LED: Lutron Hi-Lume A-Series 2 Wire Fwd Phase (with neutral) / LED Dimming Driver Wiring (Dims down to 1%) 120V

D3 / DIML3 Dimmer Compatibility Chart					
Manufacturer	Product	Part Number	Dimmed Light Output Range	Qty Fixtures Per Dimmer*	
				Fixture Wattage	
120V Only				39W and Less	40W - 80W
ETC	Sensor+ Cabinet	ELV10	100% - 1%	1 - 26	1 - 13
ETC	Unison DRd Cabinet	ELV10	100% - 1%	1 - 26	1 - 13
Lutron	Maestro Wireless® 600W dimmer	MRF2-6ND-120-	100% - 1%	1 - 8	1 - 4
Lutron	Maestro Wireless® 1000W dimmer	MRF2-10ND 120	100% - 1%	1 - 13	1 - 6
Lutron	HomeWorks® QS adaptive dimmer	HQRD-6NA-	100% - 1%	1 - 8	1 - 4
Lutron	HomeWorks® QS 600W dimmer	HQRD-6ND-	100% - 1%	1 - 8	1 - 4
Lutron	HomeWorks® QS 1000 W dimmer	HQRD-10ND-	100% - 1%	1 - 13	1 - 6
Lutron	Caseta Wireless® Pro 1000W dimmer	PD-10NXD	100% - 1%	1 - 13	1 - 6
Lutron	Stanza® dimmer	SZ-6ND-	100% - 1%	1 - 8	1 - 4
Lutron	RadioRA® 2 adaptive dimmer	RRD-6NA-	100% - 1%	1 - 8	1 - 4
Lutron	RadioRA® 2 1000 W dimmer	RRD 10ND-	100% - 1%	1 - 6	1 - 3
Lutron	myRoom DIN power module	MOSE-4A1-D	100% - 1%	1 - 6	1 - 3
Lutron	HomeWorks® QS wallbox power module	HQRJ WPM-6D-120-	100% - 1%	1 - 26	1 - 13
Lutron	Homeworks® DIN power module	LQSE-4A1-D	100% - 1%	1 - 6	1 - 3
Lutron	HomeWorks® wallbox power module	HWI-WPM-6D-120	100% - 1%	1 - 26	1 - 13
Lutron	GRAFIK Eye® QS control unit	QSGR-, QSGRJ-	100% - 1%	1 - 26	1 - 13
Lutron	GRAFIK Eye® 3000 control unit	GRX-3100-, GRX-3500-	100% - 1%	1 - 26	1 - 13
Lutron	RPM-4U module	HW-RPM-4U 120, LP-RPM-4U-120	100% - 1%	1 - 26	1 - 13
Lutron	RPM-4A module	HW-RPM-4A-120, LP-RPM-4A-120	100% - 1%	1 - 26	1 - 13
Lutron	GP dimming panels	Various	100% - 1%	1 - 26	1 - 13
Lutron	Anadmi CL 250W dimmer	AYCL-253P	100%-1%	1 - 8	1 - 4
Lutron	Diva CL 250W dimmer	DVCL-253P-, DVSCCL-253P-	100%-1%	1 - 8	1 - 4
Lutron	Grafik T CL or RF CL dimmer	GT-250M-, GTJ-250M-	100%-1%	1 - 8	1 - 4
Lutron	Nova T CL 250W dimmer	NTCL-250-	100%-1%	1 - 10	1 - 5

* NOTE Refer to dimmer manufacturer's documentation for installation instructions and circuit details.

**D3 / DIML3
2 WIRE PHASE DIMMING**



DIMMING DRIVER COMPATIBILITY SELECTION GUIDE

D4E / DIML4E and D4H /DIML4H

DIMMING DRIVER WIRING SCHEMES:

NOTES

Wiring diagrams are examples of typical installations intended to illustrate the number of wires that must be run to fixture. These diagrams are not intended to specify all equipment necessary for a given dimming circuit. Refer to specific dimmer manufacturer's documentation for details

IMPORTANT SAFETY INSTRUCTIONS

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4. Make sure all connections are in accordance with the National Electrical Code and any local regulations
5. Cap any wires not used separately (not together)

D4E / DIML4E LED: Lutron 5 Series EcoSystem LED Driver / LED Dimming Driver Wiring (Dims down to 5%)

D4E / DIML4E EcoSystem Dimmer Compatibility Chart					
Manufacturer	Product	Part Number	Dimmed Light Output Range	Qty Fixtures Per Control*	
				Fixture Wattage	
120V / 277V				39W and Less	40W - 80W
Lutron	PowPak dimming module	RMJ-ECO32-DV-B	100%-5%	1-32	1-16
Lutron	Energi Savr Node	QSN-1ECO-S, QSN-2ECO-S	100%-5%	1-64	1-32
Lutron	GRAFIK Eye QS (120V ONLY)	QSGRJ- E, QSGR- E	100%-5%	1-64	1-32
Lutron	Quantum	Various	100%-5%	1-64	1-32

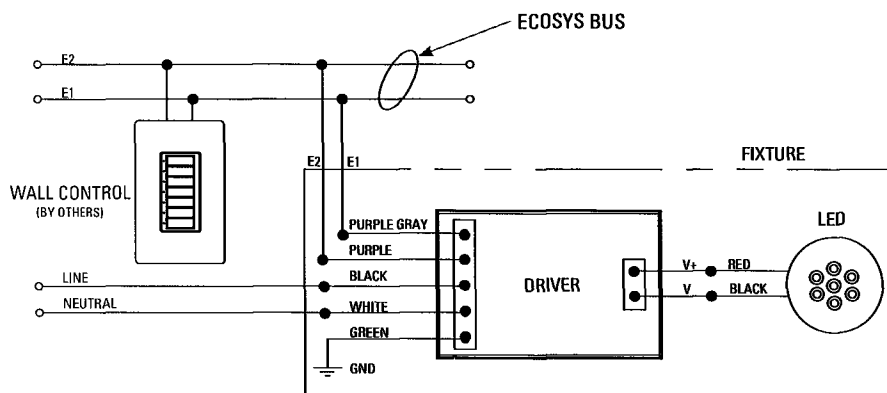
* NOTE: Number of fixtures may be higher if wattage is less than maximum values shown. Refer to dimmer manufacturer's documentation for installation instructions and circuit details.

D4H / DIML4H LED: Lutron H Series EcoSystem LED Driver with Fade to Black (dims down to 1%)

D4H / DIML4H EcoSystem Dimmer Compatibility Chart					
Manufacturer	Product	Part Number	Dimmed Light Output Range	Qty Fixtures Per Control*	
				Fixture Wattage	
120V / 277V				39W and Less	40W - 80W
Lutron	PowPak dimming module	RMJ-ECO32-DV-B	100%-1%	1-32	1-16
Lutron	Energi Savr Node	QSN-1ECO-S, QSN-2ECO-S	100%-1%	1-64	1-32
Lutron	GRAFIK Eye QS (120V ONLY)	QSGRJ- E, QSGR- E	100%-1%	1-64	1-32
Lutron	Quantum	Various	100%-1%	1-64	1-32

* NOTE: Number of fixtures may be higher if wattage is less than maximum values shown. Refer to dimmer manufacturer's documentation for installation instructions and circuit details.

D4E / DIML4E and D4H / DIML 4H EcoSystem CONTROLS



DIMMING DRIVER COMPATIBILITY SELECTION GUIDE

D6A / DIML6A and D6E / DIML6E D6B / DIML6B and D6F / DIML6F

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- 4 Make sure all connections are in accordance with the National Electrical Code and any local regulations
- 5 Cap any wires not used separately (not together)

D6A / DIML6A and D6E / DIML6E LED Dimming Compatibility Table

D6A / DIML6A and D6E / DIML6E are linearly programmed dimming drivers for use with the dimming controls listed in the table below

D6A / DIML6A = EldoLED SOLOdrive 0-10V control dims from 100% to 0 1%

D6E / DIML6E = EldoLED ECOdrive 0-10V control dims from 100% to 1%

D6A / DIML6A and D6E / DIML6E Dimmer Compatibility Chart						
Manufacturer	Product	Part Number	Dimmed Light Output Range			Qty Fixtures Per Dimmer*
120V & 277V			DIML6A 6E			Refer to manufacturer's dimmer load rating for maximum and minimum fixture quantities per dimmer Enlighted compatible
Lutron	Diva	DVTV/NFTV with PP 20	99%	0.1%	1%	
Lutron	Nova T	NFTV with PP-20	99%	0.1%	1%	
Lutron	Energi Savr Node	QSN-4T16-S	100%	0.1%	1%	
Lutron	GP Dimming Panels	TVM2 Module	99%	0.1%	1%	
Lutron	Interfaces	GRX-TVI w/ GRX3503	100% - 0.1%	1%		
Sensor Switch	nIQ	nIQ EZ	100% - 0.1%	1%		
enlighted	Control Unit	CU-3E-1R	100%	0.1%	1%	

D6B / DIML6B and D6F / DIML6F LED Dimming Compatibility Table

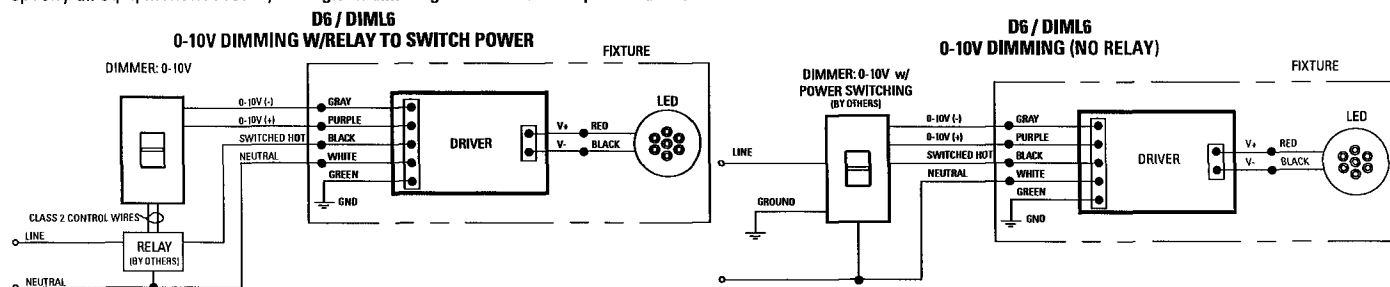
D6B / DIML6B and D6F / DIML6F are logarithmic-programmed dimming drivers for use with the dimming controls listed in the table below

D6B / DIML6B = EldoLED SOLOdrive 0-10V control dims from 100% to 0 1% D6F / DIML6F = EldoLED ECOdrive 0-10V control dims from 100% to 1%

D6B / DIML6B and D6F / DIML6F Dimmer Compatibility Chart					
Manufacturer	Product	Part Number	Dimmed Light Output Range		Qty Fixtures Per Dimmer*
120V & 277V			DIML6B	6F	Refer to manufacturer's dimmer load rating for maximum and minimum fixture quantities per dimmer Enlighted compatible
Bush-Jaeger	Electronic potentiometer	2112U-101	100% - 0.1%	1%	
Jung	Electronic potentiometer	240 10	100% - 0.1%	1%	
Leviton	Iluma Tech dimmer	IP710-DLX	100% - 0.1%	1%	
Lightolier (Philips)	Momentum (120V ONLY)	ZP600FAM120	100% - 0.1%	1%	
Merten	Electronic potentiometer	5729	100% - 0.1%	1%	
Pass & Seymour	Titan	CD4EB-W	100% - 0.1%	1%	
Watt Stopper	Miro	DCLV1	100% - 0.1%	1%	
Synergy	Wallbox Dimmers	ISD BC	100% - 0.1%	1%	
ABB	i-bus	SD/S 2.16.1	100% - 0.1%	1%	
Crestron	Modules	GLX-DIMFLV8, GLXP-DIMFLV8	100% - 0.1%	1%	
Crestron	Green Light	GLPAC-DIMFLV4-, GLPAC-DIMFLV8-	100% - 0.1%	1%	
Crestron	Green Light Power Pack	GLPP-DIMFLVEX-PM, GLPP-1DIMFLV2EX-PM, GLPP-1DIMFLV3EX-PM	100% - 0.1%	1%	
Crestron	DIN Rail Analog Output Module	DIN-A08	100% - 0.1%	1%	
Crestron	DIN Rail 0-10V Fluorescent Dimmer	DIN-4DIMFLV4	100% - 0.1%	1%	
Crestron	iLux 0-10V Dimmer Expansion Module	CLS-EXP-DIMFLV	100% - 0.1%	1%	
enlighted	Control Unit	CU-3E-1R	100% - 0.1%	1%	

DIMMING DRIVER WIRING SCHEMES:

NOTES Wiring diagrams are examples of typical installations intended to illustrate the number of wires that must be run to fixture. These diagrams are not intended to specify all equipment necessary for a given dimming circuit. Refer to specific dimmer manufacturer's documentation for details



DIMMING DRIVER WIRING SCHEMES:

NOTES

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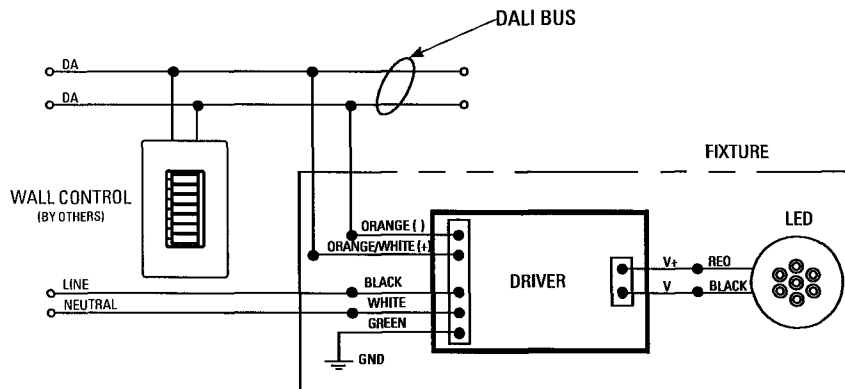
D7 / DIML7 and D7E Dimming Driver Wiring

D7 / DIML7 and D7E are linearly programmed dimming drivers.

D7 / DIML7 = EldoLED SOLDrive DALI control dims from 100% to 0.1%

D7E = EldoLED ECOdrive DALI control dims from 100% to 1%

D7 / DIML7 / D7E DALI CONTROLS



DIMMING DRIVER WIRING SCHEMES:

NOTES

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5. Cap any wires not used separately (not together).

D8 / DIML8 and D8E Dimming Driver Wiring

D8 / DIML8 and D8E are linearly programmed dimming drivers.

D8 / DIML8 = EldoLED POWERdrive DMX control dims from 100% to 0.1%.

D8E = EldoLED POWERdrive DMX control dims from 100% to 1%.

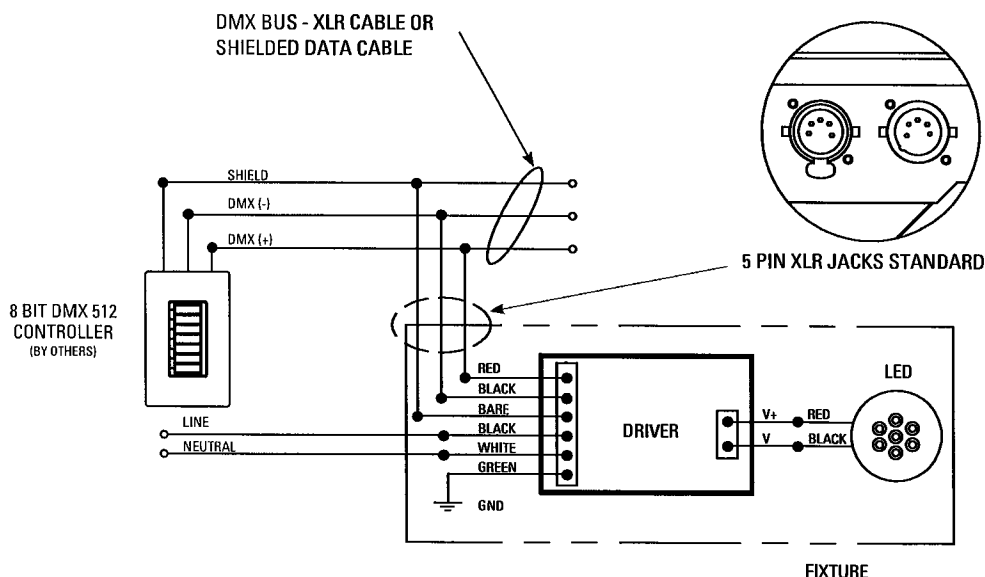
DMX BUS - XLR CABLE OR SHIELDED DATA CABLE

The data cable used must meet the following requirements:

- type: shielded, 2 conductor twisted pair
- maximum capacitance between conductors: 30 pF/ft
- maximum capacitance between conductor and shield: 55 pF/ft
- maximum resistance: 0.02 ohms/ft
- normal impedance: 100-140 ohms
- conductive core: 24 AWG is recommended

If 3-wire data cables are preferred, we suggest a Belden 9841 or equivalent cable which meets the specifications for EIA RS 485 applications. Do not use standard microphone cables; they cannot transmit DMX512 data reliably over long distances. NOTE: DMX link termination device (by others) should be used on last fixture in line on a circuit to avoid signal loss.

D8 / DIML8 / D8E DMX CONTROLS



DIMMING DRIVER WIRING SCHEMES:

NOTES

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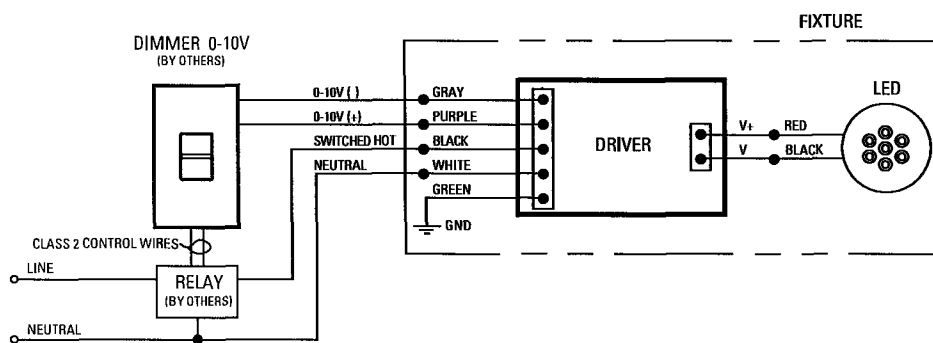
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- 5 Cap any wires not used separately (not together)

D15 / DIML15 LED: 0-10V, 347V Dimming Driver Wiring (Dims down to 1%) 347V Only

D15 / DIML15 Dimmer Compatibility Chart			
Manufacturer	Product	Dimmed Light Output Range	Qty Fixtures Per Dimmer*
347			
Acuity	Synergy ISD-BC	100% - 1%	Use source current per fixture specification sheet to determine number of fixtures per dimmer. Max number of fixtures is limited by dimmer load rating.
Douglas Lighting	WPN 5721, WPN-5822	100% - 1%	
Hubbell	Light Hawk2 LHD-IRS3-N347-xx	100% - 1%	
Leviton	Illumatech IP710-DLZ with 347V relay	100% - 1%	
Leviton	Centura Fluorescent Control System	100% - 1%	
Lutron	Nova NDTV-* dimmer plus 347V relay	100% - 1%	
Lutron	Diva DDTV-* dimmer plus 347V relay	100% - 1%	

* NOTE Refer to dimmer manufacturer's documentation for installation instructions and circuit details

D15 / DIML15 0-10V DIMMING W/RELAY TO SWITCH POWER



NOTE:

If switched, non-dimming operation is desired, cap off purple and gray wires individually at installation. Do NOT cap purple and gray wires together.

DIMMING DRIVER WIRING SCHEMES:

NOTES

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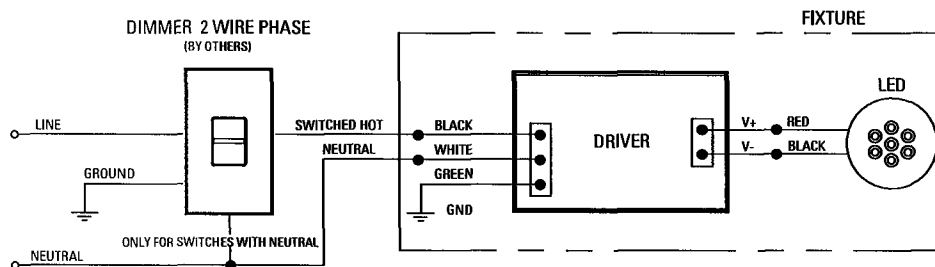
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- 5 Cap any wires not used separately (not together)

D19 / DIML19 LED: Hatch XTC series or equivalent - Forward and Reverse Phase Dimming Driver.
Dims down to 1% contingent upon dimmer specification and load. 120V only.

D19 / DIML19 2 WIRE PHASE DIMMING



D19 / DIML19 Dimmer Compatibility Chart

120V ONLY		
Forward Phase / TRIAC Dimming		
Manufacturer	Product	Qty Fixtures Per Dimmer
Leviton	IPL06-10Z	Use fixture wattage per
	6613-xxx	fixture specification
Lutron	S-600P	sheet to determine
	S-603P	number of fixtures
	DV-600P	per dimmer Max number
	DV-603P	of fixtures is limited by
	DVSC-603P	dimmer load rating
	CT-600P	
	CT-603P	

120V ONLY		
Reverse Phase / ELV Dimming		
Manufacturer	Product	Qty Fixtures Per Dimmer
Leviton	6615	Use fixture wattage per
	IPE04 xxx	fixture specification
Lutron	NTELV-300	sheet to determine
	NTELV-600	number of fixtures
	SELV-300P	per dimmer Max number
	SELV-303P	of fixtures is limited by
	DVELV-300P	dimmer load rating
	DVELV-303P	

Cree Edge® Series

LED Area/Flood Luminaire



Rev Date V8 R2 08/29/2019

Product Description

The Cree Edge® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaf/debris guard.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways.

Performance Summary

Patented NanoOptic® Product Technology

Assembled in the U.S.A. of U.S. and imported parts

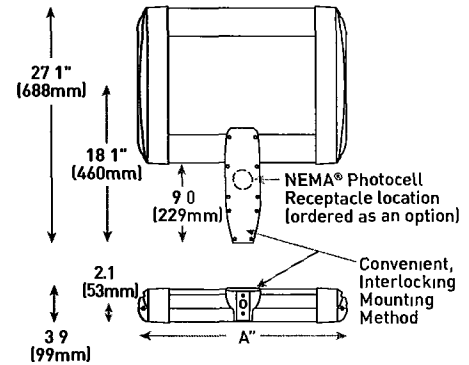
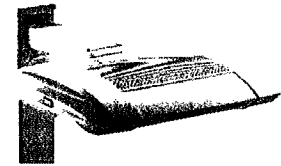
CRI: Minimum 70 CRI

CCT: 4000K (+/- 300K) 5700K (+/- 500K) standard

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://creeledlighting.com/warranty> for warranty terms

DA Mount



Accessories

Field-Installed	
Blrd Spikes XA-BRDSPK Hand-Held Remote XA-SENSREM For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required.	Backlight Control Shields XA-20BLS-4 Four-pack Unpainted stainless steel

LED Count (x10)	Dim. "A"	Weight
02	12.1 (306mm)	21 lbs. (10kg)
04	12.1 (306mm)	24 lbs. (11kg)
06	14.1 (357mm)	27 lbs. (12kg)
08	16.1 (408mm)	28 lbs. (13kg)
10	18.1 (459mm)	32 lbs. (15kg)
12	20.1 (510mm)	34 lbs. (15kg)
14	22.1 (560mm)	37 lbs. (17kg)
16	24.1 (611mm)	41 lbs. (19kg)

Ordering Information

Example ARE EDG 2M AA 12 E UL SV 350

AA/DL/SA Mount - see page 22 for weight & dimensions

Product	Optic			Mounting*	LED Count (x10)	Series	Voltage	Color Options	Drive Current	Options	
ARE-EDG	2M	3MB	4MP	AA	02	E	UL	BK	350	DIM 0-10V Dimming Control by others Refer to Dimming spec sheet for details Can't exceed specified drive current Not available with PML options HL Hi/Low (Dual Circuit Input) Refer to HL spec sheet for details Sensor not included P Photocell Refer to PML spec sheet for availability with PML options Available with UL voltage only PML Programmable Multi-Level, 20-40' Mounting Height Refer to PML spec sheet for details Intended for downlight applications at 0° tilt	PML2 Programmable Multi-Level, 10-30' Mounting Height Refer to PML spec sheet for details Intended for downlight applications at 0° tilt R NEMA® 3-Pin Photocell Receptacle 3-pin receptacle per ANSI C136.10 Intended for downlight applications with maximum 45° tilt Photocell and shunting cap by others Refer to PML spec sheet for availability with PML options 40K 4000K Color Temperature Minimum 70 CRI Color temperature per luminaire
	Type II Medium	Type III Medium w/BLS	Type IV Medium w/Partial BLS	Adjustable Arm	04		120 277V	Black	350mA		
	2MB	3MP	5M	DA	06		Universal	BZ	525		
	Type II Medium w/BLS	Type III Medium w/Partial BLS	Type V Medium	Direct Arm	08		Universal	Bronze	525mA		
	2MP	4M	5S	DL	10		347 480V	SV	700		
	Type II Medium w/Partial BLS	Type IV Medium	Type V Short	Direct Long Arm	12			Silver	700mA		
	3M	4MB			14			WH	Available with 20-60 LEDs		
	Type III Medium	Type IV Medium w/BLS			16			White			
FLO-EDG	25 25° Flood	70 70° Flood	N6 NEMA® 6	AA Adjustable Arm							
	40 40° Flood	SN Sign		SA Side Arm Available with 20-60 LEDs							

* Reference EPA and pole configuration suitability data beginning on page 19



US: creeledlighting.com (800) 236-6800

Canada: creeledlighting-canada.com (800) 473-1234

CREE **LIGHTING**

Cree Edge® LED Area/Flood Luminaire

Product Specifications

CONSTRUCTION & MATERIALS


- Slim low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral weathertight LED driver compartment and high performance heat sinks
- DA and DL mount utilizes convenient interlocking mounting method Mounting is rugged die cast aluminum mounts to 3/6 (76 152mm) square or round pole and secures to pole with 5/16 18 UNC bolts spaced on 2 (51mm) centers
- AA and SA mounts are rugged die cast aluminum and mount to 2 (51mm) IP 2 3/75 (60mm) O.D. tenons
- Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion Black bronze silver and white are available
- **Weight** See Dimensions and Weight Charts on pages 1 and 22

ELECTRICAL SYSTEM

- **Input Voltage** 120-277V or 347 480V 50/60Hz Class 1 drivers
- **Power Factor** > 0.9 at full load
- **Total Harmonic Distortion** < 20% at full load
- DA and DL mounts designed with integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Consult factory if in luminaire fusing is required
- **Maximum 10V Source Current** 20 LED (350mA) 10mA 20 LED (525 & 700mA) and 40 80 LED 0.15mA 100 160 LED 0.30mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- Certified to ANSI C136.31 2001 3G bridge and overpass vibration standards when ordered with AA, DA and DL mounts
- ANSI C136.2 10kV surge protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15 Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- DLC qualified with select SKUs Refer to <https://www.designlights.org/search/> for most current information
- Meets Buy American requirements within ARRA

 **CA RESIDENTS WARNING** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*							
LED Count (x10)	System Watts 120-480V	Total Current (A)					
		120V	208V	240V	277V	347V	480V
350mA							
02	25	0.21	0.13	0.11	0.10	0.08	0.07
04	46	0.36	0.23	0.21	0.20	0.15	0.12
06	66	0.52	0.31	0.28	0.26	0.20	0.15
08	90	0.75	0.44	0.38	0.34	0.26	0.20
10	110	0.92	0.53	0.47	0.41	0.32	0.24
12	130	1.10	0.63	0.55	0.48	0.38	0.28
14	158	1.32	0.77	0.68	0.62	0.47	0.35
16	179	1.49	0.87	0.77	0.68	0.53	0.39
525mA							
02	37	0.30	0.19	0.17	0.16	0.12	0.10
04	70	0.58	0.34	0.31	0.28	0.21	0.16
06	101	0.84	0.49	0.43	0.38	0.30	0.22
08	133	1.13	0.66	0.58	0.51	0.39	0.28
10	171	1.43	0.83	0.74	0.66	0.50	0.38
12	202	1.69	0.98	0.86	0.77	0.59	0.44
14	232	1.94	1.12	0.98	0.87	0.68	0.50
16	263	2.21	1.27	1.11	0.97	0.77	0.56
700mA							
02	50	0.41	0.25	0.22	0.20	0.15	0.12
04	93	0.78	0.46	0.40	0.36	0.27	0.20
06	134	1.14	0.65	0.57	0.50	0.39	0.29

* Electrical data at 25 °C (77 °F) Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

Cree Edge® Series Ambient Adjusted Lumen Maintenance ¹					
Ambient	Initial LMF	25K hr Reported ² LMF	50K hr Reported ² LMF	75K hr Estimated ³ LMF	100K hr Estimated ³ LMF
5°C (41°F)	1.04	1.01	0.99	0.98	0.96
10°C (50°F)	1.03	1.00	0.98	0.97	0.95
15°C (59°F)	1.02	0.99	0.97	0.96	0.94
20°C (68°F)	1.01	0.98	0.96	0.95	0.93
25°C (77°F)	1.00	0.97	0.95	0.94	0.92

¹ Lumen maintenance values at 25 °C (77 °F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

² In accordance with IES TM-21. Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

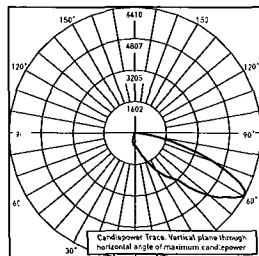
³ Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

Cree Edge® LED Area/Flood Luminaire

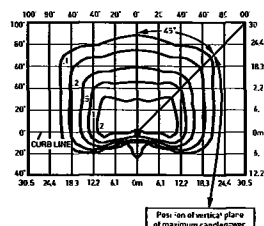
Photometry

All published luminaire photometric testing performed to IESNA LM 79-08 standards. To obtain an IES file specific to your project consult http://creelighting.com/products/outdoor/area/cree_edge_series_1

4MB



RESTL Test Report # PL01023-002B
ARE EDG-4MB-** 06 E UL-525-40K
Initial Delivered Lumens 7 985









ARE EDG-4MB-** 10 E UL-525-40K
Mounting Height: 25 (7.6m) A.F.G.
Initial Delivered Lumens 13 185
Initial FC at grade










Type IV Medium Distribution w/BLS				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens	BUG Ratings** Per TM-15-11	Initial Delivered Lumens	BUG Ratings Per TM-15-11
350mA				
02	1 884	B0 U0 G1	1 921	B0 U0 G1
04	3 768	B1 U0 G1	3,843	B1 U0 G1
06	5,588	B1 U0 G1	5 698	B1 U0 G2
08	7 450	B1 U0 G2	7 598	B1 U0 G2
10	9 291	B1 U0 G2	9,475	B1 U0 G2
12	11 149	B1 U0 G2	11,370	B1 U0 G2
14	12,924	B1 U0 G2	13 181	B1 U0 G2
16	14,771	B2 U0 G2	15,063	B2 U0 G2
525mA				
02	2 674	B0 U0 G1	2 730	B0 U0 G1
04	5 348	B1 U0 G1	5 460	B1 U0 G1
06	7 930	B1 U0 G2	8,096	B1 U0 G2
08	10 573	B1 U0 G2	10,794	B1 U0 G2
10	13 185	B1 U0 G2	13,461	B1 U0 G2
12	15 821	B2 U0 G3	16,153	B2 U0 G3
14	18 341	B2 U0 G3	18,726	B2 U0 G3
16	20 962	B2 U0 G3	21,401	B2 U0 G3
700mA				
02	3,156	B1 U0 G1	3 220	B1 U0 G1
04	6,311	B1 U0 G2	6,440	B1 U0 G2
06	9 359	B1 U0 G2	9 549	B1 U0 G2

* Initial delivered lumens at 25 C (77 F). Actual production yield may vary between -10 and +10% of initial delivered lumens.

** For more information on the IES BUG (Backlight Uplight Glare) Rating visit <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

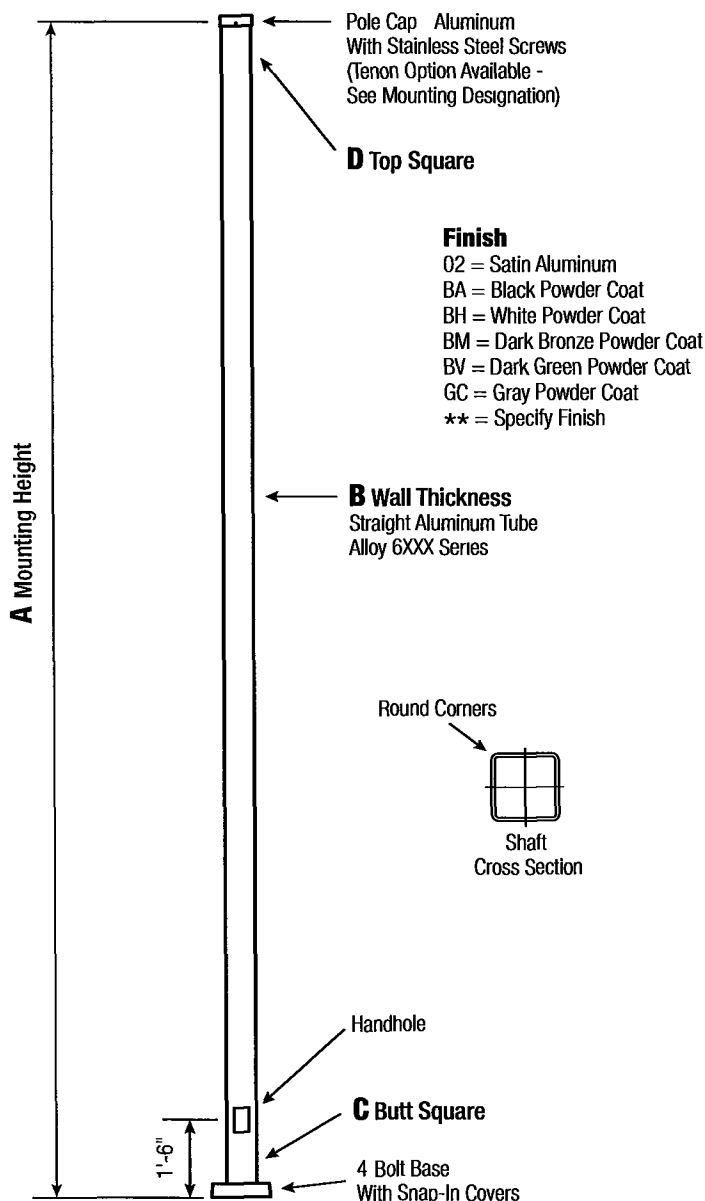
Luminaire EPA

Fixed Arm Mount – ARE-EDG-DA						
LED Count (x10)	Single	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
						
02	0.60	0.87	1.20	1.47	1.47	1.75
04	0.60	0.87	1.20	1.47	1.47	1.75
06	0.60	0.92	1.20	1.51	1.51	1.83
08	0.60	0.96 N/A with 3 poles	1.20	1.55 N/A with 3 poles	1.55	1.91 N/A with 3 poles
10	0.60	1.00 N/A with 3 poles	1.20	1.60 N/A with 3 poles	1.60	2.00 N/A with 3 poles
12	0.60	1.04 N/A with 3 poles	1.20	1.64 N/A with 3 poles	1.64	2.08 N/A with 3 poles
14	0.60	1.08 N/A with 3 or 4 poles	1.20	1.68 N/A with 3 or 4 poles	1.68	2.16 N/A with 3 or 4 poles
16	0.60	1.12 N/A with 3 or 4 poles	1.20	1.72 N/A with 3 or 4 poles	1.72	2.24 N/A with 3 or 4 poles
Fixed Arm Mount – ARE-EDG-DL						
02	0.75	1.02	1.50	1.77	1.77	1.91
04	0.75	1.02	1.50	1.77	1.77	1.91
06	0.75	1.07	1.50	1.82	1.82	1.98
08	0.75	1.11	1.50	1.86	1.86	2.04
10	0.75	1.15	1.50	1.90	1.90	2.10
12	0.75	1.19	1.50	1.94	1.94	2.16
14	0.75	1.23	1.50	1.98	1.98	2.22
16	0.75	1.27	1.50	2.02	2.02	2.28

Adjustable Arm Mount – ARE-EDG-AA/FLD-EDG-AA/SA									
LED Count (x10)	Single	2 @ 90°	2 @ 180°	In Line 2 @ 180°	3 @ 90°	3 @ 120°	In Line 3 @ 180°	4 @ 90°	In Line 4 @ 180°
Tenon Configuration If used with Cree Lighting tenons, please add tenon EPA with Luminaire EPA									
									
	Vertical PB 1A* PT 1 PW 1A3** Horizontal By others	Vertical PB 2A* PB-2R2.375 PW 2A3** Horizontal PD 2A4(90) PT 2(90)	Vertical PB 2A* PB 2R2.375 PW 2A3** Horizontal PD-2A4(180) PT-2(180)	Vertical PB-2A* PB 2R2.375	Vertical PB-3A* PB-3R2.375 Horizontal PD-3A4(90) PT-3(90)	Vertical PB 3A* PB-3R2.375 Horizontal PT-3(120)	Vertical PB-3A* PB-3R2.375	Vertical PB-4A*(90) PB-4R2.375 Horizontal PD-4A4(90) PT-4(90)	Vertical PB-4A*(180) PB-4R2.375
0° Tilt									
02	0.66	0.98	1.32	1.32	1.77	1.64	1.98	1.91	2.64
04	0.66	0.98	1.32	1.32	1.64	1.64	1.98	1.97	2.64
06	0.66	1.02	1.32	1.32	1.68	1.68	1.98	2.05	2.64
08	0.66	1.07	1.32	1.32	1.80	1.72	1.98	2.29	2.64
10	0.66	1.11	1.32	1.32	1.76	1.76	1.98	2.21	2.64
12	0.66	1.15	1.32	1.32	1.80	1.80	1.98	2.29	2.64
14	0.66	1.19	1.32	1.32	1.84	1.84	1.98	2.38	2.64
16	0.66	1.23	1.32	N/A	1.89	1.89	N/A	2.46	N/A

* Specify pole size 3 [3] | 4 [4] | 5 [5] | or 6 [6] for single, double or triple luminaire orientation or 4 [4] | 5 [5] | or 6 [6] for quad luminaire orientation

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size 3 [3] | 4 [4] | 5 [5] | or 6 [6]

SSA**Square Straight Aluminum Pole
No Arm — 4-Bolt Base**

WARNING:
Do not install light pole without luminaire

Satin Aluminum or Powder Coated
Finish per Customer Specification

A MTG. HGT.	B WALL THICKNESS	C BUTT SQUARE	TOTAL LUM. WEIGHT	MAXIMUM EPA					OLD CAT. NUMBER	CATALOG NUMBER
				90	100	110	120	130		
20	0.125"	4	40	5.0	3.4	2.8	1.8	-	11-183	SSA20B4-4-**

C BUTT SQ.	D TOP SQ.	F BOLT CIR. DIA.	G BASE SQ.	H BOLT PROJ.	I BOLT SIZE
4	4	8.5 - 9.5	9.875	1.5	.75 x 17 x 3

Dimensions in Inches

CUSTOMER NAME:

PROJECT:

LOCATION:

NOTES:

QUANTITY:

SSA20B4-4

CATALOG NUMBER

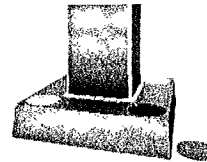
FINISH

Pole

The pole shaft will be constructed of seamless extruded tube of 6XXX Series Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld.

Base Style

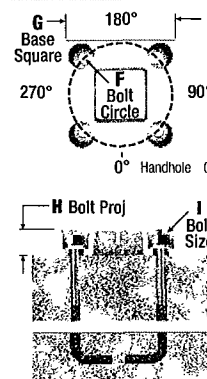
4-Bolt Cast Aluminum
Base Flange of Alloy
356 T6 with Aluminum
Snap-In Bolt Covers.

**Handhole**

2" x 4" Handhole with curved Lap Style Aluminum Door and two (2) Stainless Steel Self-Tapping Attaching Screws. A Grounding Provision incorporating a tapped 11/4"-20NC hole is provided opposite the Handhole.

Anchorage

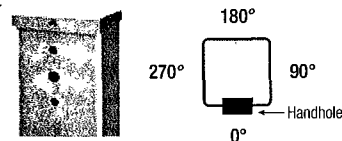
Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153. Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.

**Vibration Damper**

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

Mounting Designation

Side Drill Mount - For Side Drill Mount applications specify luminaire type, quantity and orientation. A luminaire drilling template must be supplied at time of order.

**Tenon Mount**

For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5" etc.) and length (3", 4", etc.).



EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.



26252 Hillman Highway
Abingdon, VA 24210
800 368 7171
www.hapco.com

Cree Edge® Series

LED Area/Flood Luminaire



Rev Date V8 R2 08/29/2019

Product Description

The Cree Edge® Series has a slim low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaf/debris guard.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways.

Performance Summary

Patented NanoOptic® Product Technology

Assembled in the U.S.A. of U.S. and imported parts

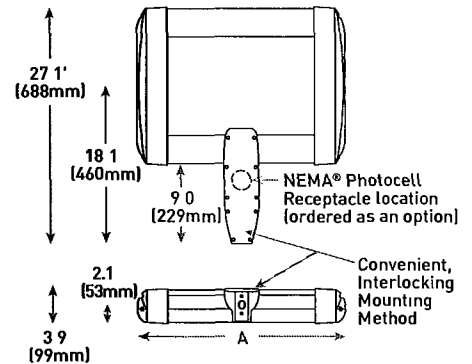
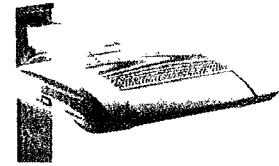
CRI: Minimum 70 CRI

CCT: 4000K (+/- 300K) 5700K (+/- 500K) standard

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://creeledlighting.com/warranty> for warranty terms

DA Mount



Accessories

Field-Installed	
Bird Spikes XA-BRDSPK	Backlight Control Shields XA-20BLS-4 Four-pack Unpainted stainless steel
Hand-Held Remote XA-SENSREM	
For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required.	

LED Count (x10)	Dim. "A"	Weight
02	12.1 (306mm)	21 lbs. (10kg)
04	12.1 (306mm)	24 lbs. (11kg)
06	14.1 (357mm)	27 lbs. (12kg)
08	16.1 (408mm)	28 lbs. (13kg)
10	18.1 (459mm)	32 lbs. (15kg)
12	20.1 (510mm)	34 lbs. (15kg)
14	22.1 (560mm)	37 lbs. (17kg)
16	24.1 (611mm)	41 lbs. (19kg)

Ordering Information

Example: ARE-EDG-2M-AA-12-E-UL-SV-350

AA/DL/SA Mount - see page 22 for weight & dimensions

Product	Optic			Mounting*	LED Count (x10)	Series	Voltage	Color Options	Drive Current	Options	
ARE-EDG	2M	3MB	4MP	AA	02	E	UL	BK	350	OIM 0-10V Dimming Control by others Refer to Dimming spec sheet for details Can't exceed specified drive current Not available with PML options HL Hi/Low (Dual Circuit Input) Refer to HL spec sheet for details Sensor not included P Photocell Refer to PML spec sheet for availability with PML options Available with UL voltage only PML Programmable Multi-Level, 20-40' Mounting Height Refer to PML spec sheet for details Intended for downlight applications at 0° tilt	PML2 Programmable Multi-Level, 10-30' Mounting Height Refer to PML spec sheet for details Intended for downlight applications at 0° tilt NEMA® 3-Pin Photocell Receptacle 3-pin receptacle per ANSI C136.10 Intended for downlight applications with maximum 45° tilt Photocell and shunting cap by others Refer to PML spec sheet for availability with PML options 40K 4000K Color Temperature Minimum 70 CRI Color temperature per luminaire
	Type II Medium	Type III Medium w/BLS	Type IV Medium w/Partial BLS	Adjustable Arm	04		Universal 120-277V	Black	350mA		
	2MB	3MP	5M	DA	06		UH	BZ	525		
	Type II Medium w/BLS	Type III Medium w/Partial BLS	Type V Medium	Direct Arm	08		Universal 347-480V	Bronze	525mA		
	2MP	4M	5S	DL	10			SV	700		
	Type II Medium w/Partial BLS	Type IV Medium	Type V Short	Direct Long Arm	12			Silver	700mA		
	3M	4MB			14			WH	Available with 20-60 LEDs		
	Type III Medium w/BLS	Type IV Medium w/BLS			16			White			
FLD-EDG	25" Flood	70" Flood	N6 NEMA® 6	AA Adjustable Arm							
	40" Flood	SN Sign		SA Side Arm Available with 20-60 LEDs							

* Reference EPA and pole configuration suitability data beginning on page 19



US: creeledlighting.com (800) 236-6800

Canada: creeledlighting-canada.com (800) 473-1234

CREE **LIGHTING**

Cree Edge® LED Area/Flood Luminaire

Product Specifications

CONSTRUCTION & MATERIALS


- Slim low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral weathertight LED driver compartment and high performance heat sinks
- DA and DL mount utilizes convenient interlocking mounting method. Mounting is rugged die cast aluminum, mounts to 3/6" (76/152mm) square or round pole and secures to pole with 5/16" 18 UNC bolts spaced on 2" (51mm) centers
- AA and SA mounts are rugged die cast aluminum and mount to 2" (51mm) IP 2 3/75" (60mm) O.D. tenons
- Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard® finish features an E Coat epoxy primer with an ultra-durable powder topcoat providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver and white are available
- **Weight:** See Dimensions and Weight Charts on pages 1 and 22

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V 50/60Hz Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- DA and DL mounts designed with integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Consult factory if in-luminaire fusing is required
- **Maximum 10V Source Current:** 20 LED (350mA) 10mA 20 LED (525 & 700mA) and 40 80 LED 0.15mA 100-160 LED 0.30mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- Certified to ANSI C136.31-2001 3G bridge and overpass vibration standards when ordered with AA, DA and DL mounts
- ANSI C136.2 10kV surge protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- DLC qualified with select SKUs. Refer to <https://www.designlights.org/search/> for most current information
- Meets Buy American requirements within ARRA

 **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*							
LED Count (x10)	System Watts 120-480V	Total Current [A]					
		120V	208V	240V	277V	347V	480V
350mA							
02	25	0.21	0.13	0.11	0.10	0.08	0.07
04	46	0.36	0.23	0.21	0.20	0.15	0.12
06	66	0.52	0.31	0.28	0.26	0.20	0.15
08	90	0.75	0.44	0.38	0.34	0.26	0.20
10	110	0.92	0.53	0.47	0.41	0.32	0.24
12	130	1.10	0.63	0.55	0.48	0.38	0.28
14	158	1.32	0.77	0.68	0.62	0.47	0.35
16	179	1.49	0.87	0.77	0.68	0.53	0.39
525mA							
02	37	0.30	0.19	0.17	0.16	0.12	0.10
04	70	0.58	0.34	0.31	0.28	0.21	0.16
06	101	0.84	0.49	0.43	0.38	0.30	0.22
08	133	1.13	0.66	0.58	0.51	0.39	0.28
10	171	1.43	0.83	0.74	0.66	0.50	0.38
12	202	1.69	0.98	0.86	0.77	0.59	0.44
14	232	1.94	1.12	0.98	0.87	0.68	0.50
16	263	2.21	1.27	1.11	0.97	0.77	0.56
700mA							
02	50	0.41	0.25	0.22	0.20	0.15	0.12
04	93	0.78	0.46	0.40	0.36	0.27	0.20
06	134	1.14	0.65	0.57	0.50	0.39	0.29

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

Cree Edge® Series Ambient Adjusted Lumen Maintenance ¹					
Ambient	Initial LMF	25K hr Reported ² LMF	50K hr Reported ² LMF	75K hr Estimated ³ LMF	100K hr Estimated ³ LMF
5°C (41°F)	1.04	1.01	0.99	0.98	0.96
10°C (50°F)	1.03	1.00	0.98	0.97	0.95
15°C (59°F)	1.02	0.99	0.97	0.96	0.94
20°C (68°F)	1.01	0.98	0.96	0.95	0.93
25°C (77°F)	1.00	0.97	0.95	0.94	0.92

¹ Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

² In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

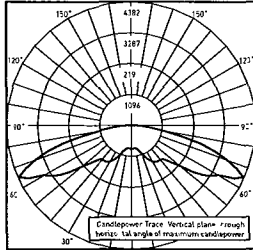
³ Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

Cree Edge® LED Area/Flood Luminaire

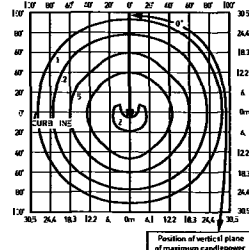
Photometry

All published luminaire photometric testing performed to IESNA LM 79-08 standards To obtain an IES file specific to your project consult http://creelighting.com/products/outdoor/area/cree_edge_series_1

5M



RESTL Test Report # PL09285-001
ARE EDG 5M ** 06 E UL 700 40K
Initial Delivered Lumens 13 136









ARE EDG-5M ** 10-E UL-525-40K
Mounting Height 25 (7.6m) A.F.G
Initial Delivered Lumens 18,413
Initial FC at grade










Type V Medium Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens	BUG Ratings** Per TM-15 11	Initial Delivered Lumens*	BUG Ratings Per TM-15-11
350mA				
02	2,631	B2 U0 G1	2 683	B2 U0 G1
04	5 262	B3 U0 G1	5,367	B3 U0 G1
06	7,804	B3 U0 G2	7 958	B3 U0 G2
08	10,405	B4 U0 G2	10 611	B4 U0 G2
10	12 975	B4 U0 G2	13 232	B4 U0 G2
12	15 570	B4 U0 G3	15,878	B4 U0 G3
14	18,049	B4 U0 G3	18,407	B4 U0 G3
16	20,628	B5 U0 G3	21 037	B5 U0 G3
525mA				
02	3 734	B2 U0 G1	3,812	B2 U0 G1
04	7,468	B3 U0 G2	7 625	B3 U0 G2
06	11 074	B4 U0 G2	11 306	B4 U0 G2
08	14,766	B4 U0 G2	15 075	B4 U0 G3
10	18,413	B4 U0 G3	18 799	B4 U0 G3
12	22,096	B5 U0 G3	22,558	B5 U0 G3
14	25 615	B5 U0 G3	26 151	B5 U0 G3
16	29 274	B5 U0 G3	29,887	B5 U0 G3
700mA				
02	4,407	B3 U0 G1	4,497	B3 U0 G1
04	8,814	B3 U0 G2	8,993	B3 U0 G2
06	13,070	B4 U0 G2	13,336	B4 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight Uplight Glare) Rating visit <https://www.es.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

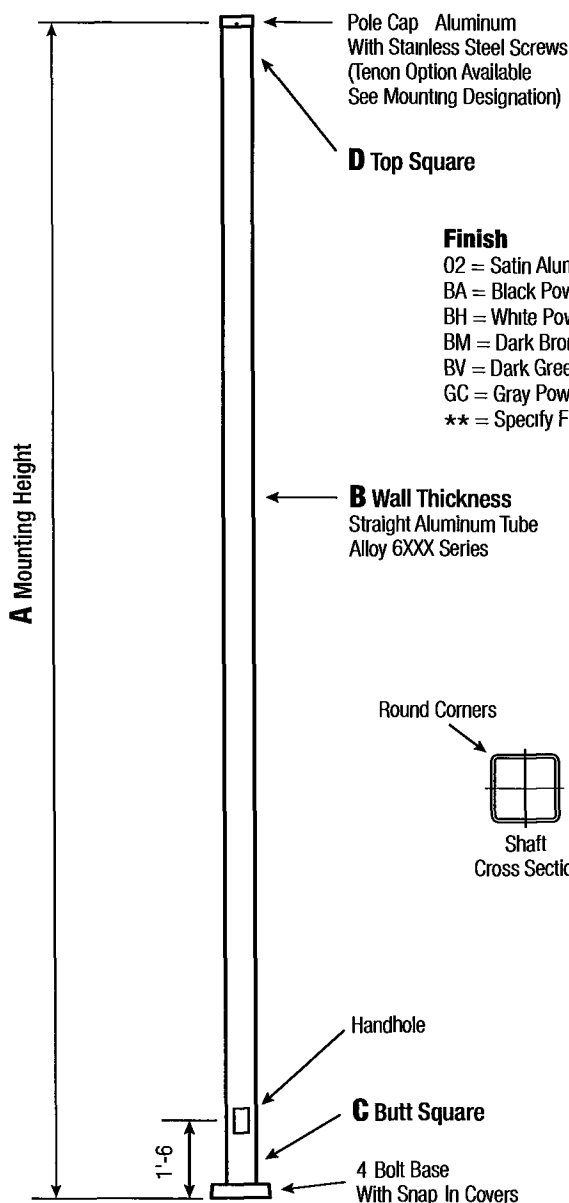
Luminaire EPA

Fixed Arm Mount – ARE-EDG-DA						
LED Count (x10)	Single	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
						
02	0.60	0.87	1.20	1.47	1.47	1.75
04	0.60	0.87	1.20	1.47	1.47	1.75
06	0.60	0.92	1.20	1.51	1.51	1.83
08	0.60	0.96 N/A with 3 poles	1.20	1.55 N/A with 3 poles	1.55	1.91 N/A with 3 poles
10	0.60	1.00 N/A with 3 poles	1.20	1.60 N/A with 3 poles	1.60	2.00 N/A with 3 poles
12	0.60	1.04 N/A with 3 poles	1.20	1.64 N/A with 3 poles	1.64	2.08 N/A with 3 poles
14	0.60	1.08 N/A with 3 or 4 poles	1.20	1.68 N/A with 3 or 4 poles	1.68	2.16 N/A with 3 or 4 poles
16	0.60	1.12 N/A with 3 or 4 poles	1.20	1.72 N/A with 3 or 4 poles	1.72	2.24 N/A with 3 or 4 poles
Fixed Arm Mount – ARE-EDG-DL						
02	0.75	1.02	1.50	1.77	1.77	1.91
04	0.75	1.02	1.50	1.77	1.77	1.91
06	0.75	1.07	1.50	1.82	1.82	1.98
08	0.75	1.11	1.50	1.86	1.86	2.04
10	0.75	1.15	1.50	1.90	1.90	2.10
12	0.75	1.19	1.50	1.94	1.94	2.16
14	0.75	1.23	1.50	1.98	1.98	2.22
16	0.75	1.27	1.50	2.02	2.02	2.28

Adjustable Arm Mount – ARE-EDG-AA/FLD-EDG-AA/SA									
LED Count (x10)	Single	2 @ 90°	2 @ 180°	In-Line 2 @ 180°	3 @ 90°	3 @ 120°	In-Line 3 @ 180°	4 @ 90°	In-Line 4 @ 180°
									
	Vertical PB 1A* PT 1 PW-1A3** Horizontal By others	Vertical PB 2A* PB 2R2.375 PW 2A3** Horizontal PD 2A4(90) PT 2(90)	Vertical PB 2A* PB 2R2.375 PW 2A3** Horizontal PD 2A4(180) PT 2(180)	Vertical PB 2A* PB 2R2.375	Vertical PB-3A* PB-3R2.375 Horizontal PD-3A4(90) PT-3(90)	Vertical PB-3A* PB 3R2.375 Horizontal PT-3(120)	Vertical PB-3A* PB-3R2.375	Vertical PB-4A*(90) PB-4R2.375 Horizontal PD-4A4(90) PT-4(90)	Vertical PB-4A*(180) PB-4R2.375
0° Tilt									
02	0.66	0.98	1.32	1.32	1.77	1.64	1.98	1.91	2.64
04	0.66	0.98	1.32	1.32	1.64	1.64	1.98	1.97	2.64
06	0.66	1.02	1.32	1.32	1.68	1.68	1.98	2.05	2.64
08	0.66	1.07	1.32	1.32	1.80	1.72	1.98	2.29	2.64
10	0.66	1.11	1.32	1.32	1.76	1.76	1.98	2.21	2.64
12	0.66	1.15	1.32	1.32	1.80	1.80	1.98	2.29	2.64
14	0.66	1.19	1.32	1.32	1.84	1.84	1.98	2.38	2.64
16	0.66	1.23	1.32	N/A	1.89	1.89	N/A	2.46	N/A

* Specify pole size 3 [3 | 4 [4 | 5 [5 |] or 6 [6 |] for single, double or triple luminaire orientation or 4 [4 | 5 [5 |] or 6 [6 |] for quad luminaire orientation

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size 3 [3 | 4 [4 | 5 [5 |] or 6 [6 |]

SSA**Square Straight Aluminum Pole
No Arm — 4-Bolt Base**

WARNING:
Do not install light pole without luminaire

Satin Aluminum or Powder Coated
Finish per Customer Specification

A Mtg. Hgt.	B Wall Thickness	C Butt Square	TOTAL Lum. WEIGHT	MAXIMUM EPA					OLD CAT. NUMBER	CATALOG NUMBER
20	0.125"	4	40	90	100	110	120	130	11-183	SSA20B4-4-**

C Butt Sq.	D Top Sq.	F Bolt Cir. Dia.	G Base Sq.	H Bolt Proj.	I Bolt Size
4	4	8.5 - 9.5	9.875	1.5	.75 x 17 x 3

Dimensions in Inches

CUSTOMER NAME:

PROJECT:

LOCATION:

NOTES:

QUANTITY:

SSA20B4-4

CATALOG NUMBER

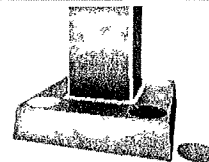
FINISH

Pole

The pole shaft will be constructed of seamless extruded tube of 6XXX Series Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld.

Base Style

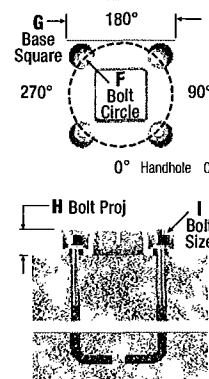
4-Bolt Cast Aluminum
Base Flange of Alloy
356-T6 with Aluminum
Snap-In Bolt Covers

**Handhole**

2" x 4" Handhole with curved Lap Style Aluminum Door and two (2) Stainless Steel Self-Tapping Attaching Screws. A Grounding Provision incorporating a tapped 11/4" 20NC hole is provided opposite the Handhole.

Anchorage

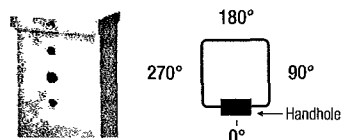
Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153. Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.

**Vibration Damper**

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

Mounting Designation

Side Drill Mount - For Side Drill Mount applications specify luminaire type, quantity and orientation. A luminaire drilling template must be supplied at time of order.

**Tenon Mount**

For Tenon Mount applications specify both Tenon diameter (2 3/8", 2 7/8", 3.5", etc.) and length (3", 4", etc.).



EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.

hapco
pole products

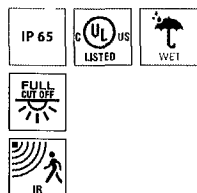
26252 Hillman Highway
Abingdon, VA 24210
800 368 7171
www.hapco.com

MIMIK 10 BOLLARD



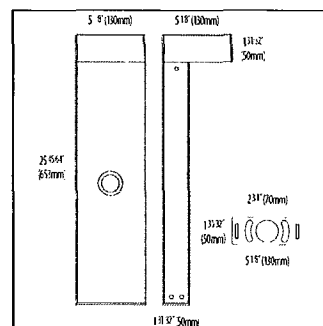
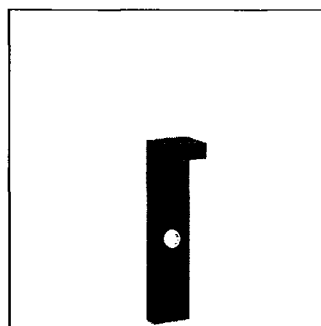
in⁴⁰

MIMIK 10 BOLLARD 600 SENSOR



Landscaping LED bollard luminaire comprising

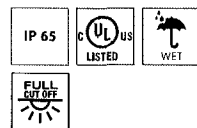
- Painted die cast aluminium housing and cover
- Painted extruded aluminium pole
- Powder polyester painting process optimized against UV rays in 13 different steps
- Tempered glass diffuser, printed
- Reflector in satin finish pure aluminium (Al 99 98)
- Silicone gasket
- Stainless steel locking screws
- Base plate included
- Version is available with low and line voltage passive infrared fixture integrated motion sensor (Wattstopper)
- Complying with the recommendations for glare control and upward light pollution



- AN-96 / IRON GRAY / TEXTURED
- GR-94 / ALUMINUM METALLIC / TEXTURED
- On request
- RB-10 / IRON RUST (BRONZE) / TEXTURED
- WH-87 / WHITE / TEXTURED
- BK-81 / TEXTURED BLACK / TEXTURED

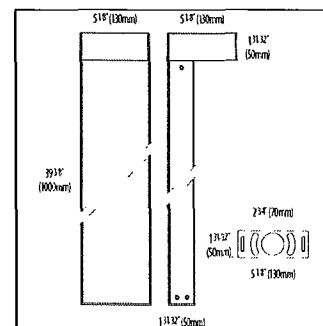
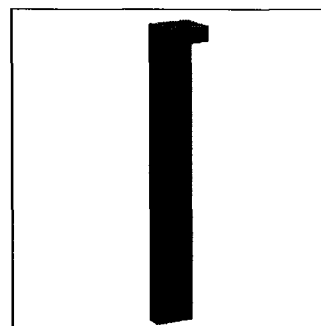
LAMP/OLDER	POWER	VOLTAGE	CRI	KELVIN	OPTIC TYPE	OPTIC BEAM	LIGHTSOURCE LUMEN OUTPUT	LUMINAIRE LUMEN OUTPUT	L	B	LIFETIME	FINISH	PART NUMBER
HIGH POWER LEDS 120/277 V													
LED	11 W	120/277V	70	3000			1006 lm	744 lm	10		60000 h	●	071820
LED	11 W	120/277V	70	4000			1075 lm	915 lm	10		60000 h	●	071824
LED	11 W	120/277V	70	3000			1006 lm	744 lm	10		60000 h	○	071818
LED	11 W	120/277V	70	4000			1075 lm	915 lm	10		60000 h	○	071822

MIMIK 10 BOLLARD 1000



Landscaping LED bollard luminaire comprising

- Painted die-cast aluminium housing and cover
- Painted extruded aluminium pole
- Powder polyester painting process optimized against UV rays in 13 different steps
- Tempered glass diffuser, printed
- Reflector in satin finish pure aluminium (Al 99 98)
- Silicone gasket
- Stainless steel locking screws
- Base plate included
- Complying with the recommendations for glare control and upward light pollution



- AN-96 / IRON GRAY / TEXTURED
- GR-94 / ALUMINUM METALLIC / TEXTURED
- On request
- RB-10 / IRON RUST (BRONZE) / TEXTURED
- WH-87 / WHITE / TEXTURED
- BK-81 / TEXTURED BLACK / TEXTURED

LAMP/OLDER	POWER	VOLTAGE	CRI	KELVIN	OPTIC TYPE	OPTIC BEAM	LIGHTSOURCE LUMEN OUTPUT	LUMINAIRE LUMEN OUTPUT	L	B	LIFETIME	FINISH	PART NUMBER
HIGH POWER LEDS 120/277 V													
LED	11 W	120/277V	70	3000			1006 lm	744 lm	10		60000 h	●	071812
LED	11 W	120/277V	70	4000			1075 lm	915 lm	10		60000 h	●	071816
LED	11 W	120/277V	70	3000			1006 lm	744 lm	10		60000 h	○	071804
LED	11 W	120/277V	70	4000			1075 lm	915 lm	10		60000 h	○	071814

PROVIDE WITH OPTIONAL BASE PLATE

Date _____ Customer _____
 Project _____
 Type _____ Qty _____

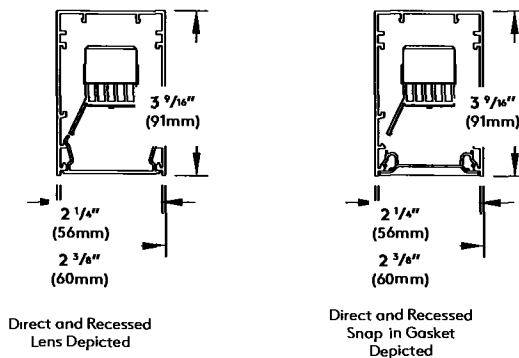
selux

M60
 LED Direct
 Wet Location



Order Code: L60W

L60W	Series	L60W M60 LED Direct Wet Location												
Light Engine	1B45 ^{1,2,3} 789lm/11 1W per foot	1B40 ^{1,2,3} 713lm/9 8W per foot	1B35 ¹ 628lm/8 6W per foot	1B30 ^{1,2} 536lm/7 2W per foot	1B25 ^{1,2} 481lm/6.4W per foot	1B20 ^{1,2} 363lm/4 7W per foot	¹ Values calculated from a 4' fixture at 4000K using LW Shielding and DIM driver For additional information please see page 2 ² Available starting at 2' and up. ³ Not available with Lutron.							
CCT	27 2700K	30 3000K	35 3500K	40 4000K										
Shielding	LW LED Optimized white lens	MI ⁴ Clear Lens with Microprism	NB ⁴ LMO Symmetric	A2 ⁴ LMO Asymmetric 20° Wall Washer	A5 ⁴ LMO Asymmetric 5° Wall Grazer	BW ⁴ LMO Batwing	⁴ See page 2 for details							
Mounting	RS Rigid Stem Mount	W Wall Mount	F Surface Mount	VF Vertical Surface Mount										
Nominal Fixture Length	01* 1 ft	02 2 ft	03 3 ft	04 4 ft	05 5 ft	06 6 ft	07 7 ft	08 8 ft	09 9 ft	10 10 ft	11 11 ft	12 12 ft	XX Runs (over 12') round up to the nearest foot and replace the 'xx' with the # (i.e 13=13' nominal)	
	^{*1} fixture only available with 1B35 light engine Individual fixtures and Runs are supplied in nominal lengths to ensure full, even, illumination See pages 2 through 6 for additional details.													
Finish	WH White	BK Black	BL Semi Matte Black	SV Silver	SP Specify Premium Color	Custom colors are available, Please consult factory								
Voltage	120 120 Volt	277 277 Volt	UNV 120 through 277 50/60hz capable	347 ⁵ 347V (consult factory)	⁵ 347V not available with EM internal battery option									
Driver	DIM ⁶ 0-10V (Linear)	DM ^{6,7,10} eLdLED SOLOdrive 0-10V (Linear)	DML ^{6,7,10} eLdLED SOLOdrive 0-10V (Logarithmic)	DMD ^{6,7,10} eLdLED DALI (Logarithmic)	DC2 ^{6,7,8,9} Lutron 2-Wire	DE1 ^{6,7,9} Lutron 5-Series	DC5 ^{7,9} Lutron Eco-System ⁴ (consult factory)	⁶ See page 7 for full details ⁷ Not available for 1' length ⁸ 120V only ⁹ Not available with 1B45 or 1B40 ¹⁰ EM option not available n 4' length						
Fixture Options	FS ¹¹ In-line Fuse	SS ¹¹ Separate Switching	TR ¹¹ Tamper Resistant ¼ End Cap	EFC 1/2 Conduit End Feed (consult factory)	¹¹ See page 8 for full details and restrictions									
Emergency Options	EC ^{13,14} Emergency Circuit Wiring	EMR ¹⁴ Remote Micro Inverter (consult factory)	EM ^{13,14,15} Integral EM battery pack	¹³ See page 8 for full details and restrictions ¹⁴ For EM with sensors please consult factory ¹⁵ 4' available with DIM driver only. 2' available with all driver options.										



Construction:

Housing - Continuous, low copper 6063 T6 extruded aluminum profile with aluminum endcaps, available as Individual fixtures (up to 12') or Runs

Geartray - Low copper 6063 T6 extruded aluminum profile

Shielding - Extruded, impact resistant acrylic lens

LED Optimized White Lens (LW)
Clear Lens with Microprism (MI)

* Please note that the snap-in cover is a frosted acrylic, and will not match the visual appearance of the MI Lens

"LMO" refers to the Selux proprietary LED optical system - Light modulation optics. These lenses are offered in M60 behind a Satine Lens for even illumination and comfortable lit appearance

"LMO" symmetric lens (NB)

"LMO" Asymmetric 20° wall washer (A2)

- "LMO" Asymmetric 5° wall grazer (A5)

- "LMO" Batwing (BW)

Gasketing - Frosted acrylic snap-in cover at ends and each joint, combined with transmissive gasket ensures ease of installation and a clean, illuminated surface

*Housings other than White may have additional shadowing at the cover plates

Tamper Resistant - Aluminum plates with gasket and tamper resistant hardware replaces the snap in cover at ends and joints. Painted housing color by default

Mounting(s) - Ø3/8" Rigid Steel Stem (RS), Wall Bracket (W), Surface mount (VF or F mountings). See pages 2 through 6 for details. ** Stem and Wall mountings may not be symmetrical for Runs due to the use of modular housing lengths. If symmetrical suspensions are required please consult the factory. Surface mount on wall in vertical position only (VF)

Standard Luminaire lengths - All standard luminaires are supplied in nominal lengths to ensure full, even, illumination. Runs are available in approximately 1/4" increments starting at the nominal 12' fixture length. ** Individual luminaires are not joinable in the field

Exact Luminaire lengths - Individual luminaires and Runs are available in exact lengths to meet your project needs. Please consult factory with your requirements. ** Lens luminance may soften at the very ends of the straight sections for exact length luminaires

L60W Joiner(s) - Runs are supplied in multiple housings that are joined together in the field using the supplied L60W Joiner System. This allows ease of installation and ensures a uniform appearance (see page 8 for detail)

Weight: 2.4 lb. per foot

Electrical/Performance:

LED Light Engine - Brand name mid power LEDs create a high efficiency LED light engine able to provide a lumen maintenance of 96% at 25,000 hours and 92% at 60,000 hours at 25°C per TM 21 reports. Reported L70 greater than 60,000 hours

Delivered Lumens - Due to LED manufacturer's tolerances the listed output has a ±5% tolerance. For outputs based on different shielding or CCT please see photometry section at the end

CCT - Available in 2700K, 3000K, 3500K and 4000K, tolerance within a 3-step MacAdam ellipse

CRI - Min 90

All Drivers - High efficiency, constant current, soft start, Electronic Class 2 with a PFC>0.90. For more detailed information on the available drivers please see page 7

Emergency - There are multiple emergency options available: emergency circuit, remote micro inverter, and integral battery pack. All options compliant with UL 924 listed emergency luminaire. Please consult factory for use of sensors with emergency options. For more details on EC and EM options, see page 8

Thermal Performance:

Ambient Operating Temperature - Luminaires suitable for maximum ambient temperature of 35°C (95°F) for all drivers. Luminaires are suitable for minimum ambient temperatures of -40°C (-40°F) for DIM, DM, DML, and DMD drivers. 0°C (32°F) for DC2 and DE1 drivers

Luminaire Finish:

Powder Coat - All Selux luminaires are finished in high quality polyester powder coating in our Tiger Drylac certified facility and are tested in accordance with test specifications for coatings from ASTM and PCI

All products undergo a five stage intensive pretreatment process where product is thoroughly cleaned, phosphated, and sealed. Selux powder coated products provide excellent salt and humidity resistance as well as ultra violet resistance for color retention

Standard interior colors are White (WH), Black (BK), Semi-Matte Black (BL), and Silver (SV). Selux premium colors (SP) are available, please specify from your Selux color selection guide. Housing colors other than White may have additional shadowing at the cover plates

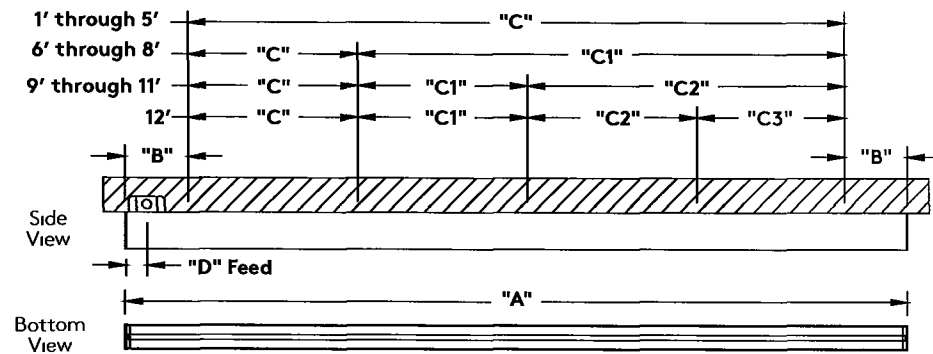
Warranty:

5 Year Limited LED Luminaire Warranty - Selux offers a 5 Year Limited Warranty to the original purchaser that the M60 series LED luminaire shall be free from defects in material and workmanship for up to five (5) years from date of shipment. This limited warranty covers the LED driver and LED light engine when installed according to Selux instructions and operated within the Ambient Temperature. For additional details and exclusions, see "Selux Terms and Condition of Sale"

Certifications and Compliance:

NRTL - For Dry, Damp, and Wet location (IEC, ULus, cCSAus)
Suitable for stem mount, surface mount (including vertical wall mount and wall mount) for wet locations
ADA Compliant
ARRA Compliant
RoHS Compliant

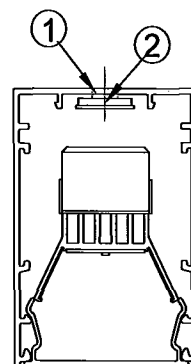
Surface Mounting (F) - 1' to 12'



Surface Mount (F) Dimensions														
Nominal Length	"A" Housing Length		* "B" (Ref) End Suspensions		"C" Mid Suspension		"C1" Mid Suspension		"C2" Mid Suspension		"C3" Mid Suspension		"D" Feed Location	
	Feet/Inch	MM	Feet/Inch	MM	Feet/Inch	MM	Feet/Inch	MM	Feet/Inch	MM	Feet/Inch	MM	Feet/Inch	MM
01 (1 ft)	1 - 3/16	313	0 1 3/8	41	0 9 3/8	231	N/A		N/A		N/A		0 4 3/8	105
02 (2 ft)	2 1/4	616	0 1 3/8	41	1 9	534	N/A		N/A		N/A		0 4 3/8	105
03 (3 ft)	3 3/16	923	0 6 3/8	156	2 1/8	612	N/A		N/A		N/A		0 2 3/8	54
04 (4 ft)	3 11 1/16	1205	0 6 3/8	156	2 11 3/16	894	N/A		N/A		N/A		0 2 3/8	54
05 (5 ft)	4 11 1/16	1510	0 - 6 3/8	156	3 11 1/16	1199	N/A		N/A		N/A		0 2 3/8	54
06 (6 ft)	5 11 1/16	1815	0 6 3/8	156	3	914	1 11 3/16	590	N/A		N/A		0 2 3/8	54
07 (7 ft)	6 11 1/16	2119	0 6 3/8	156	3	914	2 11 3/16	894	N/A		N/A		0 2 3/8	54
08 (8 ft)	7 11 1/16	2424	0 6 3/8	156	3	914	3 11 3/16	1199	N/A		N/A		0 2 3/8	54
09 (9 ft)	8 11 1/16	2729	0 6 3/8	156	3	914	3	914	1 11 3/16	590	N/A		0 2 3/8	54
10 (10 ft)	9 11 1/16	3034	0 6 3/8	156	3	914	3	914	2 11 3/16	894	N/A		0 2 3/8	54
11 (11 ft)	10 11 1/16	3338	0 6 3/8	156	3	914	3	914	3 11 3/16	1199	N/A		0 2 3/8	54
12 (12 ft)	11 11 1/16	3643	0 6 3/8	156	3	914	3	914	3	914	1 11 3/16	590	0 2 3/8	54

*Dimension(s) rounded to the nearest 1/16 with a ± 1/16 (1mm) tolerance

Surface Mount (F)



- 1 Ø3/16 Mounting hole drilled at the factory (mounting hardware to code by others)
- 2 1/4 20 sealing washer (supplied by Selux, installed by others)

*Please note Fixture does not cover a 4x4 J-box

Drivers:

0-10V linear dimming (DIM)

Luminaires supplied with drivers offering the capability of either normal switched operation or 0-10V dimming for linear dimming curve. Fixtures ship wired for dimming. For on/off functionality, simply cap the dimming leads. Minimum dimming level preset at factory to 1%. (Due to size constraints, 1' luminaires are supplied with a driver from a different manufacturer than 2' and above luminaires. For details, please consult factory.)

eldoLED SOLOdrive 0-10V linear dimming (DM)

Luminaires supplied with SOLOdrive 0-10V dimming driver for linear dimming curve. Minimum dimming level preset at factory to 1%. For "dim to dark" (down to 0.1%), please consult factory.

eldoLED SOLOdrive 0-10V logarithmic dimming (DML)

Luminaires supplied with SOLOdrive 0-10V dimming driver for logarithmic dimming curve. Minimum dimming level preset at factory to 1%. For "dim to dark" (down to 0.1%), please consult factory.

eldoLED SOLOdrive DALI dimming (DMD)

Luminaires supplied with SOLOdrive DALI dimming driver for logarithmic dimming curve. Minimum dimming level preset at factory to 1%. For "dim to dark" (down to 0.1%), please consult factory.

*For control recommendations for eldoLED drivers, please consult eldoLED.

LUTRON 2-wire dimming (DC2)

Luminaires supplied with Hi-lume 2-wire dimming driver (120V only) programmed for Constant Current Reduction (CCR). For Pulse Width Modulation (PWM) dimming, please consult factory. Minimum dimming level down to 1%.

LUTRON Ecosystem dimming (DE1)

Luminaires supplied with Hi Lume EcoSystem (4-wire, digital link) dimming driver programmed for Constant Current Reduction (CCR). For Pulse Width Modulation (PWM) dimming, please consult factory. Minimum dimming level down to 1% with SoftOn/FadeToBlack.

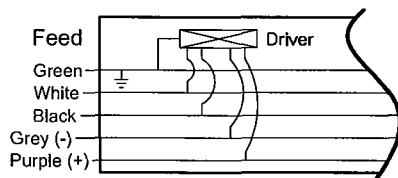
*For control recommendations and system layout for Lutron drivers, please contact Lutron.

Driver Quantity													
	1 ft	2 ft	3 ft	4 ft	5 ft	6 ft	7 ft	8 ft	9 ft	10 ft	11 ft	12 ft	RUN
DIM	1	1	1	1	2	2	2	2	3	3	3	3	Approximately 1 driver per 4 ft
DM DML, and DMD drivers	N/A	1	1	1	1	1	2	2	2	2	3	3	Approximately 1 driver per 4 ft
DC2 and DE1 drivers	N/A	1	1	1	2	2	2	2	3	3	3	3	Consult Factory

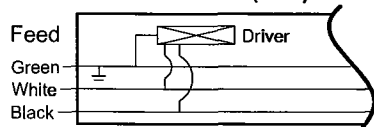
*For inrush and control current, please refer to the driver manufacturers' spec sheets.

Wiring Diagrams

0-10V linear (DIM)
0-10V linear eldoLED SOLOdrive (DM)
0-10V logarithmic eldoLED SOLOdrive (DML)
DALI eldoLED SOLOdrive (DMD)
Philips SR DALI (SR)

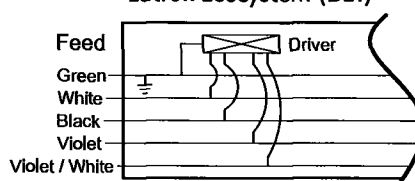


Lutron 2-Wire (DC2)



Standard Wiring supplied for all drivers	Green = Ground White = Neutral Black = Hot
- The following wire(s) are in addition to the standard above	
DIM, DM, DML, DMD & SR	Gray = () DALI or 0-10V Dimming Control Purple = (+) DALI or 0-10V Dimming Control
DC2	No additional wires
DE1	Violet = "E1" Digital Link Dimming Control Violet/White = "E2" Digital Link Dimming Control

Lutron EcoSystem (DE1)



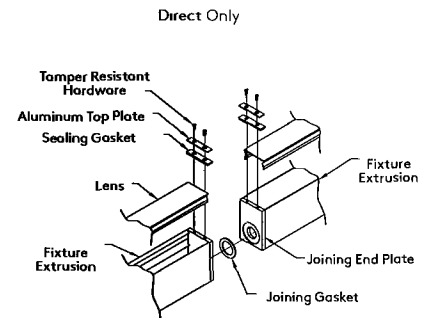
Fuse (FS) - Fusing, luminaires supplied with a in-line fuse located on the hot wire for each feed (supplied with an 8A slow burn fuse)

Separate Switching (SS) - Luminaires available with separately switched 4' (nominal) sections starting at 7' and up. Luminaire is intended to be wired to the same panel/breaker (not intended for Emergency use)

- To specify this option, the number of separately switched sections and locations of these sections must be provided at time of order

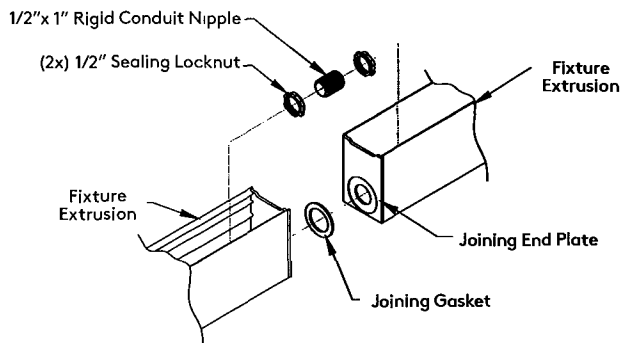
* If the project requires different separate switching than outlined above please consult the factory

Tamper Resistant (TR)



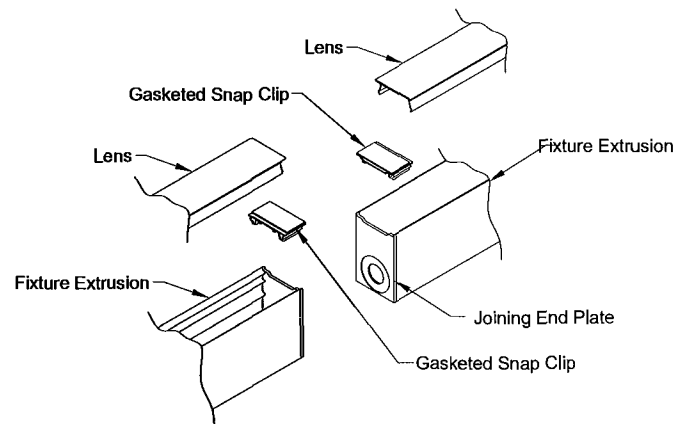
Joiner System - standard for Runs

L60W Joining Detail



Snap-In Cover and Gasket

L60W Lens and Gasketed Snap Clip Detail



Emergency Circuit (EC) - Luminaires with EC option compliant to UL 924 listed emergency luminaire. EC luminaires are intended to be wired to separate panels/breakers for emergency use

- For 1' to 6' nominal luminaires, the entire fixture is wired for operation on emergency circuit

- For 7' and up nominal luminaires, the first 4' nominal length is wired for operation by a separate EM circuit by default to meet the required "Life Safety Code" (NFPA 101)

*If a different configuration is needed please consult the factory

*For EC with sensors, please consult factory

Emergency Battery (EM) Luminaires with EM option are provided with factory installed emergency battery. In the event of an emergency, EM battery will illuminate a nominal 4' section at 12W (constant) for 90 minutes (250C). Recharge time of 24 hours. If a different configuration is needed, please consult factory

The emergency battery pack is located integral to fixture and available in nominal 4' fixtures with DIM driver only. Fixtures ≥6' available with all driver options. Emergency option will illuminate the first nominal 4' section of fixture. For fixtures >12' or if a different configuration is needed, please consult factory

*Emergency battery option is UNV for use with 120/277V and is not available for 347V

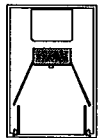
*For EM with sensors, please consult factory

M60
LED Direct
Wet Location

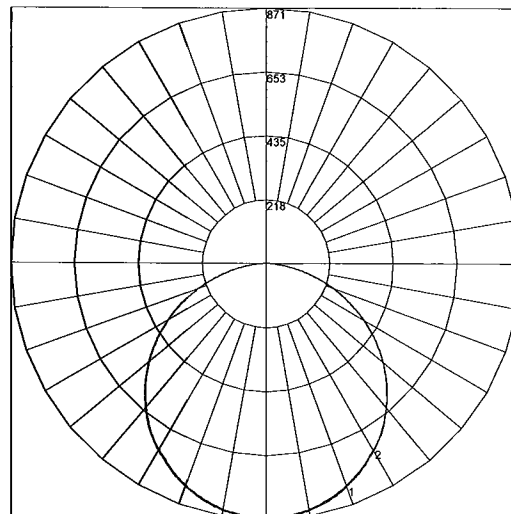
selux

Photometry

LW Optics / 34W LED / 4000K CCT

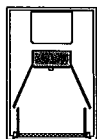


Catalog # L60 1B35 40 LW X 04 XX UNV
Report # 11685012 01
Delivered Lumens 2510
Input Watts 34 4177W
Efficacy 73
CCT 3926K
CRI 84 1

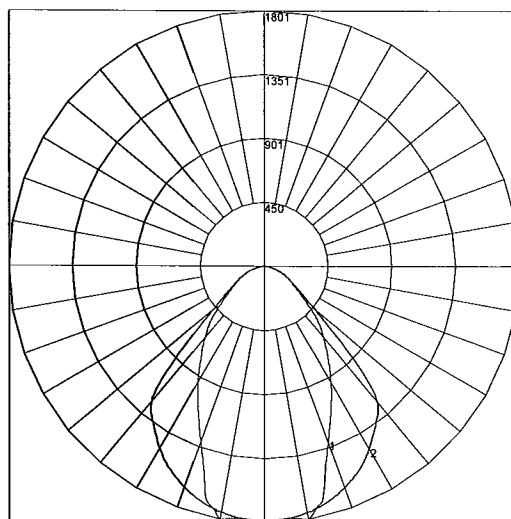


Maximum Candela 870.7 Located At Horizontal Angle = 90, Vertical Angle 5
1 Vertical Plane Through Horizontal Angles (90 270)
2 Vertical Plane Through Horizontal Angles (0 180)

MI Optics / 35W LED / 4000K CCT



Catalog # L60 1B35 40 MI X 04 XX UNV
Report # 11685012 05
Delivered Lumens 2908
Input Watts 34 3932W
Efficacy 85
CCT 3926K
CRI 84 1



Maximum Candela 1801 Located At Horizontal Angle 90, Vertical Angle 9.5
1 Vertical Plane Through Horizontal Angles (90 270)
2 Vertical Plane Through Horizontal Angles (0 180)

L60 LED Photometry Multiplier Table	
CCT Multiplier	
4000K	1.000
3500K	0.972
3000K	0.963
2700K	0.931

CCT and CRI multipliers apply to the photometry, IES files and per foot values listed on page one (light engine)

Light engine multiplier supplied for per foot values listed on page one (light engine)

Wall luminaires with directed light



FS12

Housing: One piece die cast aluminum supplied with universal mounting bracket for direct attachment to 3½" or 4" octagonal wiring box. Die castings are marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy.

Enclosure: One piece die-cast aluminum cover frame secured by captive socket head, stainless steel screws threaded into stainless steel inserts. Semi specular, anodized aluminum internal reflector. Stippled tempered clear glass. Fully gasketed for weather tight operation using a molded silicone rubber O-ring gasket.

Electrical: 17.9W LED luminaire, 22.9 total system watts, -30°C start temperature. Integral 120V through 277V electronic LED driver, 0-10V dimming. LED module(s) are available from factory for easy replacement. Standard LED color temperature is 3000K with an 90 CRI. Available in 4000K (90 CRI), add suffix K4 to order.

Note: LEDs supplied with luminaire. Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA US. For the most current technical data, please refer to www.bega-us.com.

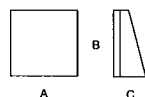
Finish: All BEGA standard finishes are polyester powder coat with minimum 3 mil thickness. Available in four standard BEGA colors: Black (BLK), White (WHT), Bronze (BRZ), Silver (SLV). To specify, add appropriate suffix to catalog number. Custom colors supplied on special order.

CSA certified to U.S. and Canadian standards, suitable for wet locations. Protection class IP65.

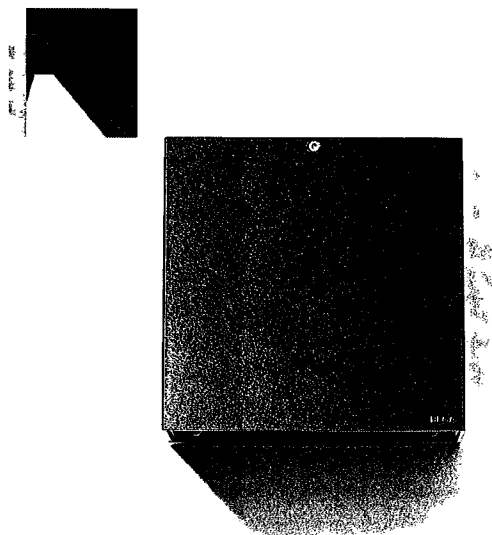
Weight: lbs

Luminaire Lumens: 1893

Type
BEGA Product
Project
Voltage
Color
Options
Modified



Lamp		A	B	C
33 242	ADA 17.9W LED	8	8	3¾



DEMOLITION NOTES

- 1 THE WEST SYCAMORE STREET RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE CITY OF FRANKLIN AND IS SUBJECT TO CHANGE AT ANY TIME PER THE RECOMMENDATION PLAN OF TRAFFIC ENGINEERING AND CIVIL ENGINEERING DEPARTMENTS.
- 2 THE 20TH STREET RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE BOARD OF PUBLIC UTILITIES AND IS SUBJECT TO CHANGE AT ANY TIME PER THE RECOMMENDATION PLAN OF ANY UTILITIES DEPARTMENTS.
- 3 ALL NECESSARY PERMITS REQUIRED FROM THE CITY OF FRANKLIN AND WISDOT FOR WORK ON THE RIGHT-OF-WAY MUST BE OBTAINED PRIOR TO

LEGEND (PROPOSED)

[illegible]


GENERAL NOTES

[illegible]

CITY OF CHICAGO IN REVIEW

02/11/2020

1000



UW Credit Union
Franklin Branch

6811 S 27th Street
Franklin, Wisconsin 53132

KEE
Architecture

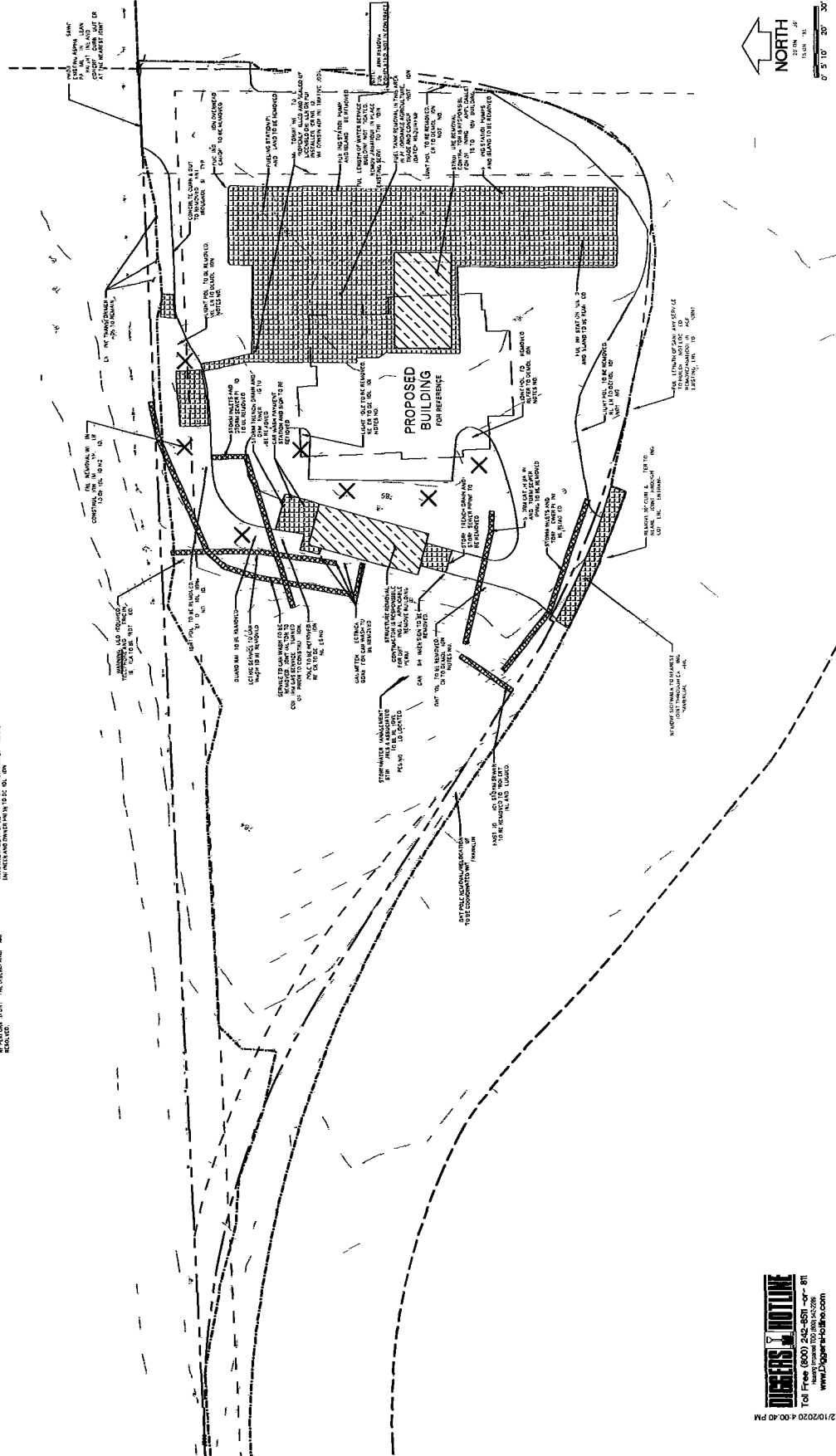
327 WILLIAMSON ST 1 MADISON WI 53703

C100

DEMOLITION PLAN



5' 10' 20' 30'



DIAPERS HOTLINE
Toll Free (800) 242-8511 or 811
Hearing impaired TDD (800) 542-2286
www.DiapersHotline.com

Printed: 2/10/2020 4:00:40 PM

1. THE WEST EYECAMORE STREET RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE CITY OF WILSON AND IS SUBJECT TO CHANGE AT ANY TIME PER THE RECOMMENDATION PLAN OF TRAFFIC ENGINEERING AND CITY ENGINEERING DEPARTMENT.
2. THE SOUTH 27TH STREET RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) AND IS SUBJECT TO CHANGE AT ANY TIME PER THE RECOMMENDATION PLAN OF APPLICANT WISDOT DEPARTMENT.
3. ALL NECESSARY PERMITS REQUIRED FROM THE CITY OF WILSON AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) MUST BE OBTAINED PRIOR TO COMMENCEMENT OF ANY WORK.

[illegible]


LEGEND (PROPOSED)

	PROPERTY BOUNDARY
	BASEMENT
	BUILDING OUT/PRINT
	1" STANDARD CURB AND GUTTER
	1" ELEGIT CURB AND GUTTER
	HAL. W/VA
	CONCRETE VENTURANT
	MAJOR CONTOUR
	MINOR CONTOUR
	TOP OF SLOPE
	SPOT GRADE
	SPOT GRADE

WYSER
ENGINEERING

02/17/2020

REV	DESCRIPTION	DATE
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uw
credit union

W Credit Union
Franklin Branch

5311 S. 27th Street
Franklin, Wisconsin 53132

KEE
Architecture

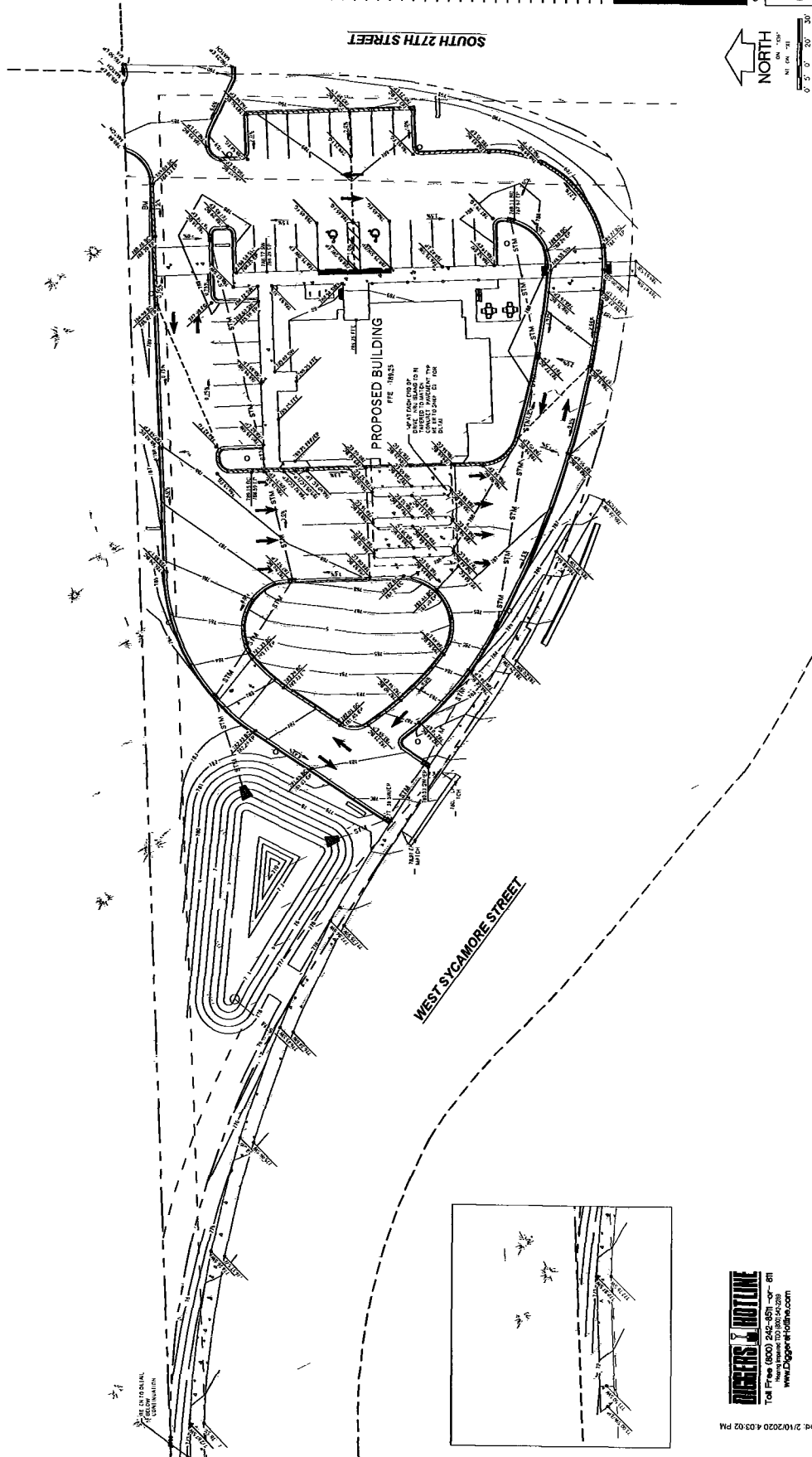
521 WILLIAMSON ST | MADISON WI 53703

C201

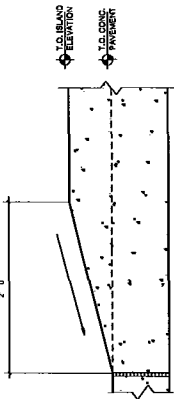
DETAIL GRADING PLAN

DIGGERS HOTLINE
Toll Free (800) 242-8511 or 811
Hearing Impaired TDD (800) 545-2289
www.Digger-at-Hotline.com

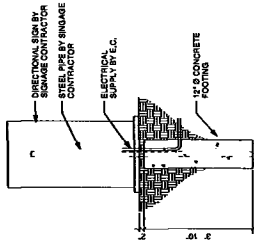
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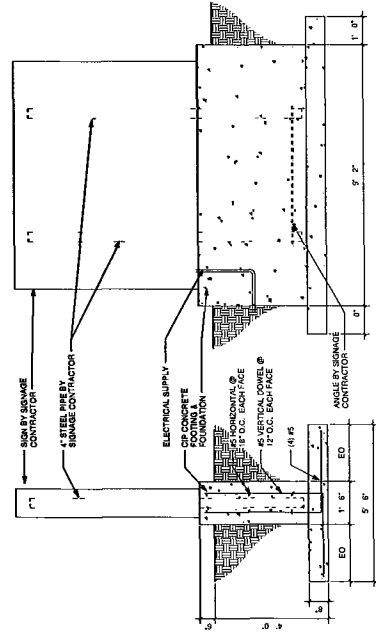
KEYNOTES	
Key Number	Keynote T-101
101-1	STEEL PIPE ROLL-UP WITH ROLL-UP SLEEVE
101-2	TRAFFIC SEALANT
101-3	CONCRETE ISLANDS TO BE INSTALLED BY OTHERS. DIMENSIONS SHOWN TO CENTER OF ISLAND. COORDINATE CENTER OF ISLAND TO CENTER OF DRIVE-UP CURB. FINAL PLACEMENT DETAILS WITH OWNER.
101-4	TRAFFIC SEALANT
101-5	CONCRETE ISLAND
101-6	CONCRETE ISLAND
101-7	CONCRETE ISLAND
101-8	CONCRETE ISLAND
101-9	CONCRETE ISLAND
101-10	CONCRETE ISLAND
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101-100	CONCRETE ISLAND



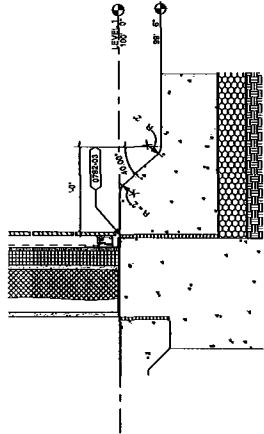
6 CURB @ DRIVE-THRU
C202 1/2" = 1'-0"



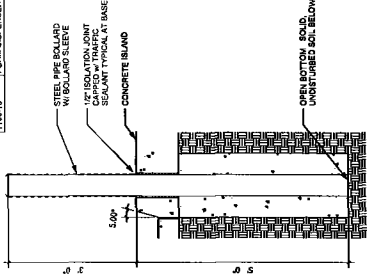
5 SIGN BASE DIRECTIONAL SIGN
C202 1/2" = 1'-0"



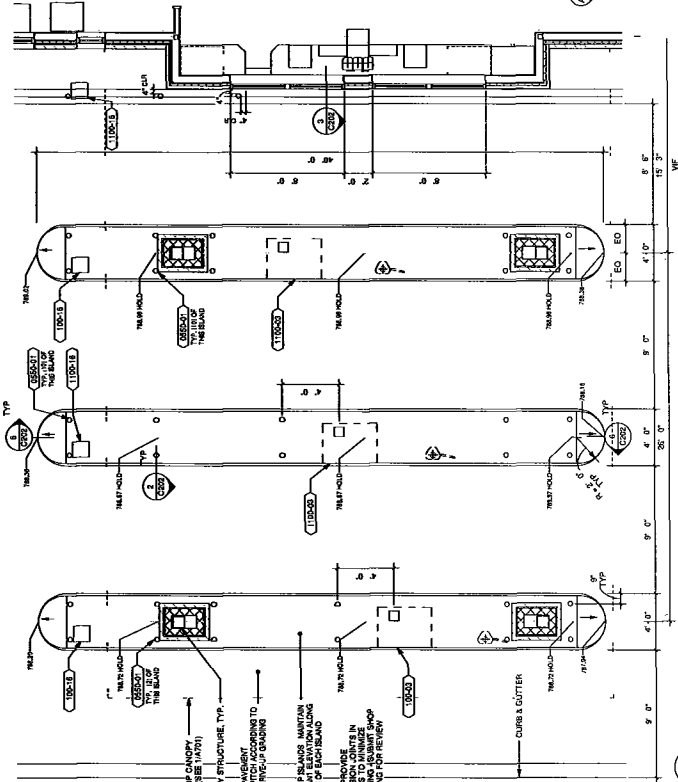
4 SIGN BASE MONUMENT SIGN
C202 1/2" = 1'-0"



3 DRIVE-UP CURB DETAIL
C202 1 1/2" = 1'-0"



2 DRIVE-UP ISLAND DETAIL
C202 3/4" = 1'-0"



1 DRIVE-UP PLAN COORDINATION
C202 1/4" = 1'-0"

CITY OF FRANKLIN REVIEW

02/11/2020

REV DESCRIPTION DATE

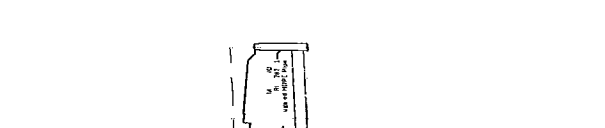
uw credit union
UW Credit Union
Franklin Branch
6811 S 27th Street
Franklin, Wisconsin 53132

KEE
architecture

607 WILMINGTON ST | MADISON WI 53703

C202

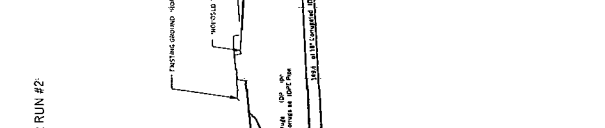
ENLARGED DRIVE-UP
PLAN AND DETAILS



7-10896-2

Q-ONE GROUP

371



ER RUN #3

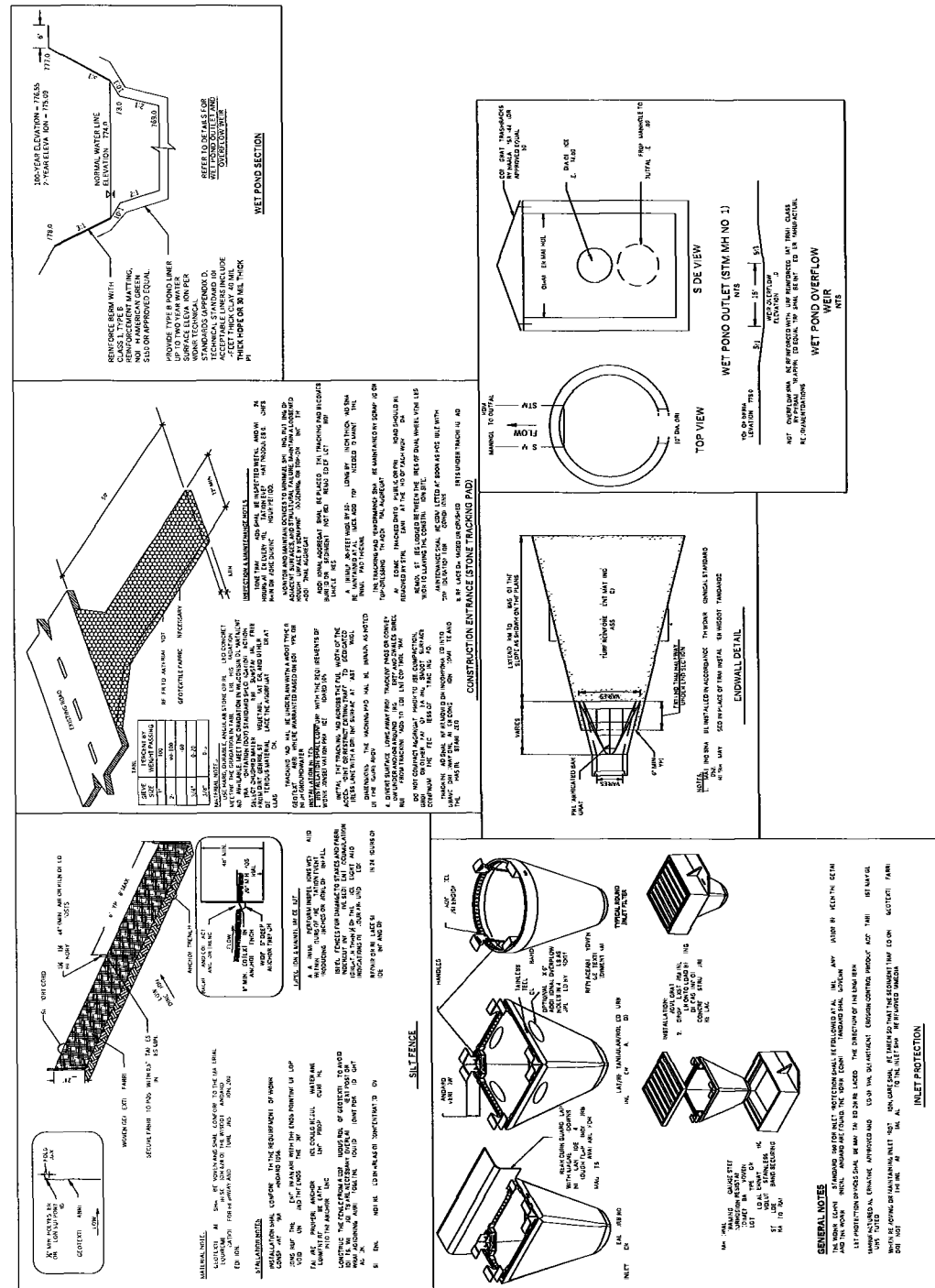


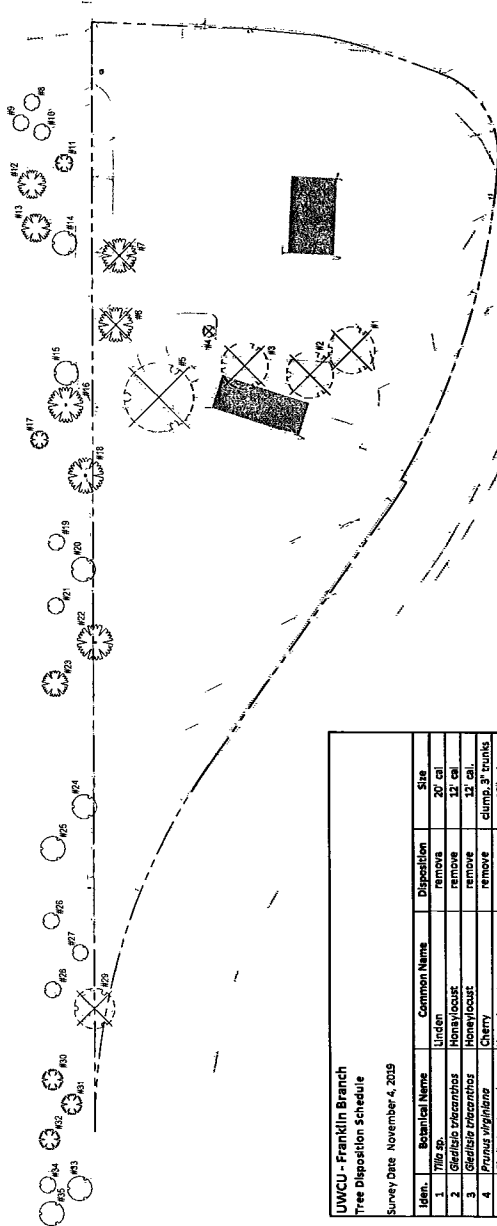
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2X- NO A?

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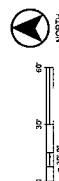
8811 S 27th Street
Franklin, Wisconsin 53132

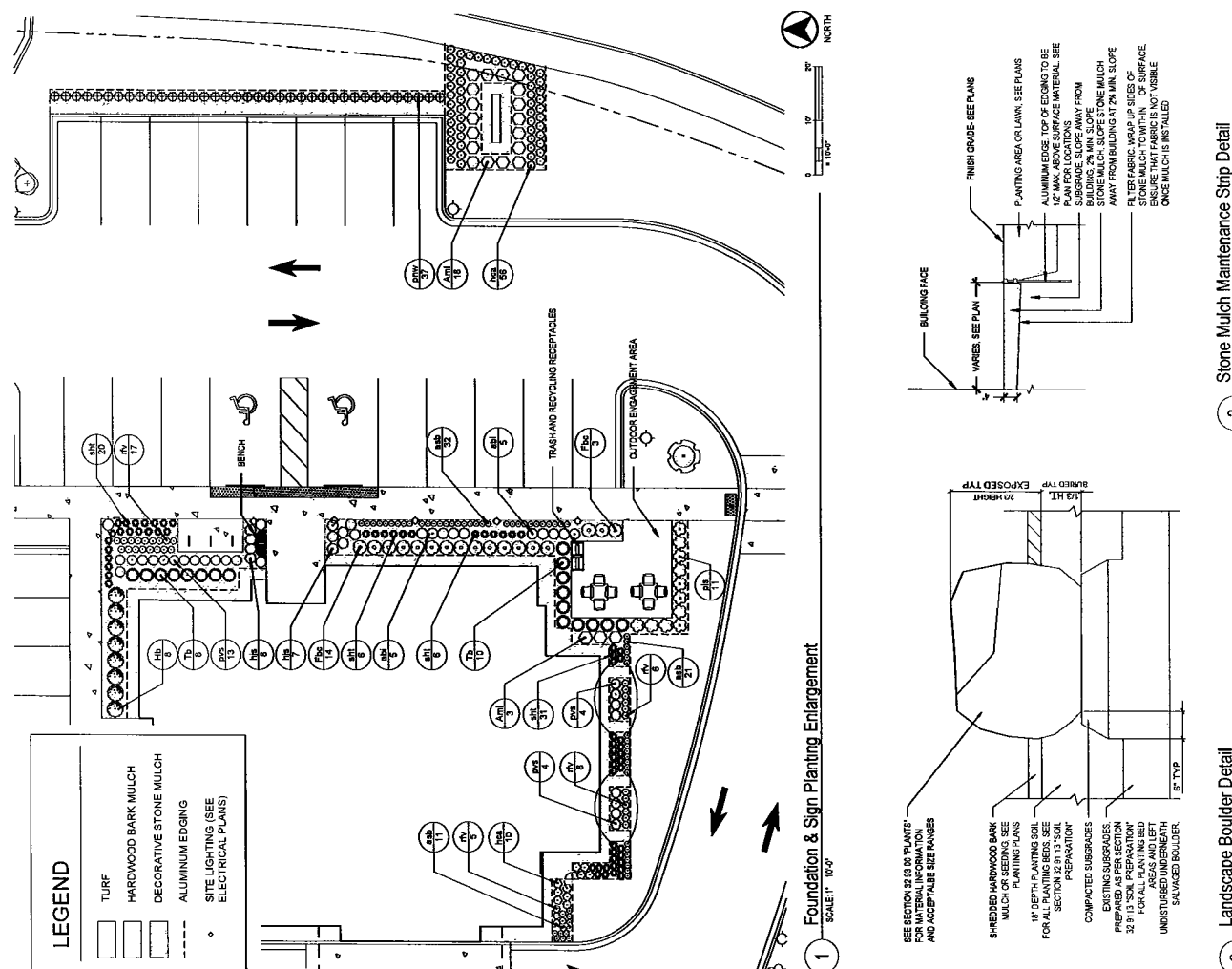
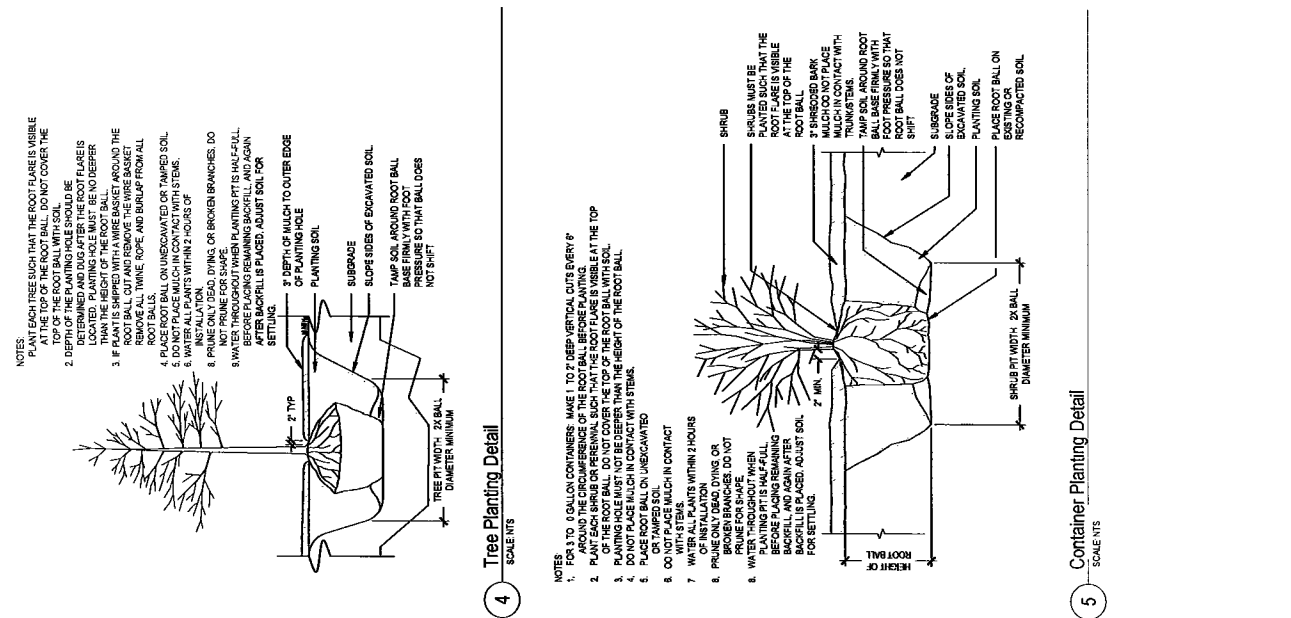
UTILITY PLAN STORM
SEWER PROFILES

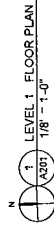




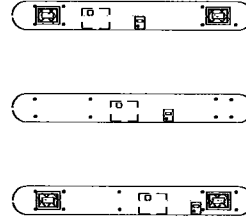
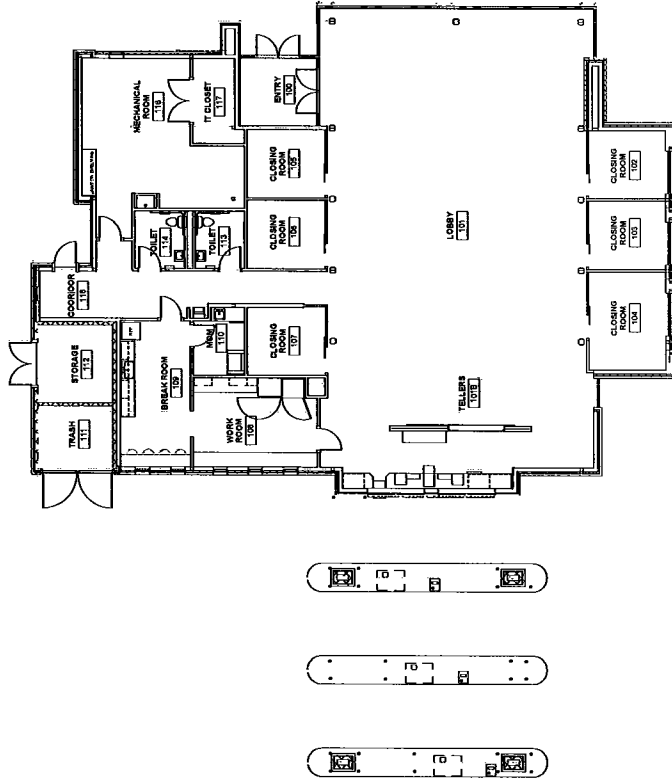
Ident.	Botanical Name	Common Name	Disposition	Size
1	<i>Tilia sp.</i>	White-linden	remove	20' cal.
2	<i>Gleditsia plicata</i>	Honeylocust	remove	12' cal.
3	<i>Gleditsia plicata</i>	Honeylocust	remove	12' cal.
4	<i>Quercus lyrata</i>	Cherry	remove	clump, 3' trunks
5	<i>Gleditsia plicata</i>	Honeylocust	remove	18' cal.
6	<i>Pinus sp.</i>	Pine	remove	12' cal.
7	<i>Pinus sp.</i>	Pine	remove	10' cal.
8	<i>Carpinus phaeocarpum</i>	Washington Hawthorn	remain	4' cal.
9	<i>Carpinus phaeocarpum</i>	Washington Hawthorn	remain	4' cal.
10	<i>Carpinus phaeocarpum</i>	Washington Hawthorn	remain	4' cal.
11	<i>Picea alba</i>	White Spruce	remain	5' cal.
12	<i>Picea alba</i>	White Spruce	remain	8' cal.
13	<i>Picea alba</i>	White Spruce	remain	8' cal.
14	<i>Quercus rubra</i>	Red Oak	remain	6' cal.
15	<i>Quercus rubra</i>	Red Oak	remain	12' cal.
16	<i>Pinus sp.</i>	Pine	remain	4' cal.
17	<i>Pinus sp.</i>	Pine	remain	10' cal.
18	<i>Pinus sp.</i>	Pine	remain	4' cal.
19	<i>Acer sp.</i>	Maple	remain	6' cal.
20	<i>Acer sp.</i>	Maple	remain	4' cal.
21	<i>Acer sp.</i>	Maple	remain	5' cal.
22	<i>Picea sp.</i>	Spruce	remain	6' cal.
23	<i>Picea sp.</i>	Spruce	remain	6' cal.
24	<i>Prunus serotina</i>	Black Cherry	remain	6' cal.
25	<i>Prunus serotina</i>	Black Cherry	remain	3' trunks
26	<i>Betula nigra</i>	River Birch	remain	clump, 4' trunks
27	<i>Betula nigra</i>	River Birch	remain	4' cal.
28	<i>Betula nigra</i>	River Birch	remain	4' cal.
29	<i>Corylus sp.</i>	Hawthorn	remove	clump, 10'
30	<i>Pinus sp.</i>	Spruce	remain	6' cal.
31	<i>Picea sp.</i>	Spruce	remain	6' cal.
32	<i>Picea sp.</i>	Spruce	remain	6' cal.
33	<i>Pinus sp.</i>	Crapeapple	remain	6' cal.
34	<i>Pinus sp.</i>	Crapeapple	remain	6' cal.







LEVEL 1 FLOOR PLAN
1/8" = 1'-0"



UW Credit Union
Franklin Branch
8811 S 27th Street
Franklin, Wisconsin 53132

2701E



621 WILLIAMSON ST | MADISON, WI 53703

A201

LEVEL 1 PLAN

CITY OF FRANKLIN
REVIEW

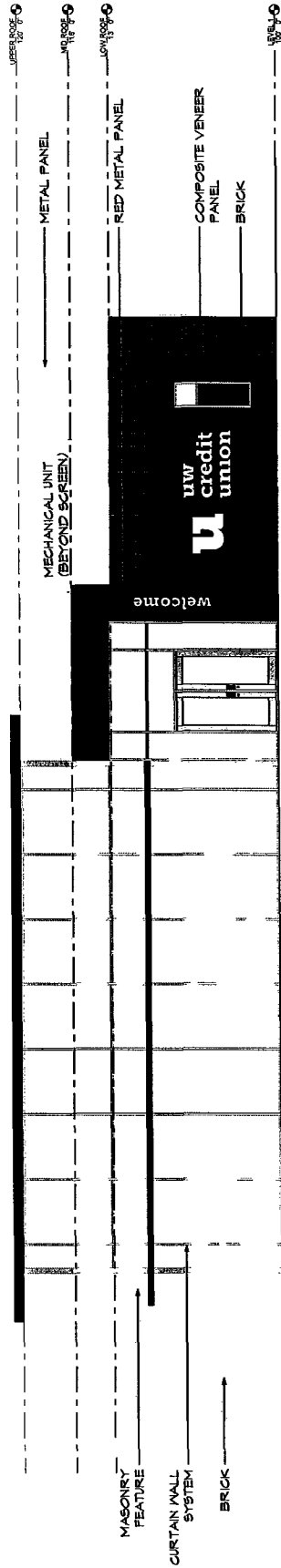
02/11/2020

REV DESCRIPTION DATE

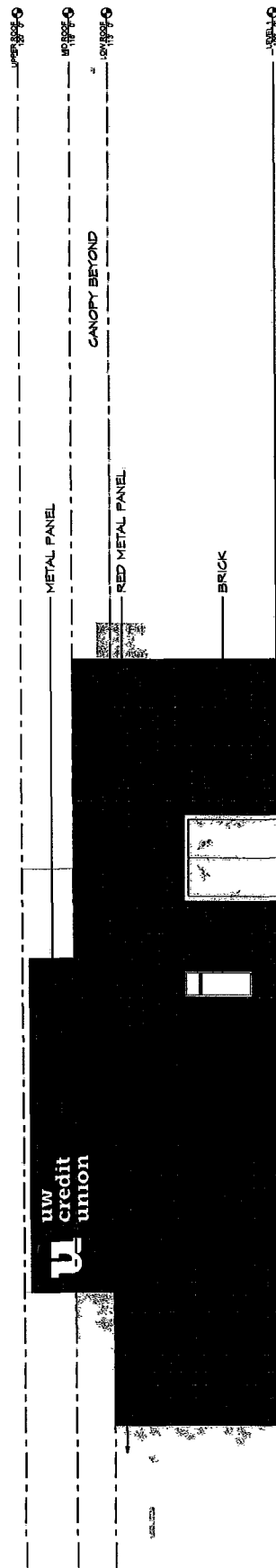
CITY OF FRANKLIN
REVIEW

02/11/2020

REV. DESCRIPTION DATE



1 EAST
1/4" 1'-0"



2 NORTH
1/4" 1'-0"

SIGNAGE IS CONCEPTUAL. SUBJECT TO SEPARATE APPLICATION AND REVIEW

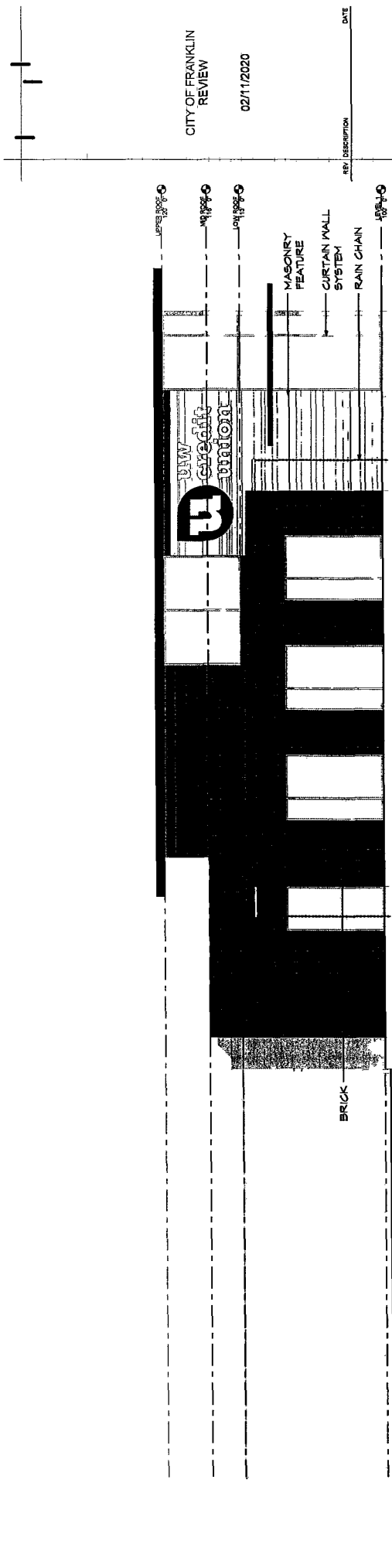
uw credit union
UW Credit Union
Franklin Branch
6611 S 27th Street
Franklin, Wisconsin 53132

KEE
architecture

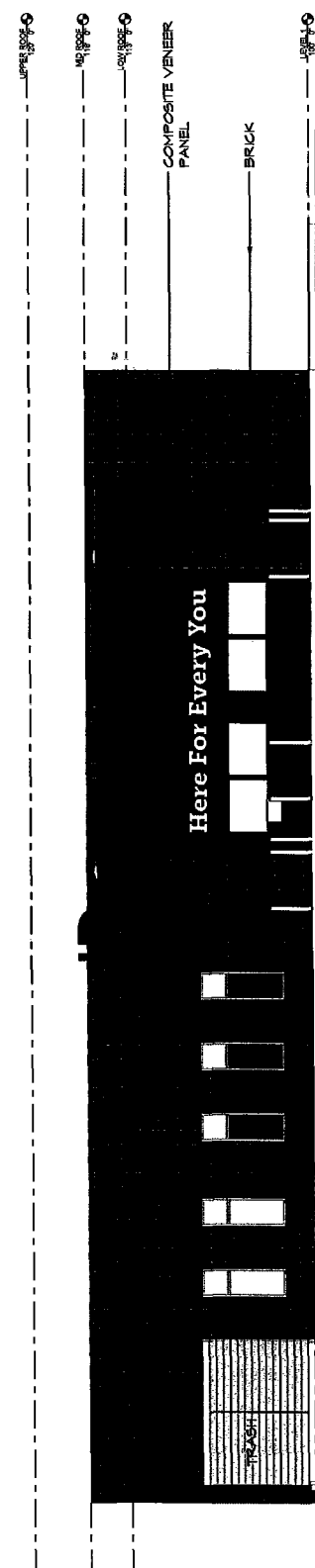
621 WILLIAMSON ST | MADISON WI 53703

A301

BUILDING ELEVATIONS



1 SOUTH
A302 1/4" = 1'-0"



2 WEST
A302 1/4" = 1'-0"

SIGNAGE IS CONCEPTUAL SUBJECT TO SEPARATE APPLICATION AND REVIEW

uw credit union
UW Credit Union
Franklin Branch
9411 S 27th Street
Franklin, Wisconsin 53132

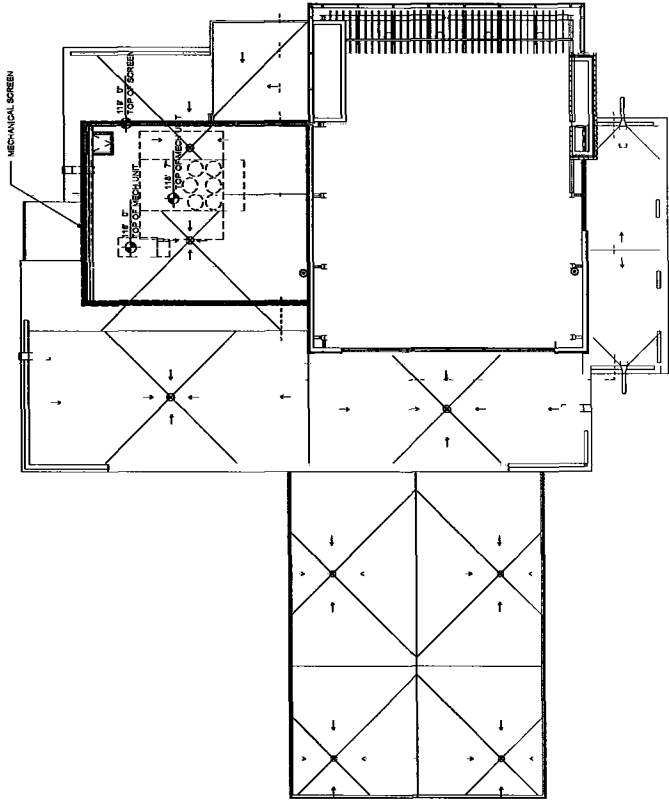
KEE
architecture

621 WILLIAMSON ST | MADISON, WI 53703

A302

BUILDING ELEVATIONS

1 ROOF MECHANICAL PLAN
M100 1/8" = 1'-0"



MECHANICAL PLAN

M100

621 WILLIAMSON ST | MADISON, WI 53703

KEE
architecture

2018E

uw credit union

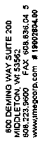
UW Credit Union
Franklin Branch

601 S. 27th Street
Franklin, Wisconsin 53132

REV DESCRIPTION DATE

02/11/2020

CITY OF FRANKLIN REVIEW



UW credit union
UW Credit Union
Franklin Branch

6811 S 27th Street
Franklin, WI 53132KEE
architecture

WILLIAMSON ST | MADISON WA 97703

EC01

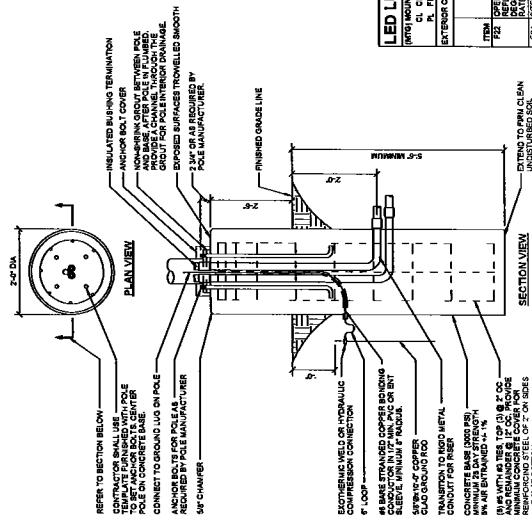
ELECTRICAL SITE PLAN
CITY SUBMITTAL

S. 27th ST. (U.S.H. 41)

W. SYCAMORE ST.

ELECTRICAL SITE PLAN - CITY SUBMITTAL

Statistics	Avg	Max	Min	Max/min	Amplitude
DRY-UP LACTS	0.8 H	3.0 H	1.1 H	20.1%	7.5 S
EAST HANGING	2.8 H	3.1 H	1.3 H	2.4%	3 S
NE ENTRY	1.8 H	2.0 H	0.4 H	6.8%	3.5 S
NORTH HANGING	3.8 H	4.0 H	.0 H	2.7%	2.8 S
SOUTH-ORIVE	2.5 H	4.8 H	0 H	5%	2.0 S

[illegible]

EXTENDED POLE BASE DETAIL

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APPROVAL <i>slw</i> <i>PSA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO CARRYOVER \$40,000 OF THE 2019 UNUSED HISTORICAL SOCIETY BARN PROJECT APPROPRIATIONS	ITEM NUMBER <i>G.6.</i>

Background

The 2019 Capital Improvement Fund included a \$40,000 appropriation to complete the Franklin Historical Society barn project in Lion's Legend Park. That 2019 appropriation went unused in 2019 and remains in the Jan 1, 2020 Capital Improvement Fund balance.

During the February 17, 2020 Common Council meeting:

Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer. All voted Aye; motion carried.

The cost estimate is on the March 17, 2020 Common Council Agenda under separate action.

Analysis

Adoption of the proposed 2020 Budget Amendment would use opening Capital Improvement Fund balance to provide the resource necessary to fund the project.

Recommendation

Staff recommends adoption of the attached proposed 2020 Budget Amendment.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to carryover \$40,000 of the 2019 unused historical society barn project appropriations

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 CAPITAL IMPROVEMENT FUND TO
CARRYOVER \$40,000 OF THE 2019 UNUSED HISTORICAL SOCIETY BARN PROJECT
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, the 2019 Capital Improvement Fund included a \$40,000 appropriation for the Franklin Historical Society barn restoration project in Lion's Legend Park; and

WHEREAS, that 2019 Franklin Historical Society barn project was not initiated or completed in 2019 such that the \$40,000 returned to the December 31, 2019 ending fund balance; and

WHEREAS, the Common Council on February 17, 2020 directed that the City Engineer seek cost estimates to complete the project.

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

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

Muni Buildings	Historical Barn	Increase	\$40,000
----------------	-----------------	----------	----------

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>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	EXPEND \$20,000 TO ENTER CONTRACTS WITH JJ ELECTRICAL, LLC FOR \$4,865, G&L CONTRACTING SERVICES LLC FOR \$9,850, SOUTHEAST CONSTRUCTION LLC FOR \$2,395, AND OTHER EXPENDITURES AS NEEDED TO COMPLETE THE ELECTRICAL, ADA CONCRETE WORK, AND PAINTING OF THE HISTORICAL BARN- 8038 S. LEGEND DRIVE	ITEM NUMBER <i>6.1.</i>

BACKGROUND

At the February 17, 2020, Common Council meeting.

HISTORICAL SOCIETY BARN DONATION G 4 Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer All voted Aye, motion carried.

At the March 3, 2020, Common Council meeting.

Alderman Taylor moved to return to the March 17, 2020, Common Council meeting with a cost estimate Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer All voted Aye, motion carried

ANALYSIS

The Historical Society discussed painting and determined that it is appropriate for painting this summer- not in 2021 as discussed on March 3, 2020

Mr Luckey solicited at least three contractors for each trade (Electrical, Painting, and Concrete) needed to complete construction on the project The project will still need landscaping (yet to be determined) for final completion.

Electric

- \$8,500 Walkowiak electric Inc.
- \$4,865 JJ Electrical, LLC

*Above prices do not include WE Energies service (Budget \$1,000) or lighting fixtures (Budget \$1,500)

Painting

- \$ 9,850 G&L Contracting Services LLC
- \$12,500 Vesel Contractors

Concrete (ADA)

- \$3,680 G&L Contracting Services LLC
- \$2,395 Southeast Construction LLC

Staff has reviewed the quotes and find all acceptable. As such it is recommended that Staff be authorized to execute contracts and make purchases as follows for a total budget of \$20,000.

- \$4,865 JJ Electrical, LLC for electrical work
- \$9,850 G&L Contracting Services LLC for painting work
- \$2,395 Southeast Construction LLC for ADA concrete work
- \$1,000 (+/-) WE Energies
- \$1,500 (+/-) Home Depot for misc light fixtures to be selected by Historical Society
- \$19,610 (+/-) Total of all quotes and budgets

As to the requested Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park, Legal Staff is awaiting direction as to what the intentions are for the use and maintenance of the building with direction thereon from the Common Council.

OPTIONS

- A. Give Staff authorization to enter contract and make purchases as described above; or
- B. Refer back to Staff with additional direction

FISCAL NOTE

There is approximately \$40,000 allowance to complete the project. The 2019 Capital Improvement Fund included this item. As the funds were neither committed or spent, a carryforward 2020 budget amendment appears elsewhere on this agenda.

COUNCIL ACTION REQUESTED

(OPTION A) Authorize Staff to expend \$20,000 and enter contracts with JJ Electrical, LLC for \$4,865, G&L Contracting Services LLC for \$9,850, Southeast Construction LLC for \$2,395 and other expenditures as needed to complete the electrical, ADA concrete work, and painting of the Historical Barn- 8038 S. Legend Drive.

Engineering: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	WEST MARQUETTE AVENUE PUBLIC ROAD EXTENSION CONSTRUCTION DEVELOPMENT	ITEM NUMBER <i>6.8.</i>

BACKGROUND

At the February 17, 2020, Common Council meeting

G I W MARQUETTE AVE ROAD EXTENSION Alderman Taylor then moved to table the extension of W Marquette Avenue to S 51st Street until the City receives information regarding the Wisconsin Department of Transportation grant Seconded by Alderman Mayer All voted Aye, motion carried

ANALYSIS

Wisconsin Department of Transportation (WisDOT) announced on March 4, 2020, the grants awarded for the Multimodal Local Supplemental Program Grants. There were 152 projects awarded a grant from over 1,600 applications submitted. There were only three grants awarded in Milwaukee County:

- Milwaukee County- MCTS Bus (Transit) for \$1,000,000.00
- City of Milwaukee- Port Shore Cruise Dock (Harbor) for \$201,530.50
- Village of Fox Point- Santa Monica Boulevard (Road) for \$200,000.00

The W Marquette Avenue project was not included in the awards

COUNCIL ACTION REQUESTED

Such action as the Common Council deems appropriate

Engineering. GEM

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 17, 2020
REPORTS AND RECOMMENDATIONS	West Marquette Avenue public road extension construction development	ITEM NUMBER G.I.

The January 7, 2020 Common Council Meeting Minutes for meeting agenda item F. Letters and Petitions- Letters From Pack 538, Den 3 Wolves and Parents Regarding W. Marquette Avenue Extension, provide in part: Alderwoman Wilhelm moved to refer to the City Attorney to develop a fair and equitable plan for the extension of West Marquette Avenue and return to the last Common Council meeting in February 2020 Seconded by Alderman Barber. All voted Aye; motion carried.

The City Attorney attended meetings with the City Engineer, the District Alderwoman, the Mayor and the representatives of the developers for the two in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and had communications with the Director of Finance and Treasurer and the Franklin Public School District Director of Business Services.

There are alternatives available to attain the West Marquette Avenue public road extension construction development. Of note is the pending application of the City for a Wisconsin Department of Transportation (WisDOT) 2020-2021 Multimodal Local Supplement (MLS) grant for the project. A copy of the application is annexed hereto. Also annexed hereto are maps of the area in relation to potential alternatives as listed below, which were provided by the City Engineer, who with regard to any selection of the special assessment alternatives will in detail review and prepare a City Engineer's Report pursuant to the Wisconsin Statutes and the Municipal Code with regard to the determination of the potential special assessments and the reasonable basis therefore, for consideration by the Common Council and determination thereupon following a public hearing. Alternatives considered for presentation to the Common Council per its direction are as follows:

- i) await determination of the 2020-2021 Multimodal Local Supplement (MLS) grant by WisDOT;
- ii) await furtherance of the subdivision developments by the developers which upon Final Plat review and approval shall require subdivision development agreements providing for the West Marquette Avenue extension and the dedication to the public thereof;
- iii) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, but with the developers' contribution of property and engineering specifications as set forth upon the grant application;
- iv) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, with special assessments to contribute to the cost thereof to be determined upon an area assessment basis, or such other reasonable method as determined appropriate by the Common Council, with properties to be specially assessed including, but potentially not limited to, existing developed properties specially benefitted by the public improvements or a component of the public improvements, those of the in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and the Franklin Public School District

The proposed West Marquette Avenue public road extension 'main' project is from South 51st Street to South 49th Street; however, at a minimum, curbs and sidewalk is to be installed east thereof to Pleasant View Elementary School. A map with such considered improvements provided by the City Engineer is also attached. Finally, attached is a copy of the 2020 City Capital Improvement Fund Budget for the proposed West Marquette Avenue public road extension

COUNCIL ACTION REQUESTED

Such action as the Common Council deems appropriate



2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation
9/2019

PROJECT AND SPONSOR: GENERAL INFORMATION

Improvement Type: <input checked="" type="checkbox"/> Road <input type="checkbox"/> Bridge <input type="checkbox"/> Transit <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Bicycle/Pedestrian <input type="checkbox"/> Harbor <input type="checkbox"/> Multiple		
Primary Project Sponsor City of Franklin	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt	County Milwaukee
Secondary Project Sponsor (If Applicable)	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt. <input type="checkbox"/> Other	County
Anticipated Project Construction Schedule Date 2020 (Calendar Year)	Funding Request Design/Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/>	Is Project Shovel Ready? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PROJECT IMPROVEMENT DESCRIPTION

ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S). ALL APPLICANTS MUST FILL OUT SECTIONS F-H

SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

1. LOCATION & GENERAL INFORMATION: Complete for each Road or Bridge Improvement Application

On Route W. Marquette Avenue	At Route – Start (include offset if applicable) S. 51 st Street Start	Toward Route – End S. 49 th Street
Surface Type 70=Hot Mix Asphalt Pavement	Surface Thickness 6 (inches)	Travel Width (Per Lane) 14 (feet) 0 (inches)
Left Shoulder 0 (feet) 0 (inches)	Right Shoulder 0 (feet) 0 (inches)	<input checked="" type="checkbox"/> Curb and Gutter?
REQUIRED: Attach an 8½ x 11 map showing project location.		
Length of Project (rounded to nearest tenth of a mile) 0.2	Average Daily Traffic (ADT) N/A	ADT % Truck N/A
Pavement Condition Rating 0.00		
Improvement Type <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input checked="" type="checkbox"/> Reconstruction		

2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY

Bridge Type (if Other, specify in narrative) SELECT	Feature the Structure Passes Over:	Number of Spans	Detour Length
Clear Roadway Width of Bridge (feet)	Bridge Length (feet)	Approach Pavement Width (feet)	Total Approach Length (feet)
Structure ID (If Applicable)	Bridge Build Year	Bridge Rehabilitation Year	Posted or Statutory Speed Limit(s) (mph)
Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

SECTION B: TRANSIT IMPROVEMENTS

Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe)			
Number of Vehicles for Purchase	Vehicle Purchase Type	Facility Type	Facility Improvement Description
Equipment Purchase Description		Other Improvement Description	

SECTION C: RAILROAD IMPROVEMENTS

Type of Railroad Improvement SELECT	Total Annual Rail Carloads	New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/>	Rail Operator
Total Annual Eliminated Truck Traffic (Estimated in Tons)	Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location			

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input type="checkbox"/> Facilities <input type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) Pedestrian route to school	
Improvement Location	Known Safety Issues? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes specify: Nartve
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location	

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

Harbor Improvement Type	
Dredging <input type="checkbox"/>	Port Infrastructure Expansion <input type="checkbox"/> Dock Walls (Rehabilitation/Construction) <input type="checkbox"/> Other <input type="checkbox"/>
Total Annual Transportation Economic Impact (Estimated)	Total Annual Benefit to Local Economy (Estimated)
REQUIRED. Attach an 8½ x 11 map showing project location	

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt. font) may be substituted for this section.

Franklin. Marquette Avenue Road Project Scope This project is a new road segment from S. 51st to S. 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic's current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary. (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

Existing plans and projects This new road is consistent with the City's SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City's Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

Economic benefits This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

Ease of implementation Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City's contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

- ☐ Yes ☒ No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?
If Yes, please specify the Local Program: _____ WisDOT Project I.D.: _____
- ☒ Yes ☐ No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):	
Design Costs: \$ 65,000 00	
State Review for Design Cost Estimate (Provided by WisDOT, if applicable) \$	
Construction Costs \$ 583,450 00	
State Review for Construction Cost Estimate (Provided by WisDOT, if applicable) \$	
Total Improvement Costs (without State Review) \$ 648,450.00	Total Improvement Costs (with State Review, if applicable). \$ NOTE: For WisDOT use only.

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:

This is an optional field to enter funding-related comments and estimated cost calculations

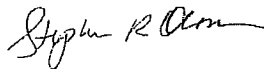
Match Funding (33.4%) \$151,650 Donated Property Value estimated (3.37 acres @ \$45,000/acre) \$ 65,000 Engineering completed plus estimated construction administration \$216,650 Matching Funds Grant Funding (66.6%) \$431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government.

<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Government Franklin	County Milwaukee
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------

X



(Head of Government/Designee – Signature)

12/6/2019

(Date – mm/dd/yyyy)

Stephen R. Olson

Mayor

(Print Name)

(Title)

X

(Secondary Project Sponsor – Signature, if applicable)

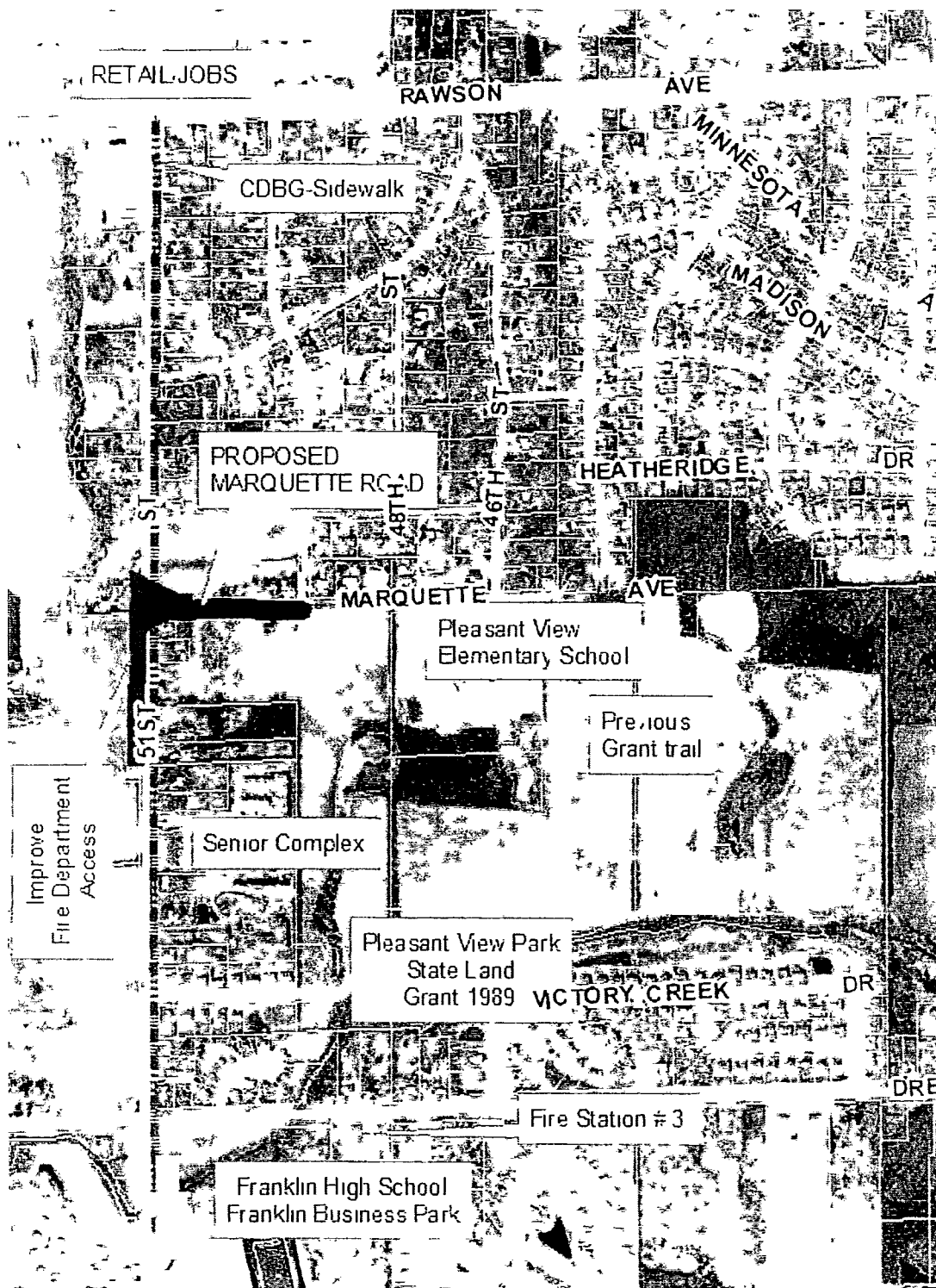
(Date – mm/dd/yyyy)

(Print Name)

(Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation

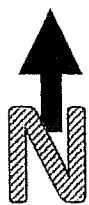
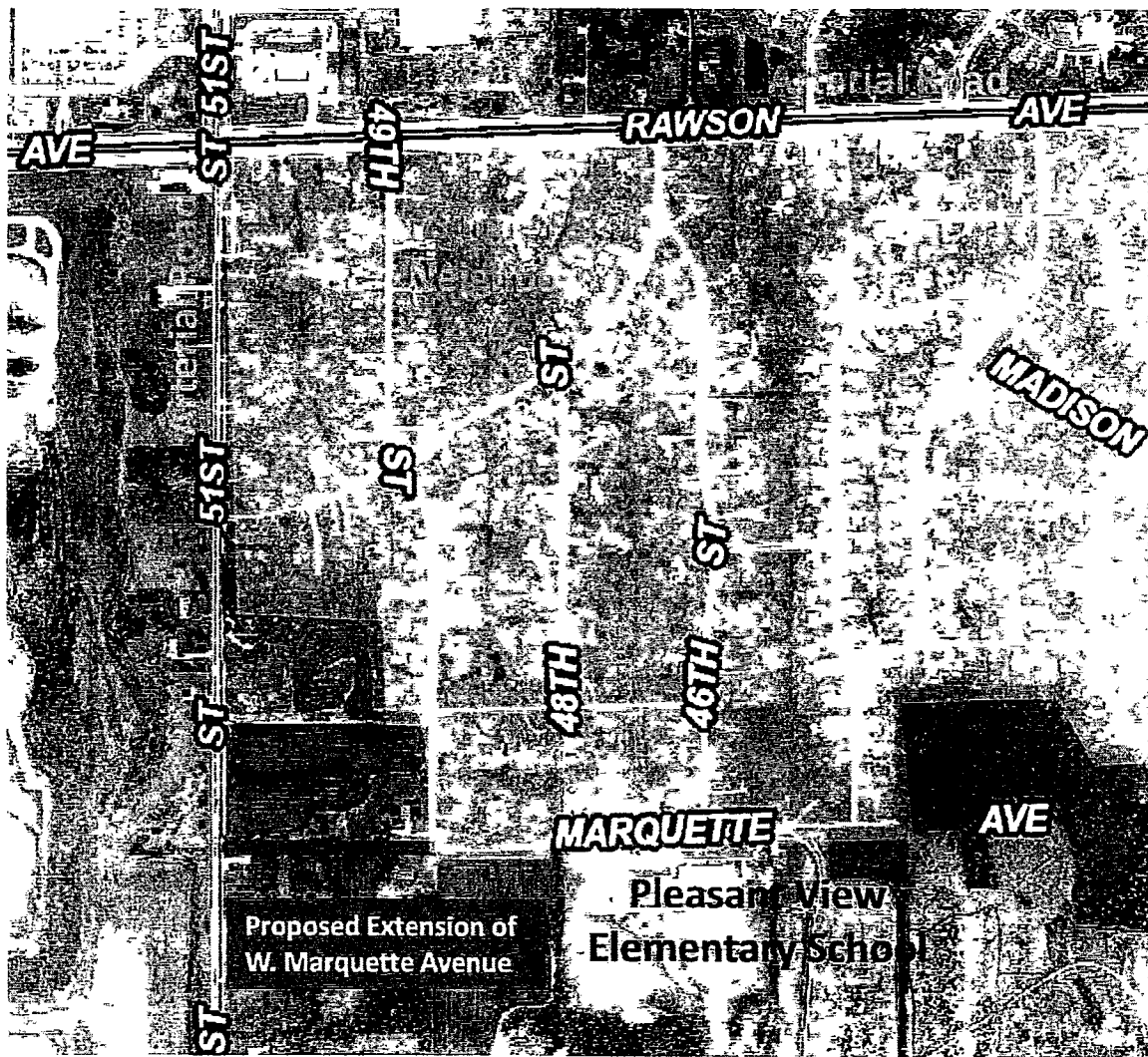
Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov



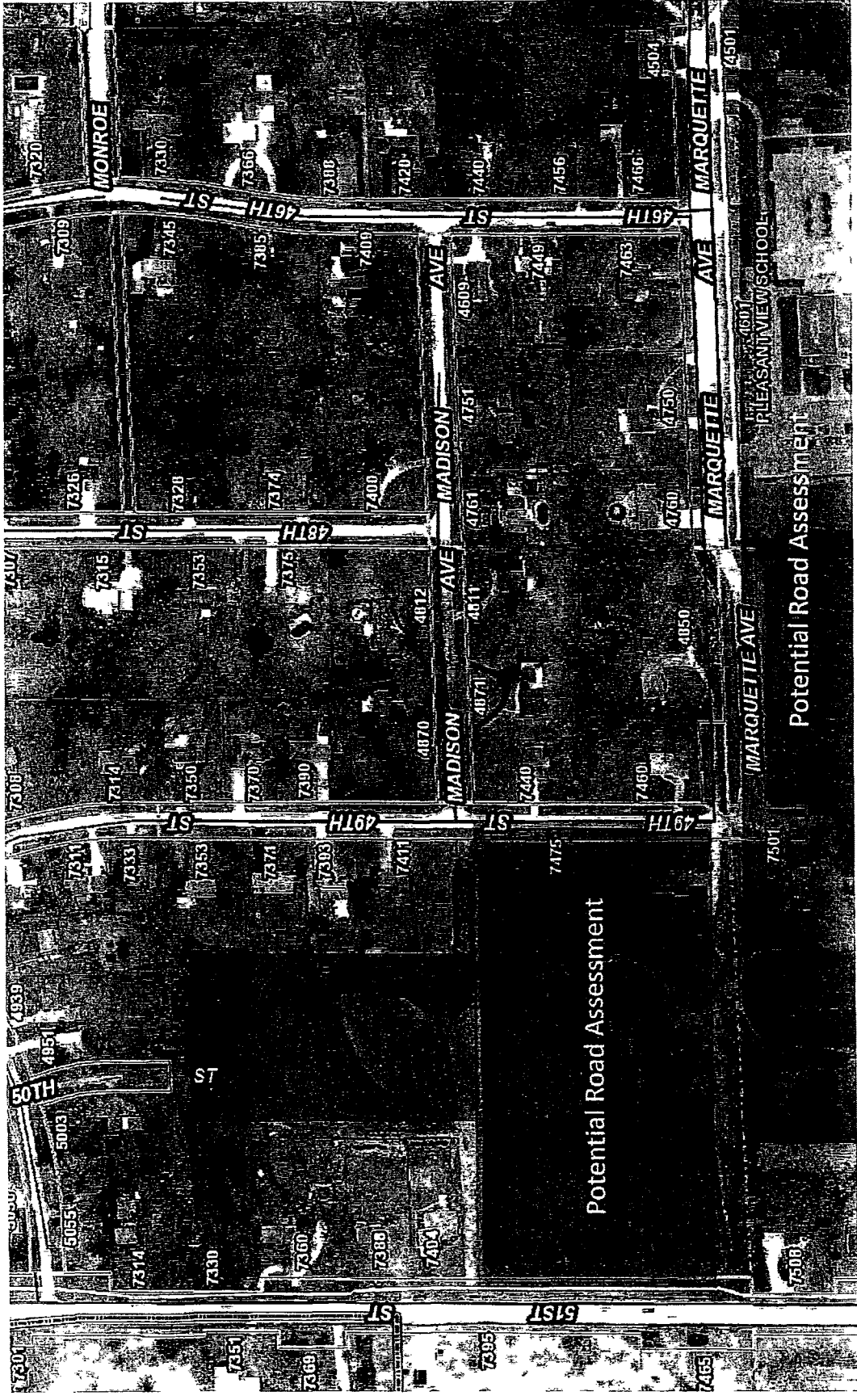
Franklin, Wisconsin Marquette Avenue Extension



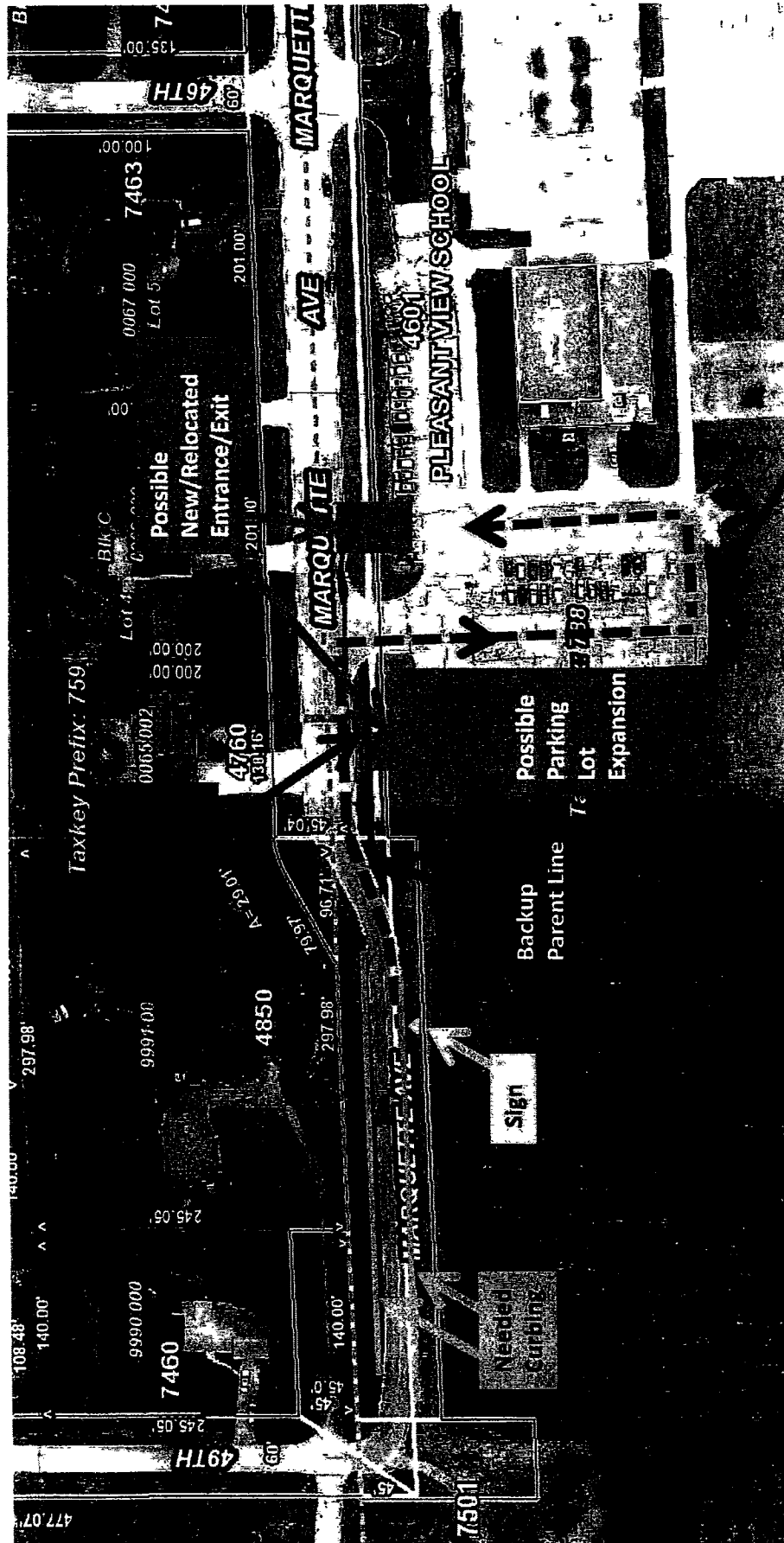
- Neighborhood Children walking to Pleasant View Elementary School
- No existing sidewalks in residential neighborhood
- Heavily congested vehicular traffic mixed with Bus traffic



City of Franklin
W. Marquette Ave. Extension
Project Location Map



[illegible]



City of Franklin
Capital Improvement Fund
Budget 2020

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

Expenditures
APPROVED PROJECTS

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

PROJECTS PENDING APPROVAL

Water Projects	500,000	Water Connection Fees	500,000	-
Sewer Projects	500,000	Sewer Connection Fees	500,000	-
				-
Contingency	175,000			175,000

Total Projects Pending Approval

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

Park Impact	621,500
	500,000
	120,000
Sewer & Water Connection	1,000,000
total	2,241,500

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	Tourism Commission proposed Gateway Signage and Banners	ITEM NUMBER <i>G.9.</i>

As part of a larger city-wide branding initiative, the Tourism Commission is undertaking wayfinding to inform people where Franklin and encourage tourism in the City. The approved 2020 budget for the Commission includes items for both gateway signage and street banners as follows:

- 1) Gateway signage: 7 monument signs, some of which will replace existing signs that are old/broken, and a new lighted, digital sign to replace the existing sign front of City Hall. This project exceeds the \$25,000 threshold for public bidding and will require coordination with Engineering to select a contractor.
- 2) Street banners: 100 double-sided banners to be placed along strategic major thoroughfares/intersections throughout the City. This project is below the public bidding threshold and the Commission has selected Olympus to construct and install the banners.

The Tourism Commission is asking the Common Council to approve the concepts shown below so that the projects can start as soon as possible.



City Hall Sign



Gateway Signs



Street Banners

COUNCIL ACTION REQUESTED

Consider approval of graphic concepts for proposed Tourism Commission wayfinding projects.

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APPROVAL <i>slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$105,000 OF INFORMATION SYSTEMS NON-PERSONNEL COSTS TO PERSONNEL COSTS	ITEM NUMBER <i>G. 10.</i>

Background

The 2020 General Fund Information Services budget planned for the use of contract services to staff supporting information services for City information systems.

The Information Systems Manager has recommended converting the contract services to City employees to provide that help desk support for City information systems.

The Technology Commission has recommended the change, and the Personnel Committee considered the matter at its March 16, 2020 meeting.

The 2020 Budget does not permit the use of Non-Personnel Service appropriations for Personnel costs. The proposed 2020 budget amendment transfers a portion of the Non-Personnel service appropriations to Personnel appropriations to support the hiring of City staff in Information Services.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2020 Budget Amendment to transfer \$105,000 of Information Service Non-Personnel Service appropriations to Personnel appropriations in support of the proposed changes.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to transfer \$105,000 of Information Systems Non-personnel costs to Personnel costs

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 TRANSFER \$105,000 OF
INFORMATION SYSTEMS NON-PERSONNEL COSTS TO PERSONNEL COSTS

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 Information Systems 2020 Budget anticipated the use of contract services to staff supporting information services for City information systems; and

WHEREAS, the Technology Commission has recommended the use of City employees rather than contract services; and

WHEREAS, the Personnel Committee also considered the replacement of contract services with City employees.

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

Information Services	Non-personnel Services	Decrease	\$105,000
	Personnel Services	Increase	105,000

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>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2020
REPORTS & RECOMMENDATIONS	Approval of the Job Descriptions for “Desktop and User Support Administrator” and “Server and Infrastructure Engineer” and Authorization to Fill Two Full-Time Positions for “Desktop and User Support Administrator” and One Full-Time Position for “Server and Infrastructure Engineer” to Replace Existing Heartland Business Systems IT On-Site Contractors	ITEM NUMBER <i>G, 11.</i>

On March 4, 2020, the Technology Commission approved a motion to dramatically change the historical model of outsourced IT staffing, and instead utilize internal employees for all IT staffing needs. The motion stated: "The City of Franklin will eliminate the usage of on-site consultants and will only contract IT resources with HBS for projects or very short-term engineer work. Two permanent City of Franklin employees will be hired under the job description of Desktop and User Support Administrator. One permanent City of Franklin employee will be hired under the job title of Server and Infrastructure Engineer. All hiring, training, and employee compensation costs will be reallocated from the 2020 operational outlay budget."

A change in strategic direction is fairly common over the course of years, and within the terminology of IT the approach is colloquially known as "insourcing". Bringing core IT staff into the organization as permanent employees is a strategic shift when skill sets are no longer generalized, as business capabilities develop around the specific technologies of the organization that hiring outside personnel becomes impractical. The generalist is required to become a specialist, both in government and public safety applications. A considerable amount of time needs to be dedicated to advancement of technical skills in both the proprietary and surrounding technologies. Support of the technology often requires that maintenance be performed outside the normal hours of operations, as the systems cannot be upgraded when large number of users are actively utilizing the application/system. Overtime hours and contracting technology specialists, utilizing skill sets well beyond the generalist, becomes necessary to keep systems functioning and new project work advancing. This causes significant budgetary pressures, as increasing costs in specialists has to be coordinated alongside the ongoing cost of the on-site generalist. Eventually organizations, which depend on a significant amount of proprietary technology for their daily operations, are presented with opportunities that allow them to question if there is a greater benefit hiring talent as permanent employees.

Onboarding staff as full-time employees has several significant advantages to consultant/outsourcing models:

- Consulting rates are considerably higher than direct employee costs, even when including the 35% supplemental costs for employee benefits. HBS on-site contracting rates are \$57.23 per hour for 2020. A Desktop Support Administrator has an anticipated hourly cost of \$30.05, while an IT Server and Infrastructure Engineer has an hourly cost of \$46.97.

- With the reduced costs, two desktop administrators and one server engineer can be hired as internal employees, providing a total of 120 hours per week of support time. Two consultant desktop administrators at a higher cost only provide 80 hours per week of support time. 50% more support hours are attained by hiring internally.
- Maintenance or project work that has to be performed after hours or on weekends must be preapproved by the consulting company's account manager, in addition to being incurred at a much higher billing rate of \$85.85. The "Server and Infrastructure Engineer" position will require mandatory after-hours support built into the job description.
- Employees become technology specialists instead of generalists. Investments in educational courses, conferences, and vendor tools will allow internal employees to grow skill sets around specific technology being used within government and public safety. These skill sets are not available from IT contracting firms. Specific skill sets will focus around:
 - PD - Pro Phoenix RMS, CAD, and system interfaces/integrations
 - PD/FD - Pro Phoenix WDA and NetMotion VPN
 - PD - Arbitrator, WatchGuard, and IndigoVision video surveillance and tools
 - FD/DPW/Water - VMWare Workspace One mobility management platform for Apple IOS and Windows 10
 - Enterprise Wide - BS&A financials, ERP, and workflow tools
 - Enterprise Wide - Avaya PBX, digital/analog phone wiring, and VoIP communication
 - Enterprise Wide - Audio, video, and web conferring solutions
 - Enterprise Wide - Document management, OCR, and workflow solutions
- As employees increase in department specific technology skill sets, new information needs to be recorded and retained within searchable databases in order to facilitate knowledge retention. Information repositories have to be expanded beyond call tracking and incident management systems, which only record operational data and do not convey architecture or information flow decisions.
- Utilizing internal staffing creates stable functional teams that over time become both dynamic and self-directed. Consultants can function within a team role, but because of their short-term engagement, the team never develops or functions beyond a single project. Team building and group decision-making skill sets have to be actively grown in order to foster distributed decision making and employee empowerment. Employees grow beyond a single functional role and become an environmental owner.
- Predictable Vacation Time - HBS employees have vacation and sick time hours that may significantly differ from the standard policies set for a City of Franklin employee. Major issues have been encountered when a consultant has accrued 4-5 weeks of vacation time and this has to be incorporated into the support schedule. HBS has a policy of unlimited sick days. Insourcing allows for the standardization of earned vacation time and personal/sick hours. Currently, the Director of IT is covering all support issues when a consultant is off.
- The City of Franklin hopes to attract employees that seek stable employment through a recession, a work environment that requires little travel with predictable work hours, along with an attractive benefit plan that includes a pension-based retirement. Within the IT marketplace, these are extremely rare employment factors. It is the intention of management to attract employees that wish to develop a career with Franklin for 7-20 years.

Business Plan:

- Two "Desktop and User Support Administrators" will be hired to replace on-site HBS consultants at City Hall and the Police Station. It is estimated that recruitment will take 30-90 days.
- Due to the cost of retaining HBS staff until new personnel are recruited and hired, the planned hiring of the "Server and Infrastructure Engineer" will be performed later in the year.
 - During the recruitment time period, City of Franklin documentation libraries will be updated and obsolete information archived.
- Once the appropriate permanent staff have been recruited and hired, HBS will be given 30-days' notice of termination of the contract for on-site contractors.
- During the 30-day notification period, HBS consultants will assist with the training and on-boarding of the new employees. It is estimated that all on-site HBS contractors will cease their contracted engagement no later than July 30, 2020. The new Desktop and User Support Administrators will be fully functional in their new positions by this time.
- Employees will be sent to any mandatory training courses, as budgetary conditions and time allow.

Budgetary Plan:

Current budgetary funding for HBS IT consultants has an allocation of \$137,000 for City Hall staff and \$115,000 for Police Department staff. Total annual funding for IT staffing and project resources is \$252,000. Desktop and User Support Administrators have been assigned a salary grade of 3 with a range of \$40,277 - \$52,359. The Server and Infrastructure Engineer position has been assigned a salary level of 8 with a range of \$62,251 - \$82,483.

Current Funding:	
CH - HBS Desktop Admin (\$57.23/hour)	\$ 137,000.00
PD - HBS Desktop Admin (\$57.23/hour)	\$ 115,000.00
Total Funding	\$ 252,000.00

Annual Salary Costs:		
	Low	High
CH - Desktop & User Support Admin	\$ 40,277.00	\$ 52,359.00
PD - Desktop & User Support Admin	\$ 40,277.00	\$ 52,359.00
Server & Infrastructure Engineer	\$ 62,251.00	\$ 82,483.00
Total Estimated Annual Costs (with benefits)	\$ 192,787.00	\$ 252,722.00

Once internal employees have been hired and successfully trained, ongoing support costs will reduce from \$57.23/hour to approximately \$30.05/hour. Current HBS expenditures for the months of January and February is \$38,630. It is essential that new talent can be located and recruited as quickly as possible in order to lower the monthly employment costs to a much lower rate. If staffing can be located and hired prior to July, consulting costs can be significantly reduced. The hiring of the Server and Infrastructure

Engineer will only occur when budgetary funding is fully available. The estimated maximum 2020 HBS consultant expenses thru July 2020 is \$102,727.60: \$38,630 expended thus far for January and February and \$64,097.60 anticipated for March thru July, including anticipation of the City Hall HBS consultant leaving the middle or end of April in order to reduce costs. (Please see the budget amendment agenda item that pertains to this item for more details, that is also on the agenda for this Council meeting.)

This item will be taken up by the Personnel Committee at their March 16, 2020 Meeting. IT Director Jim Matelski will attend the March 17th Common Council Meeting and will apprise the Council of the action taken by the Personnel Committee for this item.

COUNCIL ACTION REQUESTED

Motion to approve the newly created job descriptions for "Desktop and User Support Administrator" and "Server and Infrastructure Engineer" and further authorize the filling of two full-time employees under the role of "Desktop and User Support Administrator" and one full-time employee as "Server and Infrastructure Engineer" to replace the existing Heartland Business Systems IT on-site contractors to an extent that does not exceed current budgeted appropriations, as recommended by the Personnel Committee.

IT Director James Matelski

CITY OF FRANKLIN
Job Description

Job Title: **Desktop & User Support Administrator**

Department: Information Services

Reports To: Director of Information Technology

Salary Level: Grade 3

FLSA Status: Non-Exempt

Prepared By: Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

Prepared Date: February 2020

Approved By: Common Council

Approved Date: **March 17, 2020**

Summary This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation and support of hardware, desktop software, operating systems and network connectivity as defined by enterprise standards. Recommends appropriate computer tools to users including software, documentation and training.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- ***End User Support***
 - Answer all phone calls or in-person requests in a polite and professional manner.
 - Record all problems and issues within an enterprise ticketing system, while providing full resolution to customers within defined service level agreements (SLA).
 - Record all reported error messages and research all relevant event or application logs.
 - Identify and flag repeating or correlated incidents as problems.
 - Repair or replace equipment as necessary
 - Provide escorted remote access to vendors in order to facilitate the troubleshooting of issues.
 - Interface with senior support technicians or vendors in order to provide full resolution to complex problems.
- ***Desktop, Laptop and Application Provisioning***
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops, using both block-images and package provisioning tools.
Review, evaluate and deploy Windows service packs, hot fixes, application updates, and vendor-supplied firmware/patches according to IT security policies
Update all desktop images with the latest vendor provided device drivers
 - Configure hard drive encryption/decryption, while safely securing all encryption keys.
 - Deploy operating systems, service packs, and security hot fixes using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging
 - Track and maintain all hardware, software, and license assets

- ***Mobile Device Setup & Provisioning***

- Setup Outlook Mobile on employee owned cell phones for remote email connectivity

- Deploy city owned iPads and Windows tablets using VMWare Workspace One to control the device setup and configuration

- Deploy and update web and native applications using VMWare's Mobile Device Management (MDM) packages

- ***Printer and Copier Support***

- Deploy print queues to devices

- Assist users in the usage and operation of all photo copiers

- Assist users with the scanning and OCR of documents

- ***Project Implementation Tasks***

- Execute the implementation of project tasks for desktops, applications, or infrastructure changes

- Adhere to system security standards and maintain audit documentation

- Additional support duties as required for the coordination and implementation of project tasks

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

Requirements:

- Associate Degree in Computer Science, CompTIA A+, Microsoft MCP, Microsoft Office Specialist- Associate or equivalent certification
- Must have 1-3 years of desktop hardware, software, and end user support experience
- Experience with Windows 10 installation and automated deployments

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience

Preferences:

- Related business experience supporting municipal, fire, police, or OEM systems and application
- Knowledge of Police applications Phoenix RMS/CAD/WDA, TraCS, NetMotion, BOSS/ALPR, Arbitrator
- Microsoft Exchange email or team conferencing systems
- Microsoft Deployment Toolkit
- VMWare Workspace One
- Microsoft T-SQL
- Microsoft PowerShell administration
- Crystal Reports
- Apple IOS; Android OS

Other Skills and Abilities

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding

- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment

Certificates, Licenses, Registrations

Valid Driver's License

Physical Demands

While performing the duties of this job the employee is regularly required to sit, use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

While performing the duties of this job, the employee is typically in an office building environment. The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN
Job Description

Job Title: Server and Infrastructure Engineer

Department: Information Services

Reports To: Director of Information Technology

Salary Level: Grade 8

FLSA Status: Exempt

Prepared By: Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

Prepared Date: February 2020

Approved By: Common Council

Approved Date: March 17, 2020

Summary This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation, maintenance, and support of all network, servers, and storage equipment. Responsible for the successful operation and performance of all core enterprise applications and working with key vendors to remediate all issues.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- ***Execute Policies and Procedures***
 - Ensure that all production servers comply with organizational standards, established security policies, licensing agreements, and configuration guidelines.
 - Follow all IT established processes for application service requests, network engineering releases, IT projects, system maintenance, and change requests
- ***Setup and Deploy Infrastructure***
 - Architect and develop enterprise wide IPv4 and IPv6 addressing and routing schemas that focuses both on department and application isolation.
 - Create security Access Control Lists (ACLs) that limit network communications in accordance with both CJIS and HIPAA security practices
 - Create virtual machine templates from a standardized Windows 2016/2019 security baseline. Deploy all new virtual machine server requests from the defined templates.
 - Work with HP 3PAR SAN vendors in the creating or extending storage LUNs. Present all new storage to the VMWare virtualization environment.
 - Provision and deploy new HP switches and wireless access points as usage demands grow.
 - Consolidate, maintain, and extend key building infrastructure, which can include UPS, cooling, video surveillance, plant and patch cable management
- ***Monitor Performance and Resolve Issues***
 - Proactively monitor all systems to identify potential conditions that could result in system outages or poor performance
 - Develop, collect, and maintain metrics for system up-time and vital statistics

- Perform routine system maintenance to ensure stable and secure operations
- Actively monitor and remediate network performance and QoS issues across the organization's LANs, WANs, Internet, and wireless deployments
- ***Remediate Security Vulnerabilities***
 - Proactively identify security vulnerabilities, research and propose corrective actions
 - Review, evaluate and deploy Windows service packs, hot fixes, system updates, and vendor-supplied firmware/patches in accordance to IT security policies.
 - Configure enterprise wide password and auditing policies. Research System Information Event Management (SIEM) logs and alerts for potential security issues.
- ***Backup and Recovery***
 - Maintain and configure virtual machine and physical server backups and guarantee all backup jobs successfully run to completion. This includes disk-to-disk and disk-to-tape archives.
 - Monitor and test system backups and archives for data recovery, survivability and open record requests processing.
 - Maintain offsite tape archives and rotate tapes in accordance to IT security policies
- ***User Provisioning & Security Auditing***
 - Provision and maintain user accounts within Active Directory, Microsoft Exchange, email filtering systems, and departmental applications in accordance to defined NIST 800-53 IT security policies and procedures.
 - Configure Active Directory group policies to control user state management and enterprise application configurations.

Provision and maintain Avaya PBXs, new phones, voicemail accounts, hunt groups, routing patterns, auto attendants, and changes to telecom cabling.
- ***Inventory and Documentation***

Record and maintain all IT assets in the central asset database

 - Document all aspects of the network equipment and configuration, including LAN, WAN, Internet, and wireless deployments
 - Accurately maintain system run books and documentation for all servers and IT infrastructure
 - Document all system problems and resolutions in the Helpdesk ticketing system and resolve incidents within the specified SLA
- ***Team Collaboration***
 - Collaborate with IT administrators or consultants to ensure adequate problem resolution and support across multiple platforms.
- ***Improve Infrastructure & Toolsets***
 - Conduct research and recommend new infrastructure monitoring and troubleshooting tools

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

Requirements:

- Bachelor's Degree in Computer Science or Management Information Services (MIS)
- Must have 3-5 years of direct network and server planning, implementation and support
- CompTIA Network+, CompTIA Server+, Cisco CCNA, Microsoft MCSA, VMWare VCA or equivalent certification
- IPv4 and IPv6 switching and routing protocols.
- Microsoft Active Directory & DNS architecture and design
- Windows Server 2012-2019 configuration and networking

- Microsoft Exchange 2016-2019
- VMWare and vCenter 6.x

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience

Preferences:

- Aruba Central wireless AP management
- Bitdefender Gravityzone Business Security
- Microsoft SQL Server 2012-2017
- Veeam Backup & Recovery
- VMWare Workspace One Mobility Management
- HP Proliant Servers & management tools
- HP/Aruba switches and routers
- Aruba 300 series clustered wireless access points

Other Skills and Abilities

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment.

Certificates, Licenses, Registrations

Valid Driver's License

Physical Demands

While performing the duties of this job the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

While performing the duties of this job, the employee is typically in an office building environment. The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

HEARTLAND BUSINESS SYSTEMS, LLC
INFORMATION TECHNOLOGY SERVICES AGREEMENT

CUSTOMER: City of Franklin, Wisconsin
(hereafter referred to as
"CITY")
PROJECT: Information Technology
Services

PREAMBLE

Heartland Business Systems, LLC (hereafter referred to as HBS) and CITY mutually enter into a contract providing for HBS to provide certain Information Technology Services to CITY.

Therefore, the parties agree that this contract shall serve as the stipulation of the services, service levels, pricing, and other such terms as mutually agreed to between HBS and the CITY; the acceptance by HBS of all the terms and conditions included and incorporated herein; and the establishment of a contract between the CITY and HBS.

CITY NEEDS

The CITY needs technical services with respect to its Local Area Network ("LAN"), Wide Area Network ("WAN"), desktop support, communications systems, and Information Technology ("IT") functions. Specifically, the CITY has a need for regularly scheduled on-site technical support and such additional technical support as requested, on an on-call basis and on a scheduled part time basis with respect to the CITY'S LAN and WAN.

DESCRIPTION OF SERVICES

HBS will provide qualified technical personnel as necessary to complete designated objectives agreed upon with CITY. The appropriate service records will be provided to the CITY for each visit.

1. **On-Site Staffing Support – Full-time** as defined in attached Schedule A. HBS will provide two onsite IT Technicians to provide IT support to CITY'S staff with respect to the software and hardware utilized in the CITY's technology infrastructure including the work stations and printers connected to CITY'S LAN and WAN and communications systems. Each onsite Technician will be available Monday through Friday, as requested by the CITY, and as mutually scheduled, averaging 40 hours per week and 50 weeks per year, except on days and for weeks when the CITY'S offices are closed and on regularly scheduled holidays of the CITY. Each onsite Technician will be available to work non-scheduled hours, as mutually agreeable between HBS and the CITY and if such non-scheduled hours would result in an individual Technician working more than 40 hours in any particular Monday through Friday work week, the Technician will be allowed a reduction in the regularly scheduled hours for such week such that the total hours worked during such week by the Technician will not exceed 40 hours, unless otherwise mutually agreed to.
 - On-Site Staffing Support – Full-time resources must ensure that request for time-off does not conflict with the work scheduled by the CITY prior to obtaining

approval from the resources HBS Team Lead. [Note: Requesting and obtaining such approval shall not be construed as evidence of employment by the CITY.]

- Any billable time in excess of 40 hours required by the CITY will be billed at 1.5x standard bill rate, as stated in Schedule A. Billable time in excess of 40 hours will require written approval from the CITY to HBS.

2. **Non-On-Site Staffing Support.**

HBS will provide support services at CITY'S request. These support services will require a signed Statement of Work (SOW) specifying services required and maximum "not to exceed" amount based on billing rate as specified in Schedule A (attached) or amount mutually agreed upon for services not specified in Schedule A.

3. **Account Manager Support.**

Except as otherwise mutually agreed by the parties in writing, HBS, at no additional cost, will provide Account Manager services as determined necessary by HBS, including attendance at a twice-monthly status meeting.

TERMS AND CONDITIONS

1. SCOPE

On-Site Staffing Support – Full-time. HBS will provide services as provided in Appendix A and in the "Description of Services."

Non-On-Site Staffing Support–HBS will provide services as specified in a SOW approved by CITY. The Director of Administration shall have the authority to sign a Statement of Work on behalf of the CITY.

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, 2020 and cover a period including all of calendar year 2020 and shall continue thereafter on a month-to-month basis until such time that the Agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement.

3. PLACE OF SERVICE

Services provided for herein will be performed at the various CITY properties and facilities, unless otherwise agreed to in writing by the parties.

4. LIABILITY FOR SERVICES

CITY is relying upon HBS's expertise in the provision of services, materials, and products under this Agreement, and HBS warrants that it will provide such services, in a professional, timely, and efficient manner and as would a reasonable and prudent provider in the computer and related technology services industry in the Southeastern Wisconsin area. Any limitation of liability may be made subject to required insurance coverages. HBS shall serve as CITY's professional representative in matters to which this Agreement applies. HBS is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

5. INDEMNIFICATION

- A. To the fullest extent permitted by law, HBS shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and direct damages (including but not limited to reasonable fees and charges attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of HBS or HBS's officers, directors, partners, employees, and consultants in the performance of HBS's services under this Agreement. However, under no circumstances shall HBS's total aggregate liability for indemnification and defense under this Agreement exceed the total amount that CITY has paid HBS pursuant to this Agreement during the twenty-four (24) month period immediately preceding the date on which the cause of action arose.
- B. To the fullest extent permitted by law, CITY shall indemnify and hold harmless HBS, HBS's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY officers, directors, partners, employees, and consultants with respect to this Agreement.
- C. To the fullest extent permitted by law, HBS's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of HBS and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that HBS's negligence bears to the total negligence of CITY, HBS, and all other negligent entities and individuals.
- D. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality, CITY, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. NON-SOLICITATION OF EMPLOYMENT

HBS and CITY agree not to offer, promise, or engage in employment with personnel and/or contractors from the staff of the other for a period of ONE (1) year from the completion of the assignment and/or during the time that the assignment is in progress. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin, provided that the CITY has not directly or indirectly solicited the individual for employment with the CITY.

7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

8. TERMINATION/CANCELLATION

- A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.
- B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

9. HARDWARE AND SOFTWARE PURCHASES

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

- A. **WARRANTY.** Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER ("Hardware and Software Purchases"). CITY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- B. **ACCEPTANCE OF PRODUCTS.** CITY shall be deemed to have irrevocably accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

10. EXTENSION

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

11. RECORDS RETENTION

HBS shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by HBS to CITY for inspection and copying upon request.

12. MISCELLANEOUS PROVISIONS

- A. **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.

- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: HBS 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. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.
- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold

hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

13. ENTIRE AGREEMENT

This Agreement represents and expresses the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS'S forms shall not be deemed accepted by CITY.

14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

19. INSURANCE

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

A.	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	\$5,000,000
D.	Worker's Compensation and Employers' Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, HBS shall, upon request, supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured for General Liability.

TERMS OF PAYMENT

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

ADDITIONAL COSTS

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

NOTICE

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS: Heartland Business Systems, LLC
 N28 W23050 Roundy Drive,
 Suite 2A Pewaukee, WI 53072
 Phone No.: 262-650-6500
 Fax No.: 262-650-6530
 E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

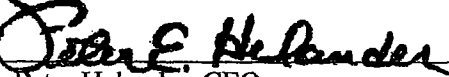
Heartland Business Systems, LLC
P.O Box 347 - Attn: Legal Dept. Little Chute, WI 54140
Phone No.: 920-788-7720
Fax No.: 720-788-7739
E-Mail: Legal Dept. legal@hbs.net

If to CITY: City of Franklin
 Attn: James Matelski, Dir. of Information Technology
 9229 West Loomis Road
 Franklin, WI 53132
 Phone No.: (414) 427-7646
 Phone No.: (414) 858-1100
 Fax No.: (414) 427-7627
 E-Mail: jmatelski@franklinwi.gov and
 Lisa Huening [luening@franklinwi.gov]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
20th day of December, 2019.

HEARTLAND BUSINESS SYSTEMS, LLC (HBS)

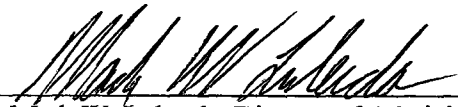
By:  12-20-19
Peter Helander, CEO (Date)

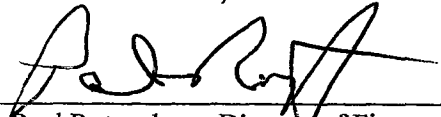
CITY OF FRANKLIN

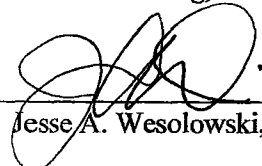
By:  12/23/19
Stephen R. Olson, Mayor (Date)



By:  12/26/2019
Sandi Wesolowski, Director of Clerk Services (Date)

By:  12-23-19
Mark W. Luberd, Director of Administration (Date)

By:  1-10-2020
Paul Rotzenberg, Director of Finance & Treasurer (Date)

By:  1/22/20
Jesse A. Wesolowski, City Attorney (Date)

SCHEDULE A: BILLING METRIC

(Time billed in 15-minute increments)

On-site Staffing Support Position – Full-time: Bill Rate: \$57.23/hr.

- End user problem management and desktop support
 - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
 - Interface with application or infrastructure vendors to provide full resolution for reported problems.
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
 - Install new desktop or laptop hardware or upgrade existing systems as needed.
 - Document all application installation and user provisioning instructions.
 - Track and maintain all hardware and software assets.
 - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
 - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
 - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
 - Adhere to system security standards and maintain auditing documentation.
- Server & Storage Maintenance
 - Actively analyze performance and capacity metrics for all server and storage systems.
 - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
 - Implement and maintain Active Directory Group Policies and login scripts.
 - Provision new virtual machines using defined templates and configure server application to deployment standards.
 - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
 - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
 - Network configuration is limited to internal devices only.
 - Maintain technical documentation for all server and networking equipment.
- Managing system and tape backups
 - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
 - Setup and configure all tape backups for physical servers and appliances.
 - Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
 - Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.
- Project Implementation Tasks
 - Execute the implementation of project tasks for desktop, application, or infrastructure changes
 - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.

- Additional support duties as required for the coordination and implementation of project tasks.

Additional Staffing Support – as needed - Bill Rate: \$96.50/hr.

- Same as “*On-site Staffing Support Position – Full-time*” but utilized on “as needed” basis

Network Engineering Support – as needed - Bill Rate: \$121.50/hr.

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: \$121.50/hr.

Level 3 Bill Rate: \$151.50/hr.

Level 4 Bill Rate: \$166.50/hr.

Network Security Services – as needed - Bill Rate: \$226.50/hr.

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

Cabling (low voltage) Services – as needed - Bill Rate: \$86.50/hr.

Audio Visual Services – as needed - Bill Rate: \$96.50/hr.

Physical Security Services – as needed - Bill Rate: 116.50/hr.

Web Development – as needed - Bill Rate: \$136.50/hr.

.NET Development – as needed - Bill Rate: \$151.50/hr.

SharePoint Support – as needed - Bill Rate: \$156.50/hr.

Data Services & Business Intelligence/SQL Server/DBA – as needed - Bill Rate:

\$166.50/hr.

Dynamics CRM / 365 Support - Bill Rate: \$176.50/hr.

AWS/Azure Support – as needed - Bill Rate: \$146.50/hr.

Project Management – as needed - Bill Rate: \$161.50/hr.

Emergency and After Hours Support Services - Bill Rate: 1.5x specified rate

- 24-hour guaranteed response time

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2020
REPORTS & RECOMMENDATIONS	Authorize the Director of IT to execute a Participating Addendum Agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement	ITEM NUMBER <i>G.12.</i>

At their meeting of March 6, 2018, the Council approved a motion that authorized the Director of Administration to execute a Participating Addendum Agreement through the National Association of State Procurement Officers' (NASPO) ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement.

To recap, this Participating Addendum (PA) agreement was developed and entered into in order for the IT Director to streamline copier and printing support, since nearly every copier is also a network device serving both as a network printer and as a direct link to the network file system for scanned documents, all the while aligning photocopying costs and terms to those stipulated within standardized NASPO contracts. The Director of IT recommended migrating all copying needs towards a Toshiba platform instead of utilizing different copying vendors on a per department basis. The recommendation for Toshiba was based on several significant competitive advantages: 1) the Toshiba product line allows for better integration within a Microsoft Windows 2019 networking environment; 2) Toshiba copiers are less complex to administer and maintain and they have a more streamlined administrative interface which allows copier updates to be performed in less time and without error; and 3) Toshiba copiers also have the ability to use hardware-based OCR scanning that is integrated into the system and software-based OCR servers either as part of a dedicated Toshiba or third-party scanning solution or integrated into a larger Document Management System.

The PA was also entered into for the purpose of establishing a mechanism and pricing for the acquisition of Toshiba copiers through the multi-state competitive bid. The PA allows the City to participate fully and directly with the 14 states in the terms of the contract and ensures the City has the muscle of NASPO behind enforcement of the contract. The PA does not lock the City into only leasing or buying these copiers, it simply fixes the prices and the terms if the City elects to pursue a Toshiba device. The pricing schedules provide for direct purchase or a variety of lease terms. A variety of levels of machines and features or add-ons are also covered.

The City's current PA expires March 31, 2020. The Department of Administration has been working with Rick Jackson of Toshiba, the same rep that worked with the former Director of Administration on the current Participating Addendum agreement, on establishing a new PA. Attached is the new PA between the City and Toshiba where 1) we were able to duplicate the terms that the former Director of Administration and Mr. Jackson (Toshiba) agreed to in the current PA, and 2) Toshiba was also able to incorporate the exact same exhibits (A-E) to this new PA from the current PA which includes the "City-wide Master Lease Agreement" (Exhibit A) that was signed by the former Director of Administration. So the exhibit documents to the new PA have all been incorporated without modification from the current PA. The only differences between the new attached PA and the current PA are the references made pertaining to the Master Agreement between NASPO and Toshiba (the lead state is now Colorado and the new Master Agreement Number is now 140604) and some new added options/offers by Toshiba to the City where there are no obligations to do or buy anything, but Toshiba is making them available.

Since the current PA has been in place, several departments have acquired new or leased Toshiba copiers through James Imaging Systems with the pricing and terms as directed under the PA and it is/has been working very well. Departments still drive the selection of the copier features they need and are still required to ensure their budgets are sufficient to cover the costs and determine whether to purchase or lease, but Departments do not have to negotiate purchase terms and have the IT Department to aid them in using the NASPO contract tables to select their speed, size, and features, etc.

Since the terms of the attached new PA and Exhibits pretty much mirror the City's current PA/Exhibits (except for the differences as noted above), the Director of IT recommends that he be authorized to execute the attached new PA.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of IT to execute the attached Participating Addendum agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum agreement.

IT Director James Matelski

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIER AND MANAGED PRINT SERVICES
Administered by the State of Colorado (hereinafter "Lead State")**

**MASTER AGREEMENT
Toshiba America Business Solutions, Inc. (hereinafter "Contractor")
Colorado Master Agreement No. 140604**

AND

City of Franklin, Wisconsin (hereinafter "Participating Entity" or "City")

Master Agreement # **140604**

Contractor **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

Participating Entity **CITY OF FRANKLIN, WISCONSIN**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

- 1 Scope This Participating Addendum (also known as the "PA") covers the Copiers and Managed Print Services Master Contract #140604 lead by the State of Colorado for use by the Participating Entity and those purchasers listed in Exhibit D to this PA which are within the Participating Entity's jurisdiction and which the CITY has authorized to purchase or lease under this PA (collectively "Authorized Buyer(s)") The Participating Entity certifies that has received prior authorization and approval from the state's chief procurement official to enter this PA

Parties hereto agree that the Exhibit A – City Master Lease Agreement, and the Exhibit B – Service Level Agreement, and the Exhibit C – Toshiba Maintenance Agreement as incorporated into the previous Participating Addendum under Master Agreement Nevada RFP 3091 between the City and Toshiba America Business Solutions, Inc which was effective June 27, 2018 shall be hereby incorporated into this PA without modification

In the event of a conflict between the terms and conditions of this PA and any Exhibit or Attachment subject to this PA, the terms and conditions of the documents shall prevail in the order as follows 1 Exhibit A - City Master Lease Agreement, 2 Participating Addendum, 3 Exhibit E - NASPO Lease Order Form, 4 Exhibit B - Service Level

Agreement, 5 Master Agreement, 6 Exhibit C - Toshiba Maintenance Agreement, 7 Exhibit D - Authorized Buyers

- 2 Participation Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity and State Chief Procurement Official
- 3 Participating Entity Modifications or Additions to The Master Agreement Modifications or additions apply only to actions and relationships within the Participating Entity The Following changes are modifying or supplementing the Master Agreement terms and conditions

The parties agree that references to "State" or "Participating State" throughout the Master Agreement Terms and Conditions (as executed between the State of Colorado and Toshiba America Business Solutions, Inc , and referred to herein as "Master Agreement") and its attachments shall be interpreted to refer to the Participating Entity

The parties agree that Section 6 13 4 of the Master Agreement, incorporated herein by reference, is modified with the following

- a) The parties agree that Section 6 13 4 of the Master Agreement is changed with the following
 - 1 Sentence three (3) is replaced with the following "Otherwise, the Contractor shall have control over the defense and settlement of it "
 - 2 In sentence four (4) after "However", the following is inserted "regarding the settlement of such claim"
 - 3 Sentence six (6) and seven (7) are replaced with the following "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles,

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement "

4 Leases

- a) Equipment leases are subject to the lease agreement, as set forth as Exhibit A ("City Master Lease Agreement") unless otherwise agreed to The Participating Entity shall enter into the City Master Lease Agreement for itself, and the CITY may allow Authorized Buyer(s) under its jurisdiction to place "Lease Orders" (defined below) under the City Master Lease Agreement All Lease Orders placed under the City Master Lease

Agreement shall be treated as if they are CITY orders, and the CITY will be the responsible lessee for all obligations, including the financial payment obligations, for such orders. To initiate a Lease Order, Authorized Buyer(s) shall issue 1) a Purchase Order ["PO"] which incorporates the City Master Lease Agreement terms and conditions and 2) a NASPO Lease For Equipment and Maintenance Order Form (hereafter "NASPO Lease Order Form") as provided for in Exhibit E to this PA. Notwithstanding anything to the contrary in this PA, in the event of a conflict between the City Master Lease Agreement and the Master Agreement or this PA, the terms of the City Master Lease Agreement will supersede and control. The City Master Lease Agreement and each Lease Order issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

b) Contractor may assign, solely for financing purposes, their rights to payment to the equipment. Any such assignment, however, does not excuse Contractor from bearing any obligation, term and condition as outlined under the Master Agreement terms and conditions.

c) End of term. At the end of term, Authorized Buyer(s) shall have the option to (i) renew the schedule (ii) purchase the Equipment or (iii) return (removal of) the equipment. If Authorized Buyer(s) desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if Authorized Buyer(s) fails to notify Contractor of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be automatically renewed on a month-to-month basis after the term unless cancelled by either party. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

d) Non-Appropriation of Funds. Participating Entity intends to remit all Lease Payments and all other sums due to Contractor for the full Lease Term if funds are legally available. In the event Participating Entity is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to the Lease or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to Participating Entity or Authorized Buyer(s) to pay the payments and other payments due and to become due under the Lease, and there is no other legal procedure with available funds by or with which payment can be made to Contractor, Participating Entity shall have the right to return the Equipment in accordance with the terms and conditions of the City Master Lease Agreement and terminate the applicable Lease Order effective on the last day of the fiscal period for which appropriations were received without penalty or expense to Participating Entity or Authorized Buyer(s), except as to the portion of Lease Payments and all other sums due to Contractor for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Participating Entity's fiscal year, Participating Entity's or Authorized Buyer(s)'s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period and (b) Participating Entity has exhausted or the date upon which it will exhaust all funds legally available for the payment of Participating Entity's obligations under the Lease Order. If Participating Entity terminates a Lease Order because of non-appropriation of funds, Participating Entity may not purchase, lease or rent, equipment performing functions for the Participating Entity's operating unit similar to those performed by the

Equipment for a period of twelve (12) months This section shall not permit Participating Entity to terminate the City Master Lease Agreement or a Lease Order in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended

e) Other Documents Standard forms and templates may be used for various purposes, including Orders, invoices, quotes, 'Website terms and or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents") Any use of Other Documents are not part of this Contract unless otherwise noted within the Participating Addendum and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law, and do not modify the terms of this Participating Addendum

- 5 Primary Contacts The primary contact individuals for this Participating Addendum are as follows (or their named successors)

Contractor

Name	Rick Jackson, Sr Contracts Specialist
Address	25530 Commercentre Drive, Lakeforest, CA 92630
Telephone	(949) 462-6089
Email	Rick.Jackson@tshiba.com

Participating Entity

Name	Lisa Huening and/or James Matelski
Address	9229 W Loomis Road, Franklin, WI 53132
Telephone	414-858-1100
Fax	414-427-7627
Email	Lhuening@franklinwi.gov JMatelski@franklinwi.gov

- 6 Subcontractors All Contractor authorized dealers and resellers as shown on the dedicated cooperative contract website ("Authorized Dealers"), are approved to provide sales and service support to participants in the jurisdiction of this PA The Authorized Dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement
- 7 Purchase Order Instructions Orders can be made out to (a) Toshiba America Business Solutions, Inc or (b) Authorized Dealers as approved by Toshiba and the CITY To the extent Authorized Buyer(s) and Contractor agree on additional terms, the terms will be documented on the Authorized Buyer(s) PO, or other transaction document such as a Statement of Work, signed by both parties, however, such additional terms may not contradict and shall not supersede terms of the City Master Lease Agreement or this PA

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO Contract resulting from Contract #140604 and, if a lease, this Purchase Order shall constitute an Order under the Terms and Conditions of the City Master Lease Agreement," and (2) a completed NASPO Lease Order Form as set forth in Exhibit E to this PA Please channel your PO through one of our Authorized Dealers so they can arrange for proper ordering and installation of your unit

Delivery and Acceptance shall be in accordance with Section 18 of this PA Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate

For Toshiba America Business Solutions, Inc Orders

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Toshiba America Business Solutions, Inc	Address shown on Lease invoice	Address shown on Lease invoice

For Authorized Dealer Orders, address to and remit payments as shown on the Authorized Dealer invoice or, in the case of lease payments, to the address listed on the invoice

Contract pricing is inclusive of delivery (FOB Destination Freight Prepaid to the delivery address specified in accordance with Master Agreement Terms and Conditions #11), network installation, waste material removal, initial training, and removal cost of equipment placed under this agreement Network installation includes configuration of the device for the proper network protocols and installation of the appropriate print drivers on up to five (5) computers per unit ordered Any additional network installation shall be negotiated between the Purchasing Entity and the Contractor

- 8 Service Level Agreement is set forth in **Exhibit B** attached hereto and incorporated by reference
- 9 Toshiba Maintenance Agreement
Notwithstanding anything to the contrary in the Master Agreement or Participating Addendum, Authorized Buyer(s) are subject to Toshiba Maintenance Agreement attached and incorporated herein as **Exhibit C**.
- 10 Software Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software Software subscriptions shall not be subject to automatic renewals Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control In addition, any language in a EULA which violates a participating state's constitution or a statute of that state, or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity
- 11 Meter Collection Methods
Contractor has at its disposal multiple tools to address these requirements Contractor can provide electronic remote meter reading and equipment monitoring services using on-

premise or cloud based software solutions. Some of these technologies may include fleet management solutions. These solutions allow for automated meter reading and submission for billing, and automatic placement of service calls in the event of a critical product issue. Additionally, some of these tools also allow for remote configuration and management of the fleet including periodic firmware updates. Contractor, working with the Customer will determine the most appropriate monitoring software based on the customer's environment and requirements. For cloud based monitoring services, Contractor ensures that any data transmitted between customer environment and the monitoring service is highly encrypted and secure.

12 Insurance

Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws, (b) Employer's Liability Insurance with limits of a minimum of (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease, (c) General Liability Insurance that includes the State as an additional insured with limits of (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Buyer will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Authorized Buyer(s) or other property of Contractor's in Authorized Buyer's care, custody and control or while in transit (If applicable).

13 Audit Rights

Upon the prior written request of the CITY and no more frequently than once a year during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the CITY to confirm its payment obligations under any invoice. Contractor will assist the CITY in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

14 Intentionally left blank

15 Individual Customer

a) For Purchases

- Each Authorized Buyer(s) that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each Authorized Buyer(s) will be responsible to follow the terms and conditions of the Master Agreement, and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Authorized Buyer(s) will be responsible for their own charges, fees, and liabilities. Each Authorized Buyer(s) will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Authorized Buyer(s) individually.

b) For Leases

- The Participating Entity shall enter into a lease agreement as set forth in

Exhibit A to this PA (known as the " City Master Lease Agreement") for itself and the CITY may allow Authorized Buyer(s) under its jurisdiction to place orders under the City Master Lease Agreement. All orders placed under the City Master Lease Agreement shall be treated as if they are CITY orders and the CITY will be the responsible lessee for all obligations, including the financial payment obligations, for such orders.

16 Taxes

The CITY and its Authorized Buyer(s) are exempt from payment of federal tax and Wisconsin state and local taxes on its purchases, including property, sales or use taxes (except certain Wisconsin excise taxes that do not apply in the instance of copiers). The CITY and its Authorized Buyer(s) will provide appropriate tax exemption certification upon request and shall not be responsible for additional charges related to property, sales or use taxes above the pricing in the Toshiba pricing schedule.

17 Governing Law, Venue

Any and all applicable references of Colorado (CO) law are to be changed to read, Wisconsin (WI). This Participating Addendum and its amendments and exhibits thereto, shall be governed by Wisconsin Law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Milwaukee County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the Participating Addendum and which in any manner affect the work or its conduct.

18 Receipt and Acceptance of Goods:

The Authorized Buyer(s) may refuse shipment when delivered after normal working hours. The Authorized Buyer's receipt of Products upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Products if they do not conform to contractual requirements. When Authorized Buyer(s) receives the installed Product, the Authorized Buyer(s) agrees to inspect it to determine it is in good working order within five (5) full working days.

If there are any defects in the Products at the time of delivery and installation, the Authorized Buyer(s) shall promptly notify the Contractor of its rejection of said Products. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies, or equipment, if the materials, supplies, or equipment does not conform to contractual requirements. Authorized Buyer's failure to notify Contractor of its rejection within the five (5) day period following the completion of Contractor's installation shall be construed as Buyer's Acceptance.

Without limiting any other rights, the Authorized Buyer(s), at its option, may require the Contractor to

- a. Repair or replace any or all of the defective and rejected Products at Contractor's expense,
- b. Refund the price of any or all of the defective and rejected Products, and
- c. Accept the return of any or all of the defective and rejected Products.

If rejected, the Goods shall remain the property of the Contractor.

- 19 For convenience of interpretation, it is noted that the section in the following document remains in effect and is incorporated herein by reference
- a) Master Agreement Terms and Conditions "4 10 Inspection & Acceptance", with the Acceptance Testing period as herein modified
- 20 Severability
If any provision of this PA is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the PA shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
- 21 Product Installation & Invoicing Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.
- Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.
- Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.
- 22 Not Specifically Priced ("NSP") Open Market Items Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include
- i) Interactive White boards,
 - ii) Computers, monitors, or other related items,
 - iii) Fax machines,
 - iv) Overhead Projectors, and
 - v) Cameras
- NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- 23 Showroom Equipment Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met
- a The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined), and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined),

- b The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device, and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model

24 Managed Print Services ("MPS") Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" Contractor's service level agreements and scope of services is provided in Master Agreement **Exhibit B** (This Exhibit B is also found in the Master Agreement as Attachment F) Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work template, like the format provided in the NASPO ValuePoint RFP Exhibit F "MPS Statement of Work"

This Participating Addendum and the Master Agreement number 140604 (administered by the State of Colorado) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Contractor as stated in Section 7 of this PA The terms and conditions of this Participating Addendum and its Exhibits and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms introduced by the Buyer

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below

Participating Entity	Contractor Toshiba America Business Solutions, Inc
Signature	Signature
Name	Name
Title	Title
Date	Date

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact
NASPO ValuePoint

Cooperative Development Coordinator	Ted Fosket
Telephone	(907) 723-3360
Email	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this
document to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.***

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 03/28/2019

PRODUCER:

AON RISK INSURANCE SERVICES WEST, INC
707 WILSHIRE BLVD SUITE 2600
LOS ANGELES, CA 90017
PHONE (213) 630-3200

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MITSUI SUMITOMO INS CO OF AMERICA
COMPANY LETTER	B	SOMPO JAPAN NIPPONKOA INSURANCE
COMPANY LETTER	C	SOMPO INSURANCE COMPANY OF AMERICA
COMPANY LETTER	D	INDIAN HARBOR INSURANCE COMPANY
COMPANY LETTER	E	

INSURED:

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC
25530 COMMERCE CENTRE DRIVE
LAKE FOREST, CA 92630

COVERAGES

This memorandum verifies that the following coverages are in force General Liability, Business Automobile Liability, Commercial Umbrella & Excess Liability, Workers' Compensation & Employers' Liability
This memorandum is furnished to you as a matter of information for your convenience It is not intended to reflect all the terms and conditions or exclusions of such policies This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies

CO LTR	TYPE OF INSURANCE <input checked="" type="checkbox"/>	POLICY NUMBER	EFF DATE	EXP DATE	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 2121604	04/01/2019	04/01/2020	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 10,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any fire)	\$ 1,000,000
					MED EXPENSE (Any one person)	\$ 10,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	BVR8405728 (AOS) BVM8803033 (MA)	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					TOTAL BOTH POLICIES	
					EACH OCCURRENCE	\$ 10 000 000
A	<input checked="" type="checkbox"/> EXCESS LIABILITY	UMB5306478	04/01/2019	04/01/2020	AGGREGATE	\$ 10 000 000
					<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
					EACH ACCIDENT	\$ 1 000 000
					DISEASE POLICY LIMIT	\$ 1 000 000
					DISEASE-EACH EMPLOYEE	\$ 1 000 000
					AGGREGATE	\$8 000 000
C	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WCN40975X0	04/01/2019	04/01/2020	EACH OCCURRENCE	\$8 000 000
D	<input checked="" type="checkbox"/> PROFESSIONAL E&O/PRIVACY CYBER SECURITY	MTP903068704	04/03/2019	04/03/2020	AGGREGATE	\$8 000 000
					EACH OCCURRENCE	\$8 000 000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF COVERAGE AS RESPECTS ALL OPERATIONS LOCATIONS AND PRODUCYS SOLD OR MANUFACTURED BY THE INSURED ALL VENDORS ARE INCLUDED AS ADDITIONAL INSUREDS AS PER BROAD FORM VENDORS ENDORSEMENT BROAD FORM ADDITIONAL INSUREDS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT BROAD FORM WAIVERS OF SUBROGATION / TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS BY WRITTEN CONTRACT OR AGREEMENT

** PRODUCTS / COMPLETED OPERATIONS LIABILITY POLICY #R002801768* ISSUED BY SOMPO JAPAN NIPPONKOA INSURANCE IS ON CLAIMS-MADE BASIS and Excludes Contractual Liability THIS IS A GLOBAL CONSOLIDATED POLICY FOR ALL TOSHIBA TEC OPERATING COMPANIES WORLDWIDE AND THE TERMS & CONDITIONS OF THIS POLICY SHOULD BE VERIFIED BY THE SEPARATELY ISSUED CERTIFICATE OF INSURANCE FROM NIPPONKOA INS CO

**Exhibit A To Participating Addendum
For the City of Franklin, WI**

NASPO-ValuePoint
CONTRACT #3091

CITY MASTER LEASE AGREEMENT

a Contract Between
The City of Franklin, Wisconsin

and
Toshiba America Business Solutions, Inc

WHEREAS, the City of Franklin, Wisconsin ("Lessee") is authorized to lease under the above referenced NASPO-ValuePoint Master Agreement (formerly "WSCA-NASPO Master Agreement") and the City of Franklin, WI Participating Addendum ("PA") thereto, and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee,

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows

1 **LEASE TERM** This Agreement shall be effective from the date of last signature below ("Effective Date") and shall continue until the end of the last Order Lease Period applicable under the NASPO Lease Order Forms executed under this Agreement, unless sooner terminated by either party as set forth in this Agreement in Section 6. The Order Lease Period for orders placed under this Agreement after the Effective Date shall continue in full force and effect under the terms of this Agreement until the expiration of such Order Lease Period and shall survive the expiration of the Participating Addendum.

2 **DEFINITIONS.** "Lease Order" shall mean an order from an Authorized Buyer (as defined in the PA) for the lease of equipment under the terms and conditions of this Agreement as set forth in Section 4 of the PA. "Leased Equipment" means the equipment described in the Lease Order and the NASPO Lease Order Form and Schedule, which is attached to and incorporated into the Lease Order, and any replacement equipment provided by Lessor during the term of this Agreement. "Lessor" means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee.

3 **CONSIDERATION (RENT)** The parties agree that Lessor leases to Lessee the equipment described in and for the lease payments set forth in the NASPO Lease Order Form and Schedule, excluding meter charges, late fees and applicable taxes. Except as provided in section 6(c) or as may mutually result as allowed by section 6(a), Lessee's payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents. Any intervening end to a fiscal period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

4 **POSSESSION, TITLE AND RETURN**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term set forth in Section 1 above, unless this Agreement is earlier terminated in accordance with Section 6 below, and shall keep such Leased Equipment at the location specified in the NASPO Lease Order Form and Schedule or such other location as Lessor may agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any. If the NASPO Lease Order Form and Schedule indicates that this lease is a Capital Lease and if this Agreement is deemed to be a secured transaction, Lessee grants Lessor a first priority security interest in the Leased Equipment to secure all of Lessee's obligations under this Agreement, agrees not to permit any other liens on the Leased Equipment, and shall own such Leased Equipment as of the acceptance date. At the end of the Lease Term, if Lessee is not in default, Lessor will release any security interest it may have in the Leased Equipment subject to such Capital Lease, which will be retained by Lessee.

(c) At the expiration of the term of this Agreement and provided that the NASPO Lease Order Form and Schedule does not indicate this lease is a Capital Lease, Lessee shall securely remove all data from any and all disk drives or magnetic media of the Leased Equipment and make the Leased Equipment available to Lessor for pickup at Lessee's premises. If Lessee is not in breach of this Agreement, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor until the Leased Equipment is delivered to Lessee's designated location and delivery is accepted by Lessee, at which time risk of loss passes to Lessee

(e) If the NASPO Lease Order Form and Schedule indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes, if any.

5 **TAXES** The CITY and its Authorized Buyer(s) are exempt from payment of federal tax and Wisconsin state and local taxes on its purchases, including property, sales or use taxes (except certain Wisconsin excise taxes that do not apply in the instance of copiers) The CITY and its Authorized Buyer(s) will provide appropriate tax exemption certification upon request and shall not be responsible for additional charges related to property, sales or use taxes above the pricing in the Toshiba Group A pricing schedule.

6 **TERMINATION**

(a) **Termination By Mutual Consent.** Any discretionary or vested right of renewal notwithstanding, this Agreement or a Lease Order issued under this Agreement and the PA may be terminated upon written notice by mutual consent of both parties.

(b) **Termination for Default or Breach.** A default or breach may be declared with or without termination This Agreement or a Lease Order issued under this Agreement and the PA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which may not exceed the balance of lease payments for leases and may not exceed more than two (2) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges

(c) **Termination for Nonappropriation.** The continued application of this Agreement to any Lease Order beyond the current fiscal period and/or each subsequent fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources If for any reason Lessee's funding applicable to any Lease Order is not appropriated or is withdrawn, limited, or impaired, Lessee may terminate said Lease Order, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation, withdrawal, limitation or impairment is provided by Lessee to Lessor If Lessee terminates a Lease Order because of non-appropriation, withdrawal, limitation or impairment of funds, Lessee will not purchase, lease or rent replacement equipment performing the same functions for the Lessee's operating unit as the Leased Equipment for a period of twelve (12) months.

7 **INSURANCE.** At Lessor's request, Lessee shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in Lessee's possession by Lessee's program of self-insurance or a policy of property insurance from a qualified insurer

8 **LOSS OR DAMAGE** If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessee's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 6% per annum, and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor No such loss or damage shall relieve Lessee of payment obligations hereunder.

9 **PERFORMANCE AND WARRANTY AND MAINTENANCE OF EQUIPMENT** All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty Lessor shall be responsible for ongoing service and maintenance of the Leased

Equipment for the duration of the Lease Term. The terms of this Agreement do not preclude the potential requirement for Lessor to replace a piece of equipment that fails to meet the service level requirement or Toshiba's Total Quality Commitment as more further set forth in Exhibit B of the PA and, furthermore, any such replacement that may occur shall not extend the applicable Lease Order term.

10. **LESSOR REMEDIES** If Lessee default, Lessor may do one or more of the following (a) recover from Lessee, as liquidated damages for loss of bargain and not as a penalty, the sum of (i) all past due and current lease payments and other amounts due under this Agreement, (ii) the present value of all remaining lease payments, discounted at the rate of 6% per annum, and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment; (b) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4) and to pay all costs of removing and transporting the Leased Equipment; (c) charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

11. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. **LESSEE REPRESENTATIONS.** Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations, (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function, (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term, (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law, (f) unless this lease is a Capital Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law, (g) this Agreement is binding on Lessee and Lessee's successors and assigns, and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. **ASSIGNMENT** Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the WSCA-NASPO Master Agreement and the City of Franklin, WI Participating Addendum. Lessor's assignee shall have Lessor's rights under this Agreement, but none of Lessor's obligations.

14. **AGREEMENT AND MODIFICATION.** This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the City of Franklin, WI Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. In the event of conflict between the Master Agreement or the City of Franklin, WI Participating Addendum and this City Master Lease Agreement, this City Master Lease Agreement shall govern and control. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. **TIME PRICE** If the NASPO Lease Order Form and Schedule indicates the lease is a Capital Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for a Time Price equal to the amount of each Lease Payment times the number of Lease Payments, all as set forth on the NASPO Lease Order Form and Schedule and this Agreement, plus the Purchase Option amount stated on the NASPO Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that Time Price. The Product Cost may be determined by dividing the Lease

Payment by the lease rate factor set forth on the NASPO Lease Order Form and Schedule. Each Lease Payment under a Capital Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the Capital Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Wisconsin, as more fully described in the Participating Agreement. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery, notices that are mailed shall be effective on the third calendar day following the date of mailing.

18. ELECTRONIC DOCUMENTATION. This Agreement may be executed in counterparts and signed by the parties manually or electronically. The executed counterpart that has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. If Lessee transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. Neither party may raise as a defense to the enforcement of this Agreement that it was signed or transmitted electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

LESSOR:
Toshiba America Business Solutions, Inc.

By: 

Name Michael Torcaso
Title Senior Vice President & CFO
Date 06/27/2018

LESSEE:
City of Franklin, Wisconsin

By: 

Name Mark W. Lubarda
Title Director of Administration
Date 6-27-18

EXHIBIT B

**SERVICE LEVEL AGREEMENT (SLA)
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Administered by the State of Nevada ("Lead State")**

1. Customer Level SLA

1.1. Purpose

The purpose of this Exhibit B is to outline service levels; as well as provide Customer with a defined process for equipment replacement or loan as set forth herein.

1.2. Customer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level	Measurement Basis
Average Uptime	96% or Better	Each Machine
Average On-Site Response Time	4 Hours or Less	City Wide

These service levels will be measured on a quarterly basis. Within the first 35 days of each quarter the Contractor will produce and provide the Customer a report on service levels for the prior quarter which will then be measured against the Service Level Agreement Performance Criteria Target Levels. Uptime is measured as a percentage of the hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding Customer Holidays. Contractor is to maintain a service log for each machine serviced describing maintenance and repair services provided for all calls received. The Customer will not be charged for copies of the service log.

Downtime is calculated from the time the Purchasing Entity places the call for service and receives a service confirmation ticket (or similar indicator) and ends when the machine is up and running, and is based on whether the machine inoperative, the copies/pages made are unusable, or, a major feature is not useable (i.e. document feeder, auto duplexing, finisher, etc.). Calculations are based on whole hours with periods less than 45 minutes dropped and periods greater than 45 minutes rounded up (Examples: Call placed at 10:00 a.m. and repaired at 12:15 pm equals 2 hours downtime, but if repaired at 12:46 it equals 3 hours downtime..)

1.3. Total Quality Commitment (TQC)

- 1.3.1. Free Replacement** - If Buyer's Toshiba MFD, Facsimile or its accessories, do not operate within Toshiba's product specifications (which includes a failure to meet any of the Performance Criteria Target Levels in 1.2 above for any two consecutive quarterly periods) during the term of its lease or if purchased its maintenance service term, and if the equipment cannot be repaired to perform within product specifications,

**SERVICE LEVEL AGREEMENT (SLA)
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Administered by the State of Nevada ("Lead State")**

Contractor will replace the MFD, facsimile or accessory at no charge with a model of equal or better features and specifications.

1.3.2. Free Loaner:

1.3.2.1. If Customer's Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying a Contractor's Authorized Servicing Provider or requires off-site service, a loaner MFD will be provided by the Contractor Authorized Servicing Provider at no additional charge.

1.3.2.2. All loaned equipment is the property of Contractor or the Contractor's Authorized Servicing Provider and must be returned to Contractor or the Contractor's Authorized Servicing Provider at the time the repaired or replaced equipment is tendered.

1.3.3. Term of Program.

The term of this program is (i) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or, (ii) for leased or rented equipment, the length of the original lease or rental term starting from the equipment installation date or the maximum number of copies as stated in the product specifications, whichever occurs first.

1.3.4. Terms & Conditions Of TQC

This program applies only to new Toshiba MFD and/or accessories acquired by customers from Toshiba or an Contractor Authorized Servicing Provider on or after April 1, 1996, on condition that the equipment: (i) was continuously maintained under a full service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and (ii) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the equipment. This program is non-transferable. Product damaged or destroyed because of Buyer's negligence, misuse or abuse, improper electrical power, or an act of God are not covered under this program.

If a Contractor Authorized Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

1.3.5. How To Exercise This Guarantee

First, notify your Authorized Toshiba Servicing Provider of the problem. If you do not obtain resolution to your satisfaction via your Authorized Toshiba Servicing

EXHIBIT B

**SERVICE LEVEL AGREEMENT (SLA)
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Administered by the State of Nevada (“Lead State”)**

Provider, send a certified letter documenting your problem and a copy of the NASPO Lease Order Form to:

Toshiba America Business Solutions, Inc.
Director of Field Service
25530 Commercentre Drive
Lake Forest, California 92630

These maintenance terms are pursuant to a Participating Addendum under NASPO ValuePoint Cooperative Purchasing Organization Master Agreement administered by the State of Nevada RFP 3091 (the "Contract"). By accepting this Exhibit, Customer agrees to purchase the services as set forth in the Contract for the equipment identified on the Maintenance Order Form. Contractor agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed in the Maintenance Agreement Order Form in accordance with the terms and conditions of the Contract and the Maintenance Agreement Terms below.

MAINTENANCE AGREEMENT TERMS

- 1 **TERM:** Each asset shall be annually renewable on each yearly anniversary date for an additional one (1) year period. Contractor shall notify Customer in writing of any such pending anniversary date no later than ninety (90) days prior to such date, and Customer shall have until forty-five (45) days prior to such date to notify Contractor in writing that it wishes to renew the term for an additional year in order for such renewal to take effect.
- 2 For each piece of equipment under this Maintenance Agreement there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Maintenance Agreement is terminated or the equipment is withdrawn from service.
- 3 **REMOVAL FROM SERVICE.** Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 4 **INVOICING CHARGES.** Customer will pay the charges set forth in the Contract. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Maintenance Agreement whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever unless the result of the application of a superseding document. Excess click charges or Overage Charges, as applicable, will be invoiced monthly for the period selected on the Maintenance Order Form.
- 5 If any part of a payment is not made by the Customer when due, Customer agrees to pay Contractor a Late Charge pursuant to the terms of the Contract.
- 6 Contractor may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. Contractor will adjust the estimated charge for overage clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. Contractor may charge a fee to recover the cost of meter collections if meters are not received.
- 7 **CONSUMABLE SUPPLIES.** All supplies delivered as part of this Maintenance Agreement remain the property of Contractor until and unless they are consumed by the equipment in the performance of this Agreement. Any supplies not consumed as specified and not surrendered to Contractor upon expiration or termination of the Maintenance Services for an asset will be invoiced to the Customer at Contractor's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from Contractor to Customer if such consumable supplies are stored at Customer's facility.
- 8 **TAXES.** Unless Tax Exempt (as evidenced by certificate or in the case of exempt sales to federal, state, and local government entities a seller may also document the exemption by retaining a copy of a government issued purchase order, government check or voucher in place of the exemption certificate), in addition to the charges due under this Maintenance Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Maintenance Agreement, or any activities hereunder, exclusive of taxes based upon net income.
- 9 **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriated electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If Contractor has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from Contractor immediately. Contractor shall have full and free access to the equipment to provide service thereon.
- 10 If persons other than Contractor representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by Contractor is required, such repairs shall be made at Contractor's applicable Time and Material rates and terms then in effect. If such additional repair is required, Contractor may immediately withdraw the equipment from this Maintenance Agreement.
- 11 **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operations Manual and for training additional end-user. If the Key Operator assignment changes, Customer agrees to designate a new Key Operator immediately. Contractor agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at Contractor normal hourly rates.
- 12 **EXCLUSIONS.** Service under this Maintenance Agreement does not include:
 - a. Furnishing paper, staples (unless purchased by the Customer), replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following.
 - b. Service of equipment if moved outside of Contractor's designated service area.
 - c. Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster.
 - d. Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment.
 - e. Painting or refinishing of the equipment.
 - f. Making specification changes.
 - g. Performing key operator functions as described in the operator manual.
 - h. Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed.
 - i. Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a Contractor supplied power filter/surge protector repairs will be included.
 - j. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer with all the facilities prescribed by Contractor including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
 - k. Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
 - l. Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 13 This Maintenance Agreement is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of Contractor. Any attempt to assign or transfer any of the rights, duties or obligations of this Maintenance Agreement without such consent is void. Contractor's service provided outside the scope of this Maintenance Agreement will be furnished at Contractor's applicable time and material rates and terms then in effect. Contractor is not responsible for failure to render service due to causes beyond its control.

**Exhibit D To Participating Addendum
For the City of Franklin, WI**

Authorized Buyers

- 1 The City of Franklin employee in each of the positions listed below are Authorized Buyers under the Participating Addendum for the City of Franklin
 - a. Police Chief
 - b. Fire Chief
 - c. City Engineer
 - d. Library Director
 - e. Information Technology Director
 - f. Director of Administration

- 2 Modifications to the names of the individuals holding these positions are authorized by the Director of Administration for the City of Franklin, Wisconsin.

**Agreement #**

(Separate Order Form must be completed for each billing locations.)

LESSEE INSTALLATION LOCATION

EQUIPMENT LEASE WITH SEPARATE MAINTENANCE PLAN

TOTAL MONTHLY PAYMENT

Equipment Lease Payment + Monthly Base Charge (If Applicable)

Personal Property Tax Required

NASPO VALUEPOINT ADMIN FEE RATE: 0.25% STATE ADMIN FEE RATE (If Applicable):

Special Instructions/Additional Information (e.g. equipment models upgraded; Buyout details; etc.):

TERM & PAYMENT SCHEDULE (All Payments are exclusive of sales and use tax)

Payment Cycle Monthly Billing

Document Fee \$75.00 included in the 1st invoice

THIS ORDER FORM INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT

NASPO ValuePoint Lease for Equipment and Maintenance Order Form v011119

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2020
REPORTS & RECOMMENDATIONS	Authorization for Renewal of a Contract with Inspiron Logistics for the Emergency Notification System	ITEM NUMBER 6.13.

The City has contracted with Inspiron Logistics LLC since 2010 for its Emergency Notification System. The current term of the City's Emergency Notification System is set to expire April 21, 2020. The Health Director confirms that the service is an integral and important component of her public communication strategy and requirements and further confirms that \$6,400 was budgeted in the Health Department's Preparedness Grant for this ENS program. Although we did have the one service issue in 2013 and one other limited unique service issue where a glitch in the programming caused sporadic issues in receiving text responses in special user group notifications, those issues were fully resolved some time ago and the City has not experienced any other issues since. Inspiron Logistics has continued to improve their software and any such software upgrades are extended to us with the basic service.

Attached is a copy of the new contract which mirrors exactly the City's current contract except for changes to dates and the addition of "electronic mail" and email addresses as another option for delivery of notices (see underlined area of Section 8.5 Notices). This new contract will again cover a two-year term, April 22, 2020 through April 21, 2022, with the ability for an additional year renewal. The annual cost is \$9,600, the same cost as the current contract, and was anticipated in the budget. \$6,400 of the cost is covered by the Health Department "Public Health Emergency Preparedness" Grant (25.0411.5410.7034), and the other \$3,200 is a cost anticipated in the Information Services budget.

Request for approval authorizing the Mayor and City Clerk to execute the attached contract since it is identical to the current agreement already in place, except for changes as mentioned above.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute the attached contract renewing the WENS Service Agreement with Inspiron Logistics for the Emergency Notification System for the same annual rate of \$9,600 and to authorize release of payment for the first year period of 4/22/2020 through 4/21/2021.



SERVICE AGREEMENT

This WENS Service Agreement (this “Agreement”) is entered into, by and between Inspiron Logistics, LLC, an Ohio Corporation with its principal office located at 4000 Embassy Pkwy, Suite 100, Akron OH 44333 (“Inspiron Logistics”) and City of Franklin (“Customer”) with its principal office located at 9229 W Loomis Road, Franklin, WI 53132 effective as of the 21st Day of April 2020 (“Effective Date”)

1. Scope of Services.

1.1 Services In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the “Services”)

a) Setup of a WENS Account whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters,

b) Pre-population of Canned” Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch,

c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A. which is incorporated herein by reference, and

d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality

1.2 Updates From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform (“Updates”) Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available

1.3 Restrictions Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform, (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or “shareware” distribution process, or other similar services to third parties, or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party In no event shall Customer use or access the Platform except as permitted hereunder Inspiron Logistics acknowledges that the

customer must comply with all Wisconsin Record laws

1.4 Ownership Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter (“Inspiron Logistics Property”) No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property Any and all meta-data contained within the Platform such as (i) individuals’ personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity

2. Account.

2.1 Approval of Account Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this Agreement will be terminated upon 15 days’ notice by either party

2.2 Customer Responsibilities

a) **Approvals** Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account

b) Directions Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

2.3 Trademarks Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees")

a) Account Set-up Fees For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

b) Annual Account Maintenance Fees: For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term.

4.1 Term The term of this Agreement commences on the Contract Term Date and continues for Two (2) Years thereafter (together with any renewal term, the "Term") as specified in Schedule A. At the end of the Two (2) years' service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no

less than Sixty (60) days' notice following the end of that year's contract period. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60-day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors, or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach, or (iii) Inspiron Logistics has more than two failures, each noticed in writing by the Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the agreement.

Confidentiality.

5.1 Confidential Information Each party (“Recipient”) acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party (“Disclosing Party”)

5.2 Duties Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient’s employees, consultants, contractors, attorneys, accountants and other advisors (collectively “Representatives”) who have a need to know such Confidential Information for purposes of Recipient’s performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement) Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party’s Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care

5.3 Exceptions The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient’s breach of any legal obligation, (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information, (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient, or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure

5.4 Ownership of Confidential Information The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6 Liability; Warranty.

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1 3, 6 AND 8, IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$19,350

6.2 Warranty.

a) Mutual Warranty Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement

b) Inspiron Logistics Warranty Inspiron Logistics hereby represents and warrants that it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error

c) Exclusive Remedies For any breach of the warranties set forth in Section 6 2(b), Customer’s sole and exclusive remedy and Inspiron Logistics’ entire liability shall be, at Customer’s discretion, either (a) correct the error that caused the breach of warranty, (b) re-perform the Services, or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement

7 Carrier Restrictions/Requirements

7.1 General Carrier Restrictions Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this Agreement may be terminated immediately upon written notice by either party.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers) the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers' network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of

such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such a time as the complaint has been remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered, and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, interrupted and free from unauthorized access or that all messages will be delivered.

8 Miscellaneous.

8.1 Technical Terms. Each word and

abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning

8.2 Currency Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars

8.3 Remedies Cumulative Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement

8.5 Notices All notices required or desired to be delivered or served pursuant to this Agreement may be delivered or served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at either their respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt. Electronic mail notices shall be sent to the following for each Party:
City of Franklin: JMatelski@Franklinwi.gov,
LHuenig@Franklinwi.gov
Inspiron Logistics: SDettling@InspironLogistics.com

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof

8.7 No Waiver A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar

nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or enforceable it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law

8.9 Entire Agreement This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties

8.11 Assignment Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement

8.13 Counterparts This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS LLC

CITY OF FRANKLIN

By: _____

By: _____

Name: Scott Dettling

Name: _____

Title: Managing Partner

Title: _____

By: _____

Name: _____

Title: _____



SCHEDULE A

1. Contract Term Date:

Start Date: 4/22/2020 – End Date: 4/21/22

2. Account Set-up Fee: (waived)

3. 24 Hour/365 Day Client Support (included)

4. Total Combined Account Maintenance Fee and Payment Due Dates

Year 1: \$9,600.00 DUE: 4/22/2020

Year 2: \$9,600.00 DUE: 4/22/2021

- ***Basic Package includes 70k completed voice calls***
- ***1/3 of unused voice calls from previous year rollover to the next contract year***

WENS SERVICES AGREEMENT

Attachment A. System Functionality and Support

Page 1

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability, will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes

Inspiron Logistics will

- 1) achieve a 120-second turn-around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens,
- 2) maintain at least 3 call centers at least two of which must be in different states,
- 3) maintain an "Opt-in" screen that a) allows for citizen self-registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in,
- 4) maintain a "maximum number of characters per message" of not less than 160 characters,
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose,
- 6) maintain an Imaging & Video Delivery System available for Customer's use,
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute,
- 8) maintain a citizen "response" capability, which may serve as a survey feature,
- 9) provide unlimited, free outgoing text, paging, and email messages and services,
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer,
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day, and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons

The Customer may

- 1) name brand the system at the Customer's discretion,
- 2) determine the number to appear in Caller ID location,
- 3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions,
- 4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses,
- 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups, and
- 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement

Citizens may opt-in land lines and cell phones, including non-local numbers, but must be a United States number

WENS SERVICES AGREEMENT

Attachment A System Functionality and Support

A completed call is a call answered by a person or an answering machine

The Customer is **not charged** for calls in error or calls necessary to provide "cancellation" or other corrective notification "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer The data shall be transferred in a file format meeting generally accepted industry standard or an Excel database, as determined by the Customer

OTHER SUPPORT ISSUES

1 Insurance Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below

A Limit of General/Commercial Liability	\$2,000 000
B Professional Liability	\$1,000,000

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability

2 Indemnification To the fullest extent permitted by law, Inspiron Logistics shall defend, indemnify and hold harmless Customer, Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees, charges, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics its officers, directors, employees, agents and consultants with respect to this Agreement

3 Conflict of Interest Inspiron Logistics 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 Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement

Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place

(ii) the other Party materially breaches its obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics



CERTIFICATE OF LIABILITY INSURANCE

INSPI-1

OP ID: RD

DATE (MM/DD/YYYY)

03/09/2020

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

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

PRODUCER Strachan-Novak Insurance Services LLC 2190 E Enterprise Parkway Twinsburg, OH 44087 Robert A Strachan	CONTACT NAME _____ PHONE (A/C, No, Ext) _____ FAX (A/C, No) _____ E-MAIL ADDRESS _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A Admiral Insurance Company INSURER B _____ INSURER C _____ INSURER D _____ INSURER E _____ INSURER F _____
INSURED Inspiron Logistics LLC 4000 Embassy Plwy Ste 100 Akron, OH 44333	

COVERAGES**CERTIFICATE NUMBER****REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	CO00003312-03	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS COMP/OP AGG \$ 1,000,000
						\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED SCHEDULED					BODILY INJURY (Per person) \$
	AUTOS AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER
	If yes describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE EA EMPLOYEE \$
						E L DISEASE POLICY LIMIT \$
A	Professional Liability		CO00003312-03	05/03/2019	05/03/2020	Ea Claim 1,000,000
						Aggr 1,000,000

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

The certificate holder is named as an additional insured under the general liability.

CERTIFICATE HOLDER**CANCELLATION**

FRANKL1

City of Franklin, Wisconsin
9229 W. Loomis Rd.
Franklin, WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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APPROVAL <i>slw BH</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS TO MOVE \$250,000 OF RESTRICTED CONTINGENCY TO UNRESTRICTED CONTINGENCY TO ADDRESS THE CORVID-19 HEALTH EMERGENCY	ITEM NUMBER <i>6.14.</i>

Background

The 2020 General Fund budget includes \$1,335,000 of Restricted Contingency held in reserve for major unforeseen events. The covid-19 virus has reached Wisconsin and the Wisconsin Governor declared a Public Health Emergency on March 12, 2020. State and national events are happening very rapidly.

This is the exact reason the 2020 Budget contains a restricted contingency, so that in an emergency, the Common Council can adopt a budget amendment to release all or a portion of the Restricted Contingency to address the emergency.

Analysis

The City ended 2019 with approximately \$8.3 million of Unassigned General Fund Balance.

The use of the Restricted Contingency will cause the General Fund to operate at a deficit for 2020, however the purpose of the Restricted Contingency was to provide an appropriation to address just such an emergency without violating the State's Expenditure Restraint program. The existence of the 2019 General Fund Unassigned Fund Balance can provide the resources necessary to address the Public Health Crisis.

It is un-known at this time how the resources are to be utilized, however requests are being made for testing kits for the virus, overtime and sick time expenditures for City employees placed in quarantine, additional equipment to permit quarantined City employees to work from home, educational outreach for at risk citizens, to name a few.

Recommendation

Staff recommends adoption of the proposed 2020 Budget Amendment which makes 19% of the Restricted Contingency available in the immediate future to address the Public Health crisis.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to move \$250,000 of Restricted Contingency to Unrestricted Contingency to address the covid-19 health emergency

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 MOVE \$250,000 OF
RESTRICTED CONTINGENCY TO UNRESTRICTED CONTINGENCY TO ADDRESS THE
CORVID-19 HEALTH EMERGENCY

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, \$1,335,000 was appropriated as Restricted Contingency requiring a budget amendment to release the funds; and

WHEREAS, the Wisconsin Governor has declared a Public Health Emergency related to the covid-19 virus; and

WHEREAS, the City of Franklin provides public health services to the Community involving infectious diseases; and

WHEREAS, the Common Council believes it prudent to move \$250,000 of Restricted Contingency to Unrestricted Contingency to free up resources to address the Public Health Emergency enabling the Health Department to respond to the rapidly changing conditions.

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

Restricted Contingency	Decrease	\$250,000
Unrestricted Contingency	Increase	250,000

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 pd</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$77,630 OF ROAD SALT APPROPRIATIONS	ITEM NUMBER <i>6.15,</i>

Background

The 2020 Highway Department budget includes the purchase of 1,700 tons of road salt for \$133,000. The Highway Department participates in the State road salt purchasing program annually, reducing the per ton cost of road salt to all participating Communities from what road salt might otherwise cost. The state requires that the City express its participation in the 2020-21 program in the next several weeks, with little advance notice.

There are 1,100 tons of remaining salt from the 2019-20 salt purchase as of March 12, 2020. In 2014, the City used 3,700 tons, the highest usage in the last ten years.

The City Engineer is recommending the purchase of 2,750 tons in the 2020-21 program, bringing the total available road salt for the 2020-21 season to 3,850 tons less any additional needs for the 2019-20 season which does not end for several more weeks.

The 2,750 tons is estimated to cost \$211,750, which exceeds the 2020 salt purchase budget of \$133,000. There is a need for an additional \$78,750 to support the recommended purchase.

Analysis

The current General Fund Unrestricted Contingency available appropriation is \$77,630.

Recommendation

The Director of Finance & Treasurer recommends a 2020 Budget Amendment not to exceed \$77,630 transfer from Unrestricted Contingency to Highway Salt purchases in the Non-Personnel appropriation. This will exhaust the General Fund Unrestricted Contingency for 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 provide additional \$77,630 of road salt appropriations

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 ADDITIONAL
\$77,630 OF ROAD SALT 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, the 2020 Highway Budget provided for 1,700 tons of road; and

WHEREAS, as of March 12, 2020 only 1,100 tons of road salt remain providing for the balance of the 2019-2020 winter season; and

WHEREAS, the state of Wisconsin road salt purchasing program will seek the City's participation in the 2020-21 road salt purchasing program within the next several weeks; and

WHEREAS, the City Engineer recommends that the City purchase 2,750 tons of road salt for the 2020-21 winter season costing an estimated \$78,750; and

WHEREAS, the 2020 General Fund Unrestricted Contingency has \$77,630 of unused Unrestricted Contingency; and

WHEREAS, the Common Council believes that adequate road salt is necessary for the safety and wellbeing of the Citizens of Franklin.

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

Highway	Road Salt	Increase	\$77,630
Contingency	Unrestricted	Decrease	77,630

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 ____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 17, 2020
Reports & Recommendations	REQUEST TO PARTICIPATE IN STATE CONTRACT FOR PURCHASE OF 2,750 TONS OF SALT	ITEM NO. <i>G116.</i>

BACKGROUND

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount, an additional 20 percent can be placed in reserve, which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets.

ANALYSIS

In 2019, the price of salt was \$72.59/ton. Staff is expecting the 2020 prices to be approximately \$77/ton. Staff is expecting a request to participate in the State Contract in the next 2-3 weeks.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand, used "normal price salt", and saved a significant amount. History indicates that DPW has needed an average of 1,700 to 2,000 tons for a "normal season". Considering the amount and type of streets being added to the system with the increased use of brine solution, the average need is now considered 2,100 tons. Two times a normal season is approximately 4,200 tons.

At the end of the 2018-2019 season, DPW had approximately 2,500 tons in storage. We purchased 1,500 tons in the 2019-2020 season. The new salt storage dome along with the older salt barn have a total capacity of 7,300 tons. In the 2019-2020 winter season, DPW has used 2,900 tons and is anticipating that approximately 1,100 tons will be on hand in the storage facilities.

After another delivery from the last order is received, the 2020 budget will have approximately \$133,000 for salt. At \$77/ton, this would purchase just over 1,700 tons.

4,200 tons needed

(1,100) tons on hand now

(1,700) tons in 2020 budget

1,400 additional tons needed for 2020-2021 season

At \$77 per ton, the 1,400 tons would require a budget amendment of an additional \$107,800. Staff understands that the current budget and fund balance is tight and recommends that the 20% reserve be considered. Note that we do not have to purchase this reserve amount but it is available for the bid amount if needed.

Staff recommends the following strategy for a 2020-2021 salt order:

2,750 tons regular order (@\$77/ton = \$211,750)

550 tons for 20% reserve order (@77/ton = \$42,350)

3,300 tons needed = 4,200 tons needed – 1,100 tons on hand

So, Franklin could place an order for 2,750 tons with an expected cost of \$211,750. Subtracting Franklin's current budget of \$133,000, an additional appropriation of \$78,750 is needed.

OPTIONS

As past practice, it is important to order the salt with the State contract as our best prices are with the State contract.

FISCAL NOTES

The finance implications are described in detail above. A budget amendment is needed.

RECOMMENDATION

Motion to direct Staff to participate in State contract for purchase of 2,750 tons of salt.

Engineering Department: GEM

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/17/2020
REPORTS & RECOMMENDATIONS	An Ordinance to Amend the Municipal Code, §10-19. Quarry Monitoring Committee, as it Pertains to Committee Membership; Amendment to the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as they Pertains to Committee Membership	ITEM NUMBER <i>6.17</i>

At the October 30, 2019 meeting of the Quarry Monitoring Committee (QMC), the QMC reviewed and discussed on the Administrative Rules and Procedures of the Quarry Monitoring Committee, and approved the following motion:

A motion to recommend an amendment to the Rules and Procedures of the Quarry Monitoring Committee, to add a non-voting member selected by the Quarry Monitoring Committee and confirmed by the Common Council and that the Quarry Monitoring Committee ask the Mayor to appoint his citizen member by the first meeting of January 2020

Alderman Wilhelm asked staff to draft the amendment text for the November 14, QMC meeting. The QMC reviewed the proposed amendments and approved the following motion:

A motion to recommend the amendments to the Administrative Rules and Procedures of the Quarry Monitoring Committee, as presented in the November 14, 2019, meeting packet.

The amendments to Administrative Rules and Procedures of the Quarry Monitoring Committee include:

- To add a citizen non-voting member selected by the QMC and confirmed by the Common Council, for a term of 3 years.
- To change the Aldermen service term from 2 years to 3 years, consistent with the Aldermanic term of 3 years. Additionally, the service term shall begin on May 1 instead of June 1, in the year of his or her appointment.

Annexed hereto are the above entitled ordinance amendment and an amendment to the Administrative Rules and Procedures for the Quarry Monitoring Committee, as recommended by the Committee at its meeting on February 27, 2020. The amendments provide for the addition of a non-voting citizen member to the Committee membership.

COUNCIL ACTION REQUESTED

A motion to adopt an Ordinance to Amend the Municipal Code, §10-19. Quarry Monitoring Committee, as it Pertains to Committee Membership;

and

A motion to approve the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as amended to provide for the addition of a non-voting citizen member to the Committee membership.

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE, §10-19. QUARRY MONITORING COMMITTEE, AS IT PERTAINS TO COMMITTEE MEMBERSHIP

WHEREAS, the Quarry Monitoring Committee having review the Municipal Code as it pertains to the membership of the Committee and having recommended its amendment to provide for an additional non-voting citizen member; and

WHEREAS, the Common Council having determined the recommendation to be reasonable.

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

SECTION 1: §10-19. of the Municipal Code of Franklin, Wisconsin, is hereby created to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text; unchanged text is not highlighted]*:

“§10-19. Quarry Monitoring Committee.

A. Composition. The Quarry Monitoring Committee shall consist of ~~six~~five members, two of whom shall be Aldermen and ~~four~~three of whom shall be citizens. One of the four citizen members will be a non-voting member.

B. Appointment. The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council, ~~and each of the other~~ Two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission or committee.

C. Term. The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~one citizen members shall serve for three years; the Aldermen members shall serve for ~~three~~two years and only during his

or her tenure in office, from ~~May~~June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~two years.

D. Duties. The Committee shall undertake all actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

E. Common Council retains jurisdiction. The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

F. The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

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.

ORDINANCE NO. 2020-____
Page 3

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

§ 10-19 Quarry Monitoring Committee. ⁽¹⁾

[Added 6-4-2012 by Ord. No. 2012-2077]

A.

Composition. The Quarry Monitoring Committee shall consist of ~~six~~ five members, two of who shall be Aldermen and four ~~three~~ of who shall be citizens. One of the four citizen members will be a non-voting member.

B.

Appointment. The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council, ~~and each of the other~~ two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission, or committee.

C.

Term. The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~ one citizen members shall serve for three years; the Aldermen members shall serve for ~~three~~ two years and only during his or her tenure in office, from ~~May~~ June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~ two years.

D.

Duties. The Committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

E.

Common Council retains jurisdiction. The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

F.

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

[1]

Editor's Note: Former § 10-19, Board of Electrical Examiners, added 3-6-2001 by Ord. No. 2001-1639, was repealed 4-5-2004 by Ord. No. 2004-1787.

THE QUARRRY MONITORING COMMITTEE
OF THE CITY OF FRANKLIN, WISCONSIN

ADMINISTRATIVE RULES AND PROCEDURES

Adopted by the Quarry Monitoring Committee October 11, 2012

Revised and Approved by the Common Council December 4, 2012

The City of Franklin Quarry Monitoring Committee

Table of Contents

<u>Articles</u>		<u>Page #</u>
Article I	<i>Name of Committee</i>	3
Article II	<i>Duties and Expectations</i>	3
Article III	<i>Authorization</i>	3
Article IV	<i>Membership and Quorum</i>	3
Article V	<i>Terms and Vacancies</i>	4
Article VI	<i>Meetings</i>	4
Article VII	<i>Order of Business</i>	5
Article VIII	<i>Public Meeting, Special Meeting, Workshops</i>	5
Article IX	<i>Staff</i>	6
Article X	<i>Non-member Participation</i>	6
Article XII	<i>Amendments</i>	6

ADMINISTRATIVE RULES AND PROCEDURES

ARTICLE I

Name of Committee

The name of this operation shall be the "Quarry Monitoring Committee" of the City of Franklin, Wisconsin, hereinafter referred to as the "Committee".

ARTICLE II

Duties and Expectations

The committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

Committee members are expected to notify the Committee Chair or staff representative if they are unable to attend a meeting, and come prepared and ready to participate in discussion.

ARTICLE III

Authorization

The authorization for the establishment of this Committee is pursuant to the June 4, 2012, meeting of the Common Council under Ordinance No. 2012-2077.

ARTICLE IV

Membership and Quorum

Section 1

The Quarry Monitoring Committee shall consist of ~~six~~ five members, two of who shall be Aldermen and ~~four~~ three of who shall be citizens. One of the four citizen members will be a non-voting member

The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council. ~~T~~and each of the other two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years At least one of the citizen members shall not be a member of any other City board, commission or committee.

One Staff member, assigned by the Mayor, will assume the duties of secretary to the Commission and perform the duties under Section 5.

- Section 2 A quorum shall be three (3) members. All actions and decisions of the Committee shall be passed by simple majority except a motion to adjourn. A record of all Committee votes shall be kept as a part of its minutes. Each of the appointed members shall be entitled to one (1) vote, with the exception of the Committee selected citizen who will be a non-voting member. The Chair is a voting member and votes according to Roberts Rules of Order. Voting by proxy is not permitted. On a tie vote, the motion is lost.
- Section 3 All citizen members shall serve without compensation. The Aldermanic positions are served in their official capacity.
- Section 4 The Staff member assigned to the Committee by the Mayor and with the assistance of the Chair, shall prepare agendas for regular and special meetings and reports of Committee action. The Staff member shall be responsible for keeping the official minutes and records of the Committee and provide notice to all Committee members, arrange proper and legal notice of hearings, attend to correspondence of the Committee, as approved by same, and have such other duties as may, from time to time, be assigned by the Committee.
- Section 5 The Committee Chair is to be elected at the first meeting of the Committee following the adoption of the Administration Rules and Procedures. The Chair shall be elected by the voting members present by majority voice vote and shall serve for one year. The Chair shall preside at all meetings and hearings of the Committee, having the duties normally conferred by parliamentary usage to such office.
- Section 6 The Committee members shall select the Vice-Chair by majority voice vote during the first meeting after the adoption of the Administrative Rules and Procedures and shall serve for 1-year. The Vice-Chair shall preside at all Committee functions in the absence of the Committee Chair, and shall have the duties normally conferred by parliamentary usage to such office, including the signing of approved Committee reports and all other documents requiring the Committee signature pursuant to state and local law.
- When the Committee Chair and Vice-Chair are unable to preside or fulfill the duties of the Chair and a quorum of the Committee is present for a properly noticed and scheduled Committee meeting or hearing, the staff assigned to the Committee may call the Committee to order and shall temporarily preside solely to allow the selection of a Chair Pro Tempore by and from the Committee members present. Upon selection, the Chair Pro Tempore shall preside and assume the duties of the Chair until the Chair or the Vice-Chair is able to preside or until re-appointments are confirmed by the Common Council.

ARTICLE V

Terms and Vacancies

The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~^{one} citizen members shall serve for three years; the Aldermen members shall serve ~~three~~^{two} years and only during his or her tenure in office, from ~~May~~^{June} 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~^{two} years.

ARTICLE VI

Meetings

- Section 1 Meetings of the Committee shall be subject to the call of the Chairman.
- Section 2 Any member of the Committee may, upon consultation with the Chair or in the absence, the Vice-Chair or acting Chair, place on a Committee agenda for consideration, discussion, action, etc. any matter that is properly within or related to the duties, rules, procedures, activities, etc. of the Committee.
- Section 3 Special meetings may be called by the Committee Chair. It shall be the duty of the Committee Chair to call a special meeting when requested to do so by a majority of the members of the Committee. Special meetings may be held at such times and places as shall be determined by the Committee.
- Section 4 All meetings of the Committee shall be open to the general public in accordance with the Statutes of Wisconsin (Open Meetings Act).
- Section 5 Unless otherwise specified, Robert's Rules of Order newly revised, shall govern the proceedings at the meetings of the Committee.

ARTICLE VII

Order of Business

- Section 1 The order of business at regular meeting and administrative sessions of the Committee shall be:
- a. Call to Order & Roll Call
 - b. Approval of Minutes of previous meeting(s).
 - c. Citizen Comment Period
 - d. Hearings
 - e. Business Items
 - f. Schedule next meeting
 - g. Adjournment
- Section 2 Agendas and other documents for all meetings shall, whenever possible, be delivered to the members of the Committee no later than the Monday preceding the regular meeting. In general, order of business shall follow the printed agendas. The order of business may vary from the printed agenda by consensus of the Committee members present.

ARTICLE VIII

Public Meetings, Special Meetings, Workshops

The Committee may from time to time hold public meetings, workshops and policy sessions which are required pursuant to state and local law, or which the Committee

deems to be in the public interest.

ARTICLE IX

Staff

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

Staff shall assist the Committee Chair or acting Chair in the preparation and distribution of Committee minutes, reports, agendas, and other materials.

ARTICLE X

Non-member Participation

Section 1

Letters, documents and other records relevant to matters before the Committee or within Committee duties are welcome at any time by submission to the Chair, subject to timing requirements established elsewhere herein. Submissions related to a specific matter before the Committee will be considered when the specific matter is considered. Submissions related to other matters within the Committee duties will be considered in the Business section of the agenda or as otherwise deemed applicable by the Committee.

Section 2

Except for properly noticed and scheduled public hearings, non-member testimony during Committee meetings shall be limited to 1) applicants with matters before the Committee, 2) persons with knowledge or expertise relevant to matters before the Committee or within Committee duties and 3) the mayor and aldermen of the City of Franklin. Such non-member testimony shall be permitted during the Citizen Comment period or at the discretion of and upon recognition by the Chair or on consensus of the Commission members present, and upon statement of name, address and basis for testimony.

Section 3

At a properly noticed and scheduled public hearing of the Committee, any person may speak on the specified subject of the hearing upon recognition by the Chair and statement of name and primary residence address.

ARTICLE XI

Amendments

Revisions or amendments to these Administrative Rules and Procedures (except items established in the statutes and regulations of the State of Wisconsin or the Municipal Code of the City of Franklin, Wisconsin, which shall be as adopted by the applicable authoritative body) shall require approval of a majority of the Committee membership.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2020
REPORTS & RECOMMENDATIONS	MODIFY EMPLOYEE HANDBOOK SECTION III CLOTHING ALLOWANCE FROM \$250 TO \$350 FOR DEPARTMENT OF PUBLIC WORKS, AND SEWER AND WATER EMPLOYEES	ITEM NUMBER <i>G.18.</i>

BACKGROUND

The current Employee Handbook- Section III discusses clothing allowance (page 34) *[emphasis added]*.

- 1 *Department of Public Works [DPW], Sewer and Water [Utility], Custodial, and Inspection employees. Each employee shall be entitled to a clothing allowance of up to \$250.00 for coveralls, work shirts, work pants, gloves, overboots, safety glasses, and safety shoes. Public Works employees shall be reimbursed on the presentation of a receipt for safety shoes and uniforms which meet the City's standards. A payment will be made to an individual employee up to twice per year within approximately 3 weeks following a reimbursement request by the employee. Balances remaining after the second submission shall be forfeited. If the City requires employees to have identification patches (employee's name or City's name) on uniforms, the City shall provide the patches. Employees shall be permitted to purchase prescription safety glasses out of the money allotted for their clothing allowances subject to the approval of their supervisor.*
- 2 *Police Department clerical employees, Municipal Court employees, and Dispatchers who are required to wear a uniform shall be entitled to an annual clothing allowance of \$300 per calendar year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*
- 3 *Each Fire Department commander shall receive a uniform allowance in the amount of \$425 00 per year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*
- 4 *The Police Chief, Police Captains, and Police Inspector shall receive \$400 00 clothing allowance each year, which shall be paid in two (2) equal installments on the last payroll date in April and October of each year.*

DPW and Utility clothing allowance was changed from \$200 to \$250 in 2003. Staff would like the City to raise the DPW and Utility clothing allowance for their personnel to \$350 in 2020.

ANALYSIS

It is noted that with the exception of steel-toed work boots, the above list has not been interpreted as including articles needed for Personal Protective Equipment (PPE). PPE is required and provided by the Departments.

Unlike office employees, these staff are asked to work in the full gauntlet of weather conditions and dress accordingly with clothing that is subject to harsh conditions and needs replacement on a regular basis. Some employees will state that they typically purchase more than one pair of boots per year. A quick review of 2019 reimbursed receipts for DPW and Utility personnel indicates that almost all of the employees turned in receipts that justified a minimum of \$250 for clothing reimbursement. Looking at the list, it is obvious that \$250 only covers a portion of quality clothing needed to come to work and stay dry, clean and warm.

UTILITY DEPARTMENT	
Receipt Amount	Items on Receipt per Employee in 2019
\$232.31	Boots
\$250.00	Boots
\$254.38	Boots & Sweatshirt
\$254.47	Sweatshirts & Shirts
\$255.52	Jeans, Shirts, Sweatshirt & Socks
\$256.69	Pants & Shirts
\$257.48	Pants, Jacket, Knee Pads & Safety Clothing
\$261.67	Vest, Jeans & Socks
\$300.00	Jeans & Socks
\$326.23	Pants & Bibs

DPW DEPARTMENT	
Receipt Amount	Items on Receipt per Employee in 2019
\$251.59	Sweatshirts (2), Pocket Tees (2), Pants (2), Thermal Shirt
\$254.45	Work Boots, Underclothing & Socks
\$254.96	Sweatshirt, Pants, Boots, Jeans
\$255.97	Steel Toe Boots, Winter Boots, Facemask/Scarf
\$256.44	Hat, Shirt, Sweatshirts, Belt, Pants
\$257.22	T-shirts, Jeans, Pants, Belt, Socks
\$257.45	Pants/Jeans, Shirts/Pullovers, Socks
\$257.48	Rain pants, jackets, kneeling pad, safety clothing, ear plugs, knee pads
\$258.44	Thermal Shirts, Work Boots, Socks
\$258.69	Jeans, Boots (2)
\$259.18	Long-Sleeve Shirt, Pants (2), Jacket (2), Boots - Steel Toe Rubber
\$264.95	Boots, Fleece Pants, Denim Overalls, Shirts
\$273.82	Pants (2), Thermal Socks, Bibs, Work Pants
\$274.55	Boots
\$287.21	Boots & Tuff Toe
\$300.56	Safety Glasses, 8 pair, lined jeans
\$320.45	Sweatshirt, Coat, bibs, Sweatshirt
\$326.23	5 pair work pants, Bib Overalls
\$374.98	Boots (2)
\$375.75	Insulated Shirts & Long Johns

Note that this paragraph of the Employee Handbook includes Custodial, and Inspection Staff. This topic is on the agenda for the March 16, 2020, personnel committee and their recommendation to Common Council may/may not include Inspection and Janitorial Staff.

OPTIONS

- A. Recommend to Common Council that the clothing allowance for DPW and Utility staff be increased from \$250 to \$350, or
- B Refer back to Staff with additional direction.

FISCAL NOTE

Both Departments have ability to adjust the accepted budgets for accommodating a change from \$250 to \$350.

COMMITTEE ACTION REQUESTED

(OPTION A) Direct Staff to modify the Employee Handbook Section III Clothing Allowance from \$250 to \$350 for Department of Public Works, and Sewer and Water employees.

Engineering. GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of March 17, 2020.

COUNCIL ACTION REQUESTED

APPROVAL <i>slw jpk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.</i>

Attached are vouchers dated March 2, 2020 through March 12, 2020 Nos. 177604 through Nos. 177778 in the amount of \$ 2,686,317.58. Included in this listing are EFT's Nos. 4240 through Nos. 4251, Library vouchers totaling \$ 1,727.46, Water Utility vouchers totaling \$ 19,540.02 and Property Tax refunds totaling \$ 12,492.56. Voided checks in the amount of \$ (11,925.92) are separately listed.

Early release disbursements dated March 2, 2020 through March 11, 2020 in the amount of \$ 1,561,219.48 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.

Vouchers approved at prior Council meetings that are included in this distribution.

Knight Barry	Velo Village	\$ 674,250.18
Title 100 Inc	Land purchase	\$ 340,798.60
TOTAL		\$1,015,048.78

The net payroll dated March 13, 2020 is \$ 387,407.03 previously estimated at \$ 389,000.00. Payroll deductions dated March 13, 2020 are \$ 209,468.32 previously estimated at \$ 213,000.00.

The estimated payroll for March 27 2020 is \$ 384,000.00 with estimated deductions and matching payments of \$ 423,000.00.

Attached is a list of property tax refund reimbursements EFT's Nos. 312 dated February 29, 2020 through March 12, 2020 in the amount of \$ 5,566.64.

Approval to release payment to Knight Barry for TID 7 infrastructure in the amount of \$ 166,662.74.

Approval to release payment to Knight Barry for TID 7 mortgage draw the amount of \$ 1,788,986.11

Approval to release payment to Selzer Ornst for City Hall Roof, HVAC and Fascia in the amount of \$ 168,965.40.

Approval to release payment to Geographical Marketing for GIS services in the amount of \$ 10,346.04

Approval to release payment to Chicago Title Company in the amount of \$248,243.89 for the purchase of land in the Corporate Park on S 27th Street.

The Library Board has not approved March 2020 vouchers for payment as of this writing.

Approval of Library vouchers will be considered at the March 23, 2020 meeting. Upon their approval, request is made to authorize the release of these payments not to exceed \$15,000.00.

COUNCIL ACTION REQUESTED

Motion approving the following.

- City vouchers with an ending date of March 12, 2020 in the amount of \$ 2,686,317.58 and
- Payroll dated March 13, 2020 in the amount of \$ 387,407.03 and payments of the various payroll deductions in the amount of \$ 209,468.32 plus City matching payments and
- Estimated payroll dated March 27, 2020 in the amount of \$ 384,000.00 and payments of the various payroll deductions in the amount of \$ 423,000.00, plus City matching payments and
- Property tax refund reimbursements with an ending date of March 12, 2020 in the amount of \$ 5,566.64 and
- Approval to release payment to Knight Barry in the amount of \$ 166,662.74 and
- Approval to release payment to Knight Barry in the amount of \$ 1,788,986 11 and
- Approval to release payment to Selzer Ornst in the amount of \$ 168,965.40 and
- Approval to release payment to Geographical Marketing in the amount of \$ 10,346 04 and
- Approval to release payment to Chicago Title in the amount of \$248,243.89
- Approval to release Library vouchers upon approval by the Library Board not to exceed \$15,000 00

ROLL CALL VOTE NEEDED