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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY OCTOBER 17, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcement - Red Ribbon Week Proclamation.
- C. Approval of Minutes: Regular Common Council Meeting of October 3, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions – Email from Chief Oliva.
- G. Reports and Recommendations:
  - 1. Solutions to Noise Issues at the ROC Ballpark Commons Update.
  - 2. Enchant Christmas Event at the ROC Ballpark Commons Presentation.
  - 3. Authorize the Subscription to USC Communication Services and Equipment Leasing from Ring Central/Cornerstone for \$185,000 Capitalized for Three Years to Replace Existing Phone Systems - Account 41-0181-5812.
  - 4. Presentation of Franklin Health Department Opioid Misuse and Overdose Prevention Toolkit.
  - 5. Request from the Director of Health and Human Services to accept the State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant.
  - 6. Request from the Director of Health and Human Services to Accept the 2023 Division of Public Health Communicable Disease Control and Prevention Grant to Continue Funding Health Department Grants.
  - 7. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Police Department Grant Fund to Provide Carryforward Resources and Appropriations from 2022 to 2023 for a Police Department MILO Use of Force Training Simulator in the Amount of \$79,735.
  - 8. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Additional \$5,025 Appropriations for Unanticipated Labor Legal Services.
  - 9. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Drainage, Storm Water Management Access, and Temporary Turnaround at 11595 and 11600 West Forest Home Avenue (TKNs 796-9987-001 and

- 751-9001-000).
10. Recommendation for 2024 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including Health Insurance, Wellness, Health and Wellness Supplementary Programs, Dental Insurance and Related Contracts.
  11. Reschedule Common Council and License Committee Meetings Due to the New Year and City Offices Being Closed for the Holiday, and for Certain Elections that Fall on Council Meeting Nights.
  12. An Ordinance to Amend §133-14 A.(4)(d)[2] of the Municipal Code to Increase the Time of Submission of an Application for a Permit to Display or Discharge Fireworks from Not Less Than Seven Days Prior to the Date of Such Display to Not Less Than Thirty Days Prior to the Date of Such Display to Allow More Time for Review and Consideration of the Application.
  13. An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budgets for the Capital Improvement and Street Improvement Funds to Transfer and Repurpose Unused Appropriations in Street Improvement Outlay, Recreation/Bike Trail Outlay and Parking Lot Pavement Resurface Outlay to the Parks Capital Improvement Fund for Pickleball Court Repair Appropriations.
  14. A Resolution to Award the 2023 Lions Legend Park Pickleball Courts Contract to DK Contractors, Inc., in the Amount of \$431,375.
  15. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Water Management Access and Water Main at 3303 W. Oakwood Road (TKN 951-9994-002).
  16. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Capital Outlay Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for Police Department Computer Equipment in the Amount of \$25,000.
  17. A Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 9, City of Franklin, Wisconsin.
  18. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Fire Department Grant Fund to Provide for \$11,916 of Grant Resources and up to \$11,916 of Grant Appropriations for the Wisconsin Department of Health Leave Behind Kits Project.
  19. An Ordinance to Amend §121-9E.(1) of the Municipal Code to Allow for an Extension of the Consecutive Days of Duration and/or Daily Hours of a Special Event Being Open to the Public for a Special Event Determined to be Extraordinary and Unique in the Benefits Provided to the Public and the Community and the Special Event Being Substantially Controlled and Contained Within the Premises of the Special Event to Protect the Public Health, Safety and Welfare.
  20. Authorize Promotion and Wage Adjustment for Aimee Schlueter to Permit Technician (Grade Level 6; Hourly Rate of \$30.50) - Account 01-0231-5111.

- 21. City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

H. Licenses and Permits: License Committee Meeting of October 17, 2023.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

October 19	Plan Commission	6:00 p.m.
October 28	Trick or Treat	4:00-7:00 p.m.
November 7	Common Council Meeting	6:30 p.m.
November 9	Plan Commission	6:00 p.m.
November 21	Common Council Meeting	6:30 p.m.

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# City of Franklin Proclamation

**Whereas**, Red Ribbon Week will be recognized in communities across the nation from October 23<sup>rd</sup> through October 31<sup>st</sup>, 2023; and

**Whereas**, Red Ribbon Week offers citizens the opportunity to join the mission to help keep kids drug-free; and

**Whereas**, Community members are urged to participate in Red Ribbon Week activities and use the Red Ribbon as a way of symbolizing local efforts to prevent substance misuse and promote a healthy lifestyle; and

**Whereas**, Volition Franklin will be engaging the community in awareness raising activities and educational events throughout the city during Red Ribbon week; and

**Whereas**, Volition Franklin will continue their commitment to alcohol, tobacco, and other drug education and prevention; and

**Whereas** Volition Franklin has recently been recognized by the Wisconsin Department of Health Services as 'Protecting the Pond: Outstanding Substance Misuse Prevention Coalition; and

**Whereas**, Volition Franklin Youth Member Zaira Shaker has recently been recognized by the Wisconsin Department of Health Services as 'Leaders of the Next Generation: Outstanding Youth Advocate for Substance Use Prevention'; and

**Now Therefore**, be it proclaimed, that I, John Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all the Citizens of Franklin, hereby declare the week of October 23<sup>rd</sup>—October 31<sup>st</sup>, 2023 to be Red Ribbon 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 17<sup>th</sup> day of October, 2023.

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John Nelson, Mayor

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POTENTIAL WATER  
SERVICE TO HALE  
PARK HIGHLANDS  
AREA

- G.5. Mr. Dennis Engl – 11702 W. James Avenue spoke on this item prior to the Council discussion.  
Patti Logsdon – 12100 W. Velmar Drive spoke against this item, and spoke for residents in her area.

Aldерwoman Eichmann moved to suspend the rules to allow Mr. Jim Asti – 1155 W. Shield Drive to speak on this item. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Craig moved to return to regular order. Seconded by Aldерwoman Eichmann. All voted Aye; motion carried.

Aldерwoman Eichmann moved to direct staff to survey the un-served properties for desire of water service from W. Woods Road to the North and return to Common Council when surveys are tabulated and analyzed for a recommendation. Seconded by Alderman Hasan. All voted Aye; motion carried.

2023-2024  
CONSOLIDATED  
CONTRACT GRANTS –  
HEALTH DEPARTMENT

- G.6. Alderman Barber moved to approve the acceptance of the 2023-2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department. Seconded by Aldерwoman Day. All voted Aye; motion carried.

Mayor Nelson took a five-minute break at 8:48 p.m. The Mayor returned to open session at 8:56 p.m.

2022 ANNUAL  
COMPREHENSIVE  
FINANCIAL REPORT

- G.7. Alderman Barber moved to accept and place on file the 2022 Annual Comprehensive Financial Report for the City of Franklin. Seconded by Alderman Holpfer. All voted Aye; motion carried.

BUDGET AMENDMENT  
FOR GENERAL  
PLANNING SERVICES

- G.8. Alderman Barber moved to authorize \$10,000 for General Planning Services provided by MDRoffers Consulting subject to the adoption of an ordinance to amend the budget therefore. Seconded by Aldерwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2556  
ADOPTING 2023  
ANNUAL BUDGET FOR  
GENERAL FUND –  
CONSULTING  
SERVICES PLANNING  
DEPARTMENT

- G.9. Alderman Barber moved to adopt Ordinance No. 2023-2556, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$10,000 APPROPRIATIONS FOR CONSULTING SERVICES IN THE PLANNING DEPARTMENT. Seconded by Aldерwoman Eichmann. On roll call; All voted Aye. Motion carried.

ORD. 2023-2557  
2023 ANNUAL BUDGET  
GENERAL FUND –  
PART-TIME PLANNER

G.10. Alderman Barber moved to adopt Ordinance No. 2023-2557, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$9,500 APPROPRIATIONS FOR A PART-TIME PRINCIPAL PLANNER. Seconded by Alderwoman Day. On roll call; All voted Aye. Motion carried.

RECIND MOTION TO  
AUTHORIZE  
CONSULTING  
SERVICES AGREEMENT  
WRAYBURN  
CONSULTING, LLC

G.11. Alderman Barber moved to Rescind the Motion to Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC, Adopted on September 19, 2023, and in Place of the Agreement Approve Nicholas Fuchs's Hiring as a .48 part-time Planner at \$46/hour. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RENEWAL OF PALO  
ALTO ANNUAL  
SUPPORT AND  
LICENSING

G.12. Alderman Craig moved to authorize the expenditure of \$25,280.79 for the twelve-month annual Palo Alto maintenance and licensing. The expenditure will be posted to account 01-0144-5242. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

EXPENDITURE OF  
\$62,202.65 TRENCHING  
AND FIBER  
RELOCATION CHANGE  
ORDERS

G.13. Alderman Barber moved to authorize the expenditure of \$62,202.65 for trenching and fiber relocation change orders, American Rescue Plan Act Funding to account 46-0181-5846.9650. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MISCELLANEOUS  
LICENSES

H. Alderwoman Day moved to approve the following licenses:

License Meeting of October 3, 2023:

Grant 2023-24 Operator License to: Amy Analla, Jennifer Halser, Joshua Ninabuck, & Brian Shulta;

Grant Class B Beer & Class B Wine Only Entertainment & Amusement License to DBA On Cloud Wine, On Cloud Wine, LLC, 10062 W Loomis Rd, Agent John “Randy” Larson;

Grant Amendment to Public Grant for Civic Celebration for Civic Celebration Commission to Include Home for the Holidays Event, Temporary Entertainment & Amusement License, 11/25/23, Franklin City Hall, Lions Legend Park I, John Bergner, Chairman of Civic Celebration Commission; and

Hold Temporary Entertainment & Amusement License to Civic Celebration Committee–Home for the Holidays Event, 11/25/23, Franklin City Hall, Lions Legend Park I, Mira Kresovic.

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

VOUCHERS AND  
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of September 28, 2023, in the amount of \$1,132,706.69, and payroll dated September 22, 2023, in the amount of \$479,371.70 and payments of the various payroll deductions in the amount of \$509,456.96, plus City matching payments, and estimated payroll dated October 6, 2023, in the amount of \$470,000 and payments of the various payroll deductions in the amount of \$245,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

CLOSED SESSION –  
STRATEGY FOR CRIME  
PREVENTION AND  
IMPLEMENTATION OF  
A PROGRAM AND  
POLICY AND TOOLS

- G.14. Alderwoman Eichmann moved to enter closed session at 9:19 p.m., pursuant to Wis. Stat. §19.85(l)(d), to consider strategy for crime prevention, and the implementation of a program and policy and tools therefore for crime prevention, i.e., cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and also pursuant to Wis. Stat. §19.85(1)(e), for competition and bargaining reasons with regard to the prevention protection program and this subject matter item, and the investing of public funds in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 9:37 p.m.,

Alderman Barber moved to authorize the purchase of \$391,108 for all TPX product and services as defined by the first solution within the Cornerstone Communications proposal. The managed services solution will include all hardware, warranties, licenses, and support agreements for a period of five years. The City attorney and Director of IT are authorized to make any necessary technical correction for establishing the service contract, and to use the City's standard form services agreement. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:39 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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**From:** Rick Oliva  
**Sent:** Wednesday, October 11, 2023 7:29 AM  
**To:** Kelly Hersh  
**Cc:** John Nelson  
**Subject:** RE: Retirement

Kelly,

Thank you very much for your kind words. I regret not being able to work with you longer. You are the 4<sup>th</sup> Director of Administration I've worked with and the 1<sup>st</sup> to show true empathy for city employees. I appreciate your understanding the value of our workforce. I intend to support you, the mayor and city not only my last few months here but also as a resident of Franklin going forward. I wish you the best.

Rick

Rick Oliva  
Chief of Police  
Franklin Police Department  
9455 W Loomis Road  
Franklin, WI 53132  
(414) 425-2522  
police@franklinwi.gov



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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">H</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Solutions to Noise Issues at the ROC Ballpark Commons Update</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 1.</p>

The Mayor will provide an update as to the solutions to noise issues at the ROC Ballpark Commons.

**COUNCIL ACTION REQUESTED**

As the Common Council may determine appropriate.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✱</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Enchant Christmas Event at the ROC Ballpark Commons Presentation</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.2.</p>

Representatives from ROC Ventures and the Enchant Christmas entity information for the Enchant Christmas Event at the ROC Ballpark Commons will be presented and provide information regarding the event.

**COUNCIL ACTION REQUESTED**

As the Common Council may determine appropriate.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 10/17/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">Authorize the subscription to USC communication services and equipment leasing from Ring Central/Cornerstone for \$185,000 capitalized for three years to replace existing phone systems. Account 41-0181-5812</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.3</p>

**Background**

The phone system (also known as PBX) for the City of Franklin is composed of an Avaya Call Manager R18 server at City Hall and two Avaya G60 Gateways at the Police Department and Public Library. The previous Avaya Definity PBX, installed at the beginning of 1990, was deemed end-of-life and needed to be replaced in 2020. The Avaya system uses a combination of analog, proprietary digital, and VoIP communications to manufacturer-specific handsets. Fire Stations 2 and 3 have a Toshiba PBX that is past its warranty and support period. Avaya VoIP phones used within the DPW are forwarded from City Hall. The old legacy AT&T system at the DPW was hit by lightning; therefore, this was the first real deployment of IP-based phones.

The current mish-mash of technology allows direct four-digit dialing only between City Hall, Police, Fire Station 1, Public Library, and the DPW. All wiring is 2-wire old "Bell style" wiring that requires legacy knowledge on punching down, tracing, and maintaining. This is now considered an obsolete technology skill. Few cable installers are qualified to work on the legacy 66 and 110 blocks. A recent cable cut of the City Hall tie-line to Fire Station 1 demonstrated the extreme age of the telecommunication (phone) cabling, as a vendor from Chicago had to be contracted to perform the copper splicing.

**Analysis & Strategic Planning**

In 2022, a proposal was made to replace the existing Avaya R18 system with a newer and lesser Avaya IP Office system. The plan was based entirely on reducing costs. ONLY A FEW YEARS OLD, the R18 system installed in 2020 had a support and maintenance cost grow to over \$20,000 annually. The plan was to replace the PBX with a not call-center grade system, which would only have an annual support and maintenance cost of \$9,000. Funding of \$185,000 was approved to replace the R18 phone system with a more cost-effective solution running entirely on TCP/IP of CAT 5/6 cabling. Using VoIP phones at DPW proved that the solution was technologically viable.

During the 6/28/23 meeting, the Technology Commission affirmed, upon the request of the Director of IT, that the strategic direction of replacing one on-premise PBX system for another was flawed and ill-conceived. The Technology Commission, under a unanimous vote, strongly encourages Franklin to abandon the old on-premise system and look for cloud-based VoIP solutions, as the platform has reached a maturity level that is now considered mainstream. Plans for replacing a 3-year-old Avaya system with a different model fail to recognize a strategic direction and the value offering that cloud-based PBX services provide.

- 1) A core operational system (PBX) transitions to the cloud. Disaster recovery and avoidance are fully addressed with the cloud migration.
- 2) The vendor is responsible for maintaining and upgrading the system. Security vulnerabilities from unpatched software become a thing of the past.
- 3) Long-term contracted VoIP services lock-in telecommunication costs. Legacy telecommunication and carrier costs are dramatically increasing as carriers cannot support these infrastructures as engineers retire. Maintaining legacy telecommunication systems will continue to have support and training issues for many years.
- 4) Cloud-based services offer far more than voice communications. The traditional telephone is dead. Cloud-based platforms offer Unified Communication Services, which include video conferencing, audio conferencing, traditional audio phone/PBX, voicemail, integrated faxing, text messaging and SMS, auto-attendants and automated call routing, call center/phone metrics, call logging and tracing, message archiving.
- 5) All phones move to IP and standard data cabling. Maintaining the old field walls of separate Bell wire cabling is no longer necessary. This eliminates a cable plant and simplifies support.

UCS services can be provisioned below or at the current telecommunication costs while granting far more services than traditional PBX with voicemail. The vendors will fully support the systems now and in the future.

Nine proposals were received and evaluated from six solution providers for replacing the current on-premise phone system with VoIP phones communicating to a cloud-based PBX. The solutions were evaluated by both IT and the department heads for both function and ease of use. As a part of this study, the critical need for archiving and retrieving messages, texts, and voicemails for open records requests became apparent. The solution selected needed to address the need to store UCS messages and text for indefinite long-term archives, as many of these forms of communications could be considered governmental records in the future. The business units desired to standardize the use of Poly phones (a.k.a. Polycom) due to the functions, durability, and reputation for quality.

The final decision was to select Ring Central as the new VoIP cloud telecommunications provider.

**Company Information:**

RingCentral Inc (NYSE: RNG) provides enterprise cloud communications, collaboration, voice and video meetings, and contact center software-as-a-service solutions. The company's cloud-based communication and collaboration platform helps provide global user identity across devices, including smartphones, tablets, PCs, and desk phones and offers a set of capabilities to combine voice, video conferencing, business messaging, team collaboration, and online meetings. The company serves healthcare, financial services, state and local government, education, technology, insurance, hospitality, retail, real estate, manufacturing, construction, professional, and legal services. RCI is headquartered in Belmont, California, with over \$2.1B in annual sales.

For 2022, Gartner ranked Microsoft, Ring Central, Zoom, and Cisco as Q1 market leaders.

**Project Timeline & Schedule:**

The 2023 Avaya service and support contract was not renewed in August because a change in the telecommunication platform was expected by the end of the year. The current system is no longer running on a support and warranty agreement; hence, there is a strong need for a quick and transparent migration to cloud services. The remote offices are anticipated to be the first to convert to cloud-based phone services, as this limits risk and allows for the retirement of existing AT&T phone contracts. All existing DID numbers will be maintained. The goal is to migrate the four remote offices first, then upgrade all systems on the campus networks before 12/15/2023.

**Fiscal Impact**

In 2022, an allocation of \$185,000 was made to account 41-0181-5812 for replacing the existing phone system. The first three years of lease and subscription costs will be made as a capital expenditure, including installation and conversion costs. After this period, operational outlay (OPEX) costs are estimated to be \$46,872.48.

A full audit of all desk phones was performed after receiving the RFPs to obtain a fully accurate number of devices. The total device counts:

<b>Recurring</b>			
Quantity	Seats	Seat Per Month	Total Per Month
199	Standard	\$ 8.00	\$ 1,592.00
49	Limited	\$ 6.00	\$ 294.00
62	Voicemail Only	\$ -	\$ -
248	Cost Recovery	\$ 3.50	\$ 868.00
248	E911	\$ 1.00	\$ 248.00
27	ATA Lease	\$ 1.65	\$ 44.55
1	RingClone Archiving	\$ 49.00	\$ 49.00
1	Additional Local DID	\$ 4.99	\$ 4.99
<b>Total Per Month</b>			<b>\$ 3,100.54</b>
<b>Yearly Cost</b>			<b>\$ 37,206.48</b>

<b>Optional Handset Lease</b>			
Quantity	Devices	Device Per Month	Total Per Month
140	Poly Edge E350	\$ 3.00	\$ 420.00
54	Poly Edge E500	\$ 4.20	\$ 226.80
0	Expansion Module Edge E	\$ -	\$ -
0	Rove 30 DECT Handset	\$ -	\$ -
7	Rove 30 + B2 DECT Base	\$ 7.50	\$ 52.50
4	Trio 8800 Conference Phone (POE Powered)	\$ 10.95	\$ 43.80
4	Trio C Series Expansion Mic	\$ -	\$ -
4	Trio C60 Conference Phone (POE)	\$ 15.60	\$ 62.40
<b>Total Per Month</b>			<b>\$ 805.50</b>
<b>Yearly Cost</b>			<b>\$ 9,666.00</b>

CornerStone Consulting/Deployment Assistance			
Quantity	Phone	Price	Total
209	Onsite Installation of Phones/Devices	\$ 25.00	\$ 5,225.00
4	Port Assistance	\$ 165.00	\$ 660.00
10	Admin Training	\$ 165.00	\$ 1,650.00
30	End-User In-Person Group Training	\$ 165.00	\$ 4,950.00
80	Provisioning/Design/Implementation	\$ 165.00	\$ 13,200.00
270	Removal of Existing Phones and Equipment	\$ 25.00	\$ 6,750.00
15	Hourly Rate (Misc./AT&T Disconnects)	\$ 165.00	\$ 2,475.00
		<b>Total:</b>	<b>\$ 34,910.00</b>

**Current and Future Project Costs: (Allocated \$185,000)**

- Year 1 Subscription & Equipment Lease \$46,872.48
- Year 1 Installation & Migration Services \$34,910.00
- Year 1 Archiver 1TB Data Storage (\$35 /mo.) \$420.00
- Year 2 Subscription & Equipment Lease \$46,872.48
- Year 2 Archiver 1TB Data Storage (\$35 /mo.) \$420.00
- Year 3 Subscription & Equipment Lease \$46,872.48
- Year 3 Archiver 1TB Data Storage (\$35 /mo.) \$420.00

**Total Capitalized Cost \$176,787.44**

**Annual Operational Cost After Year 3 \$47,292.48**

*\*Note: \$8,212.56 will be used within the project as a contingency fund.*

**Alternative Analysis:**

**Option 1: Purchase Phones vs. Leasing (Ring Central):**

Optional Handset Purchase			
Quantity	Devices	Per Device	Total
140	Poly Edge E350	\$ 199.56	\$ 27,938.40
54	Poly Edge E500	\$ 242.76	\$ 13,109.04
10	Expansion Module Edge E	\$ 199.56	\$ 1,995.60
5	Rove 30 DECT Handset	\$ 207.44	\$ 1,037.20
2	Rove 30 + B2 DECT Base	\$ 400.10	\$ 800.20
4	Trio 8800 Conference Phone (POE Powered)	\$ 608.70	\$ 2,434.80
4	Trio C Series Expansion Mic	\$ 212.26	\$ 849.04
4	Trio C60 Conference Phone (POE)	\$ 855.80	\$ 3,423.20
209	Pre-Configuration for Phones (Optional)	\$ 10.00	\$ 2,090.00
		<b>Total Upfront</b>	<b>\$ 53,677.48</b>

***Option 2: SKC Proposal of Zoom UCS Services with Purchased Hardware:***

**Subscriptions & Licensing**

- Zoom One Pro (Site) \$119.92
- Zoom Phone User (160 users) \$14,434.20
- Zoom Phone Common Area (68 users) \$2,170.56
- Zoom Phone Pay as Go (1 user) \$0.00
- Federal Tax & Recovery Fees \$1,289.33

**Total Annual Subscription Cost \$18,014.01**

**Hardware:**

- Phones & Adapters \$57,658.03
- Patch Panels \$437.45

**SBC:**

- 3-Year SBC Agreement \$797.67

**Support:**

- SKC 3-Year Flexblock 8x5 \$8,000.00

**Implementation:**

- Installation Services \$50,620.24

**Total Project Cost \$117,513.39**

**3-Year Capitalized Costs:**

- Year 1 Subscription & Licenses \$18,014.01
- Year 1 Hardware & Installation Cost \$117,513.39
- Year 2 Subscription & Licenses \$18,014.01
- Year 2 Subscription & Licenses \$18,014.01

**Total Capitalized Cost: \$171,555.42**

**Assumptions**

A major project deliverable is integrating phone systems into existing overhead PA systems at the Fire Department, Library, and Police Department using leased ATA adapters. Additionally, 6-8 dedicated analog lines redirect local phone traffic to the PD Dispatch Vesta system. Coordination with Baycom and Station Alerting may be necessary to integrate with these systems fully. The PD 911 systems are fully independent and on a dedicated stub network; therefore, they are not impacted by the phone system changes.

**COUNCIL ACTION REQUESTED**

Motion to authorize subscription contracts for UCS communication services (cloud PBX) along with phone and equipment leases from Ring Central/Cornerstone for three years, not exceeding \$185,000. After three years, annual communication expenditures are estimated to be \$47,292.48.

City of Franklin  
Statement of Work & Project Scope  
2023 Phone System Replacement Project

Created By James Matelski, Director of IT

October 13, 2023

## Description of Project:

In an effort to reduce annual support and maintenance costs, the City of Franklin is undertaking a project to replace all Avaya phone systems and migrate proprietary digital technology over to VoIP on TCP/IP. The current Avaya Call Manager R18.x system will be retired along with approximately 217 desk phones. The current Avaya Call Manager at City Hall will be replaced, along with two G650 Avaya Gateways at the Police Department and Franklin Public Library. The project will consider extending central phone services from City Hall over to the four remote offices (Fire Station 2, Fire Station 3, DPW, and Sewer Water), which are running on local/stand-alone Toshiba PBX systems. This will require rerouting remote office DIDs over to the City Hall system, where central administration and support can be performed. Both on premise and cloud-based PBX proposals will be considered.

## Location of Work:

The City of Franklin "campus" network consists of four main building that are interconnected with city owned OC1 fiber. TCP/IP routing exists between these offices using a hub and spoke architecture. Aruba 5600 XL core switches are used to interconnect to Aruba 2920 48 port switches to form a layer 3 network. There are four remote offices that are connected back to City Hall using site-to-site VPNs over Palo Alto firewalls. Currently Internet access is being provided by Spectrum services on coax, however, the City is undertaking a project to implement a private fiber WAN and connect to the State of Wisconsin WiscNet system for Internet access. This project is anticipated to be complete by the end of 2023.

### Campus Network - Interconnected with OC1 Fiber

- City Hall
  - Avaya Call Manager and Audix System
  - Incoming calls received from AT&T FlexReach - fiber
    - No SIP.
    - Signaling converted last 6 feet to T1
  - HP 5400 XL Core switch - data center
    - Three IDFs - HP 2920 Switch Stacks – 2 switches per stack
      - QoS Enabled
      - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
  - Internet Access
    - Dual Spectrum 1GB coax routers
    - Palo Alto 820 firewall - clustered
- Police Department
  - Avaya G60 Gateway (read only mode)
    - Configuration and voicemail received from City Hall Call Manager & Audix
    - Incoming calls received from AT&T FlexReach - fiber
      - No SIP.
      - Signaling converted last 6 feet to T1
  - HP 5400 XL Core switch - data center
    - One IDF - HP 2920 Switch Stack – 4 switches
      - QoS Enabled
      - PoE + Enabled
        - VLAN Segmentation Enabled
        - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - Single Spectrum 1GB coax router
      - Palo Alto 820 firewall clustered

- Public Library
  - Avaya G60 Gateway (read only mode)
    - Configuration and voicemail received from City Hall Call Manager & Audix
    - Analog port for 911 external access - unique caller ID for building
  - One IDF - HP 2920 Switch Stack – 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - Provided by Milwaukee County Library System on WiscNet
- Fire Station 1
  - One IDF - HP 2920 Switch Stack – 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - Routed and provided by City Hall

Remote Offices - Interconnected to City Hall over site-to-site VPN:

- Fire Station 2
  - Toshiba PBX
    - Centex trunk lines
    - Analog lines
  - One IDF - HP 2920 Switch Stack – 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 200MB Spectrum coax Internet
      - Palo Alto 220 Firewall
- Fire Station 3
  - Toshiba PBX – 2 switches
    - Centex trunk lines
    - Analog lines
  - One IDF - HP 2920 Switch Stack
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 200MB Spectrum coax Internet
      - Palo Alto 220 Firewall
- DPW
  - No PBX
    - 10 Avaya 9611G phones deployed with switching performed at City Hall
  - One IDF - HP 2920 Switch Stack – 2 switches
    - QoS Enabled
    - PoE + Enabled

- VLAN Segmentation Enabled
    - 1GB edge ports /w 10GB uplink ports
  - Internet Access
    - 200MB Spectrum coax Internet
    - Palo Alto 220 Firewall
- Sewer & Water Utility
  - Northern Bell PBX with AT&T phones.
    - Centrex trunk lines
    - Analog lines
  - One IDF HP 2920 Switch Stack – 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 400MB Spectrum coax Internet
      - Palo Alto 220 Firewall

Note: Aruba 2920 switches are 802.3AT POE+ compliant. The maximum wattage of each unit is either 475 Watts (24-port) or 487 Watts (48-port)

## Current Telephony Environment:

Below is a listing of all telephony and communications equipment currently in use.

### City Campus

- City Hall
  - Avaya Call Manager
    - Audix Voicemail via Avaya Messenger
    - Vendor derivative of VMWare on dedicated server/appliance
    - Two 8-slot cabinets
    - Line Cards:
      - 3 TN746B Analog card
      - 7 TN2181 Digital cards
      - 2 TN224B Digital card
      - 2 TN464 DS1 Signaling card
      - 2 TN2313 IP Server Interface
      - 1TN744 Call Classifier
      - 2 TN799 Control LAN Interface
      - 1 TN2302 Media Processor
      - 1 TN2602 Media Processor
      -
  - AT&T FlexReach
    - Cienna Router
    - Switch
  - Fax Machine & Copiers
  - Phones
- Police Department
  - Avaya G650 Gateway
    - Line Cards
      - 1 MM710 DS1 card
      - 1 MM711 ANA card
      - 3 MM717 DCP 24 Port Media Module
      - 3 MM716 Analog card
  - AT&T FlexReach
    - Cienna Router
    - Switch
  - Fax Machine & Copiers
  - Phones
- Public Library
  - Avaya G650 Gateway
    - Trunk received from City Hall
      - 1 MM711 ANA card
      - 1 MM717 DCP 24 Port Media Module
      - 1 MM716 Analog card
  - Fax Machines & Copiers
  - Phones
- Fire Station 1 (extension of City Hall via tie lines)
  - Fax Machines & Copiers
  - Phones

### Remote Offices

- Fire Station 2
  - Toshiba PBX
  - Fax Machines & Copiers
  - Phones
- Fire Station 3
  - Toshiba PBX
  - Fax Machines & Copiers
  - Phones
- DPW
  - Fax Machines & Copiers
  - VoIP Phones (communicates over IP site to-site VPN tunnel)
- Sewer & Water
  - Northern Bell PBX
  - Fax Machines & Copiers
  - AT&T Phones

### **Period of Performance**

Due to the connectivity between the Call Manager system and the Avaya Gateways, the conversion of the old system to the new must be performed in tandem within the three campus offices. Integration of the four remote offices that are using stand-alone phone systems can be performed at the same time as the campus network, or performed at a slightly later date. Phones at the DPW are dependent upon the City Hall phone system, hence all phones in this office shall be migrated with the campus offices. It is anticipated that at least 30-60 days will be necessary to analyze all PBX configurations, routing, auto attendants, and interfaces in order to migrate these settings over to a new system. All phone and telephony services must be fully in place and operational by the end of October 31, 2023.

Completion of all proposals and a quotation of equipment, cabling, installation, and post-implementation services is due by April 28, 2023 at 5:00 pm. Incomplete proposals or documents that contains significant errors will be returned to the applicant prior to the submission deadline. No proposal will be considered after the application deadline. All proposals and materials are considered closed and confidential. Information contained within each proposal will not be shared or distributed with any other vendor or party.

## Project Deliverables:

**Hardware Deliverables** Solutions that use on-premise equipment will include a quotation of all necessary equipment, phones, cabling, cards, adapters, and interfaces for a full implementation of the platform. Hardware delivery/shipments is intended to be multiple shipments with City Hall being the single receiving point. The customer provided warehouse will be environmentally controlled and secured.

**Software Deliverables** - Solution's that use on-premise equipment will include all software and licensing necessary to fully implement the solution. All software and license costs must be fully described within the quotations, and any annual licensing costs listed within services and support. Cloud based solutions that require software or licensing for integration with other services or third-party solution must also have these costs fully described within service and support.

**Configuration of Solution for Current PBX Services** - The proposed solution will include the identification and duplication of the current Avaya Telephony Services configuration and system parameters. The solution must allow for the definition and importation of the following services.

- Phone station ID (a.k.a. extension) assignments to an individual or department. This will include analog, digital, and VoIP station accounts.
- Voicemail assignment to a station ID or dedicated virtual mailbox.
  - Importation of existing voicemail is out of scope, as new voicemail accounts will be created and existing messages will not be carried over to the new system.
- Department hunt groups, call routing, and call paths.
- System auto-attendants and associated menu options.
  - Bulletin board attendants for non-interactive messages
  - After Hours system attendants and associated menu options
- Dedicated DID inbound call routing
- Inbound trunk line configuration
  - SIP is currently not being implemented
- EC500 replacement for call routing to employee cell phones
- Called ID
- 911 routing and associated caller ID
- Basic music on hold

**Logging and Call Tracing** - The current Avaya system does not allow for call logging and tracing, with little to no aggregate statistics being provided on call quality, routing, or abandoned calls. A solution that provides call logging and statistical reports is desired, but is not required as a project deliverable.

**Documentation** - The vendor will provide documentation to the solution's configuration, IP addressing, running services, and any associated accounts and passwords used by the system. Any software or licenses actively being used with the solution should be fully described within the documentation.

**De-installation of Existing Equipment:** - For on-premise systems, the vendor will de-install all equipment necessary for the completion of the SOW and the tasks defined within. De-installation is defined as:

- Disconnecting cables and power connections for the device
- Physically removing the individual device from its installed location, whether it is in a shelf or rack.
- Equipment will be left on the customer premise in the vicinity of where it was installed previous. The customer will be responsible for the disposal of the old equipment, in the event a credit is not received for shipment of the old equipment back to the original manufacturer

**Overhead Paging** – Current overhead paging systems at the Fire Departments, Police Department, DPW, and Water utility are legacy and obsolete. It is recognized that a new third-party paging solution is needed that can be standardized across all offices. An integrated overhead paging solution should be included with the proposal along with associated costs, licenses, and potential cabling/connectivity.

**Training** – The vendor will provide in person or video training courses that can be used by City of Franklin employees to learn the functions and features of the new phone system. It is expected that each employee will be engaged in 1-2 hours of phone system training. Five dedicated City of Franklin employees will be given extended training in the implementation and maintenance of station accounts, voicemail mailboxes, and basic administration. It is expected that 5-8 hours of basic administration training will be performed for the dedicated on-site system administrators.

### **Post Implementation Deliverables:**

Post implementation service and warranties should be included as part of the proposal and financial quotes, in addition to any extended maintenance costs. These may vary significantly based upon whether an on-premise or cloud-based system is implemented. Post implementation services must address:

1. **Warranty Costs** - Any equipment that is implemented must be maintained under vendor and extended warranties for the entire usage life of the equipment. Any equipment warranty that is provided initially by the manufacturer must be clearly identified. Warranty and support costs by the hardware manufacturer beyond the initial purchase must be identified as well.
2. **Extended Configuration & Maintenance Support** The City of Franklin does not have a dedicated telecommunication/phone engineer on staff, hence the City is reliant upon consulting services to execute complex configuration tasks beyond basic add/moves/changes. A support and maintenance plan for anticipated configuration and troubleshooting of problems should be maintained. The support agreement should address
  - SLA for problem reporting, resolution and escalation
  - SLA for configuration changes and administration
  - SLA and timeline (change window) for installation of recommended software updates
  - SLA and timeline for the installation of recommended security updates
    - Bi-annual updates is strongly recommended
  - Remote access method for emergency support or system down conditions
  - System backup and configuration archiving methods
3. **Education & Training** - Classes, coursework, and administration guides should be provided within the quoted costs. Based upon the type of system and service, the materials and training for local IT support may vary within the proposal.

### **Out of Scope Elements:**

The replacement phone system at the Police Department will receive inbound local calls and then transfer the phone call to the Dispatch Vesta system. Today this goes out via eight dedicated analog ports. The new phone systems will not directly integrate with the Dispatch 911 or Vesta systems, which are considered out of scope for the project. Both Vesta and emergency 911 services at Police Dispatch are handled by dedicated vendors, and these systems are isolated and contained on a stub network that is not connected to the main network in any way.

**Application of Standards:**

The vendor will adhere to all City of Franklin networking, telecommunication and security standards. For systems or services installed at the City of Franklin Police Department, all equipment and services must be fully in compliance the Department of Justice Criminal Justice Information Systems standards (CJIS) version 5.9.

**Acceptance Criteria:**

The vendor will provide a cut-over migration sheet that includes all incoming DID, hunt groups, and call paths that need to be fully tested post-implementation. The vendor will create a diagram of all station attendants and the associated call tree options used to activate an attendant or bulletin board. All recorded station attendants and associated voicemail accounts will be tested and confirmed to be fully operational post migration.

The vendor and the City of Franklin project team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW. The vendor will notify the City of Franklin project team that the project is officially complete by submitting to the customer a Project Sign-off Form, which should be completed and returned within five business days after receipt. If the project Sign-Off Completion Form indicates that there are any exceptions, the City of Franklin will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. The vendor will address any such non-conformances in a timely manner. The process for acceptance will be repeated until all non-conformance issues have been fully resolved or jointly addressed.

**Financing and Capital:**

Funding of \$185,000 in capital is being provided to the project through ARPA grant funds. The project will replace the primary call manager system at City Hall, and the G450 remote gateways at the Franklin Library and Franklin Police Department. A total of 217 desktop phones are currently in use under the following models.

**City Hall**

Avaya 6416D+	24
Avaya 6416D+M	3
Avaya 6424D+	1
Avaya 6424D+M	5
Avaya 7408D+	1
Avaya 8405D+	3
Avaya LCD	1
Avaya Polycom 2490	3
Lucent 8405D+	11
Lucent 8403	1
Lucent 8405B	1
Lucent 8405D	1
Lucent 8410D	3
Lucent 8434DX	10
Panasonic	1
<b>Total</b>	<b>69</b>

**Police Department**

2500	15
6210	13
6211	1

6408D+	20
6416D+	15
8403B	3
8405D+	7
8410D	2
<b>Total Count</b>	<b>76</b>

Public Library

Avaya 2500	2
Avaya 6408D+	15
Avaya 6424D+M	1
Lucent 8405D+	5
Lucent 8410D+	1
<b>Total</b>	<b>24</b>

Fire Station 1

Avaya 9611 VoIP	3
Lucent 8403	2
Lucent 8410D	4
Lucent 8434DX	4
<b>Total</b>	<b>13</b>

Fire Station 2

AT&T Desk	2
AT&T Cordless	2
AT&T Wall	1
<b>Total</b>	<b>5</b>

Fire Station 3

AT&T Desk	3
AT&T Cordless	2
AT&T Wall	2
<b>Total</b>	<b>7</b>

DPW

Avaya 9611 VoIP	10
<b>Total</b>	<b>10</b>

Sewer & Water Utility

AT&T SB67138	1
AT&T SB67148	1
AT&T Cordless	9
AT&T ML17928	2
<b>Total</b>	<b>13</b>

### **Current Operational Costs**

Avaya Warranty and Support contracts for 2022 totaled and operational expense of \$29,773.68. It is desired that maintenance and warranty support will be 30% to 40% of existing annual expenditures.

Plant cabling may need to be installed in lobbies and public areas, where a current digital/analog phone exists but there is no corresponding CAT6/5e network cabling.

### **Currently Monthly Carrier Charges:**

- City Hall
  - AT&T FlexReach (46 channels @ 10 Mbps) - \$906 18
  - Engineering Analog/Fax - \$63.80
  - Clerks Analog/Fax \$63.80
- Police Department
  - AT&T FlexReach (23 @ 10 Mbps) \$642 70
- Public Library
  - Inbound calls received by City Hall FlexReach router and transferred to G450 gateway over OC1 lines
  - Dedicated Analog 911 Line (outbound) - \$123.42
- Fire Station 1
  - Inbound calls received by City Hall FlexReach router and transferred to G450 gateway over OC1 lines.
- Fire Station 2
  - Incoming Analog/Centrex - \$74 17
- Fire Station 3
  - Incoming Analog/Centrex \$74.17
- Sewer & Water Utility
  - Incoming Analog/Centrex - \$148 34
  - Cabinet Dialer (SCADA) - \$76 22

### **Special Requirements:**

A dedicated remote access computer can be provided that is accessible via the Palo Alto Global Protect VPN client. The computer can be used to remotely analyze existing configurations and hardware, as well as setup and configure the new replacement system as well. A dedicated Active Directory user account will be created for the duration of the project engagement, which is then used for authentication of remote access. CJIS security requirements for remote access must be followed for the duration of the project and continued support.

Statement of Work prepared for:

# The City of Franklin

2023 Phone System Replacement Project



Proposal date May 15<sup>th</sup>, 2023

Presented by **CornerStone Communications**



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Thank you for providing the details of your RFP. It sounds like the City of Franklin is seeking a comprehensive solution to upgrade its phone systems and migrate to VoIP technology. CornerStone Communications would be pleased to submit a proposal to assist you in this effort.

Based on the information provided, we believe our company is well-positioned to meet your needs. We have extensive experience in implementing VoIP phone systems for organizations of all sizes and have successfully migrated clients from proprietary digital technology to IP-based solutions. We are confident that we can deliver a solution that meets your requirements while also reducing your annual support and maintenance costs.

### **Why Choose CornerStone?**

CornerStone Communications is the perfect partner for organizations looking to support or transition their phone systems to a more robust platform. With our expertise, we are able to maximize your investment and eliminate unnecessary errors. We can bid out any data or voice connection to help you find the most competitive services, reducing your costs while improving your network's capabilities. We specialize in a wide range of technology solutions, including SDWAN/SASE, cyber-security, and high-availability networks. We can source industry-leading equipment and solutions to meet your specific needs. At CornerStone Communications, we pride ourselves on providing exceptional service and support to ensure your business is always connected and protected.

The project that the City of Franklin is looking to take on will be incredibly complex with many stakeholders throughout the organization involved. We intend to make sure each department's voice is heard and provide a white glove approach to ensure a smooth implementation. We'll partner with the IT department and act as a resource throughout the deployment and provide the post-implementation support that the City will require.

At CornerStone Communications, we prioritize delivering the best solutions for your business. Whether you need phone system support, cost-effective voice and data connections, or access to advanced technologies, we are committed to providing personalized and reliable service. Partner with us to streamline your communication infrastructure and reduce the burden on your internal resources.

Our proposed solution will include the following components.

1. VoIP phone system: We will provide a robust and scalable VoIP phone system to replace the existing Avaya Call Manager R18.x system. The new system will support all required features, including call routing, voicemail, call conferencing, and call recording.
2. Desk phones: We will provide new desk phones to replace the approximately 217 Avaya phones that are currently in use. These phones will be selected based on your specific needs and requirements.
3. Remote offices: the remote locations and home offices will receive the complete menu of services the platform offers including support services. It will create a seamless transition, allowing workers to change locations or work from home as needed.
4. Hybrid or cloud-based PBX: We will provide proposals for both Hybrid and cloud-based PBX solutions to meet your specific requirements. Our team will work with you to determine the best solution based on your budget, technical requirements, and other considerations.

In addition to the above components, our solution will include installation, configuration, training, and ongoing support services to ensure a seamless transition to the new phone system.

#### **Implementation:**

We understand that the conversion of the old system to the new must be performed in tandem within the three campus offices and that phones at the DPW are dependent upon the City Hall phone system. We will work closely with your team to ensure a smooth transition and minimize any disruption to your daily operations.

Regarding the integration of the four remote offices that are using stand-alone phone systems, we agree that it can be performed at the same time as the campus network or at a slightly later date, based on your preference.

We acknowledge that at least 30-60 days will be necessary to analyze all PBX configurations, routing, auto attendants, and interfaces in order to migrate these settings over to a new system. Our team will ensure that we allocate enough time for this analysis and work with your team to identify any potential issues and mitigate them proactively.

We understand that all phone and telephony services must be fully in place and operational by the end of October 31, 2023. We will ensure that we meet this requirement and deliver a fully functional system by the deadline.

We understand that incomplete proposals or documents that contain significant errors will be returned to the applicant prior to the submission deadline, and no proposal will

be considered after the application deadline. We will ensure that our proposal is complete and accurate to meet these requirements.

Thank you for considering our proposal. We believe that our solution will provide a reliable, cost-effective, and scalable VoIP phone system for the City of Franklin. Please let us know if you have any questions or would like to discuss the proposal further.

### **Project Deliverables:**

**Hardware Deliverables** – Solutions that use on-premise equipment will include a quotation of all necessary equipment, phones, cabling, cards, adapters, and interfaces for a full implementation of the platform. Hardware delivery/shipments is intended to be multiple shipments with City Hall being the single receiving point. The customer provided warehouse will be environmentally controlled and secured.

- *The approach of shipping the hardware in multiple shipments to a single receiving point, such as City Hall, can be an effective way to manage logistics and ensure that all equipment is delivered securely. Additionally, having an environmentally controlled and secured warehouse to store the equipment can help to protect it from damage or theft. Cloud-based VoIP platforms typically require minimal hardware and can be easily scaled up or down as needed.*
- *Ultimately, the choice between a Hybrid solution and a cloud-based VoIP platform will vary the quantity of equipment required and sent to the specified location.*

**Software Deliverables** – Solutions that use on-premise equipment will include all software and licensing necessary to fully implement the solution. All software and license costs must be fully described within the quotations, and any annual licensing costs listed within services and support. Cloud based solutions that require software or licensing for integration with other services or third-party solution must also have these costs fully described within service and support.

- *With cloud-based phone solutions, there are typically little to no upfront hardware costs, as the system is hosted in the cloud by a third-party provider. However, the software and licensing costs associated with the solution, particularly if there is a need for integration with other services or third-party solutions.*
- *Any necessary software or licensing for the Hybrid and Cloud-Based solution will also be fully described within the services and support section of the quotation. This will ensure that there are no surprises or hidden costs later on in the implementation process.*

**Configuration of Solution for Current PBX Services** – The proposed solution will include the identification and duplication of the current Avaya Telephony Services configuration and system parameters. The solution must allow for the definition and importation of the following services:

- Phone station ID (a.k.a. extension) assignments to an individual or department. This will include analog, digital, and VoIP station accounts.
  - *Every user will be assigned a DID and an extension. IVR's, hunt/call groups, and locations can also be assigned a DID and/or an extension.*
- Voicemail assignment to a station ID or dedicated virtual mailbox.
  - Importation of existing voicemail is out of scope, as new voicemail accounts will be created and existing messages will not be carried over to the new system
    - *Every user will have their own voicemail box that can be accessed onsite or remotely.*
    - *Group mailboxes are also possible to be created.*
- Department hunt groups, call routing, and call paths
  - *Hunt groups are available with each solution proposed.*
  - *Call routing and advanced call routing are included with base packages. Skills based routing would require an upgrade, but is not required or necessary based on what has been shared.*
  - *Each system includes enough call paths for every user to be on the phone simultaneously, as well as handle multiple calls per user simultaneously.*
- System auto-attendants and associated menu options
  - Bulletin board attendants for non-interactive messages
    - *Recorded and non-interactive messages can be added to any IVR, on-hold, or shared voicemail box.*
  - After Hours system attendants and associated menu options
    - *Every IVR, user, and site can have normal and after-hours options for call routing, voicemail handling, and alert messages to external users.*
- Dedicated DID inbound call routing
  - *Every user, IVR, and handset can have a published or nonpublished DID.*
- Inbound trunk line configuration
  - SIP is currently not being implemented
    - *SIP will no longer be a requirement as it is bundled with the phone solution. The proposal includes the removal of the existing SIP solution (AT&T IP Flex) to allow for cost savings for the City.*
- EC500 replacement for call routing to employee cell phones
  - *Every employee will have the ability to answer work calls to their DID and/or extension via mobile app on their cell phone, soft phone on a work or home device, or can opt for call forwarding to a personal number.*
- Called ID
  - *Inbound caller ID will identify publicly reported information to the City's users.*
  - *Outbound caller ID can be chosen by the City employee. I.e., an employee can opt for their work DID, department DID, or City DID for outbound caller ID.*
- 911 routing and associated caller-ID
  - *Each solution meets the requirements of Kar's Law and Ray Baum's Act.*
- Basic music on hold
  - *Each phone system comes preprogrammed with music on hold. The customer is also able to upload MP3/4 files to be played for on hold music.*

- *Additionally, the customer can record messaging and upload it for any on-hold users*

**Logging and Call Tracing** – The current Avaya system does not allow for call logging and tracing, with little to no aggregate statistics being provided on call quality, routing, or abandoned calls. A solution that provides call logging and statistical reports is desired, but is not required as a project deliverable.

- *Each of the proposed solutions will have a default call logging record built into the system. The details shared vary between systems but each will provide Caller ID (inbound/outbound) Date/Time stamp, and duration of call at a minimum*

**De-installation of Existing Equipment:** - For on-premise systems, the vendor will de-install all equipment necessary for the completion of the SOW and the tasks defined within. De-installation is defined as:

- Disconnecting cables and power connections for the device
- Physically removing the individual device from its installed location, whether it is in a shelf or rack.
- Equipment will be left on the customer premise in the vicinity of where it was installed previous. The customer will be responsible for the disposal of the old equipment, in the event a credit is not received for shipment of the old equipment back to the original manufacturer.
  - *Due to the ease of removing the existing equipment, we will leave this up to the customer. We can remove the existing PBX and handsets at an additional cost which will be identified in the proposal (taking into account recycling fees and hourly labor). Alternatively, the City can handle the disposal in-house*

**Overhead Paging** – Current overhead paging systems at the Fire Departments, Police Department, DPW, and Water utility are legacy and obsolete. It is recognized that a new third-party paging solution is needed that can be standardized across all offices. An integrated overhead paging solution should be included with the proposal along with associated costs, licenses, and potential cabling/connectivity

- *Paging to handsets will be capable within the systems that have been recommended. Paging to an ATA that utilizes existing customer-owned equipment has also been quoted*
- *If we find we are unable to re-use the existing equipment, we will need to quote replacement hardware and installation*

**Training** – The vendor will provide in person or video training courses that can be used by City of Franklin employees to learn the functions and features of the new phone system. It is expected that each employee will be engaged in 1-2 hours of phone system training. Five dedicated City of Franklin employees will be given extended training in the implementation and maintenance of station accounts, voicemail mailboxes, and basic administration. It is expected that 5-8 hours of basic administration training will be performed for the dedicated on-site system administrators.

- *Users Onsite or remote One-on-One or Group training sessions can be done at an hourly rate, which will be represented as an optional expense on the proposal Alternatively, free On-line resources will be available to all users 24/7/365*
- *Administrators On Site or Remote, One-on-One or Group training sessions will be provided for those with admin rights Additional training and support are accessible online at no charge*

#### **Post Implementation Deliverables:**

Post implementation service and warranties should be included as part of the proposal and financial quotes, in addition to any extended maintenance costs. These may vary significantly based upon whether an on-premise or cloud-based system is implemented. Post implementation services must address:

1. **Warranty Costs** - Any equipment that is implemented must be maintained under vendor and extended warranties for the entire usage life of the equipment. Any equipment warranty that is provided initially by the manufacturer must be clearly identified. Warranty and support costs by the hardware manufacturer beyond the initial purchase must be identified as well.
  - *Leased phones will be provided on two of the three proposals The devices will have full RMA and remote activation provided by the vendor so long as the service is under term*
    - *customer will be required to plug in the physical replacement handset, or utilize the optional proposal for a CornerStone employee to install*
  - *The Sangoma proposal comes with a lifetime warranty on handsets quoted*
  - *The licensing and phone system are under full support so long as the customer maintains payments and the service is under term*

- 2 **Extended Configuration & Maintenance Support** - The City of Franklin does not have a dedicated telecommunication/phone engineer on staff; hence the City is reliant upon consulting services to execute complex configuration tasks beyond basic add/moves/changes. A support and maintenance plan for anticipated configuration and troubleshooting of problems should be maintained. The support agreement should address:
- SLA for problem reporting, resolution and escalation
    - *Every user will have the ability to open tickets on behalf of your organization. From low to high severity, each ticket will be handled by the phone provider. High severity tickets (service down, significant voice degradation, etc.) are handled as a top priority with 24x7 engineers available. Low severity tickets (password reset, how-to's, installation of soft phone, etc.) are also handled by remote engineers on either an 8x5 or 24x7 timeframe.*
    - *CornerStone engineers are also available at an hourly rate to support the customer if they do not have a technical resource to troubleshoot with the phone vendor of choice.*
  - SLA for configuration changes and administration
    - *Much of the moves/add/changes can be performed within the portal allowing quick and efficient resolution in a self-service manner. For more challenging design questions, the City of Franklin can reach out to CornerStone for consulting on an hourly basis (8-5 M-F).*
  - SLA and timeline (change window) for installation of recommended software updates
    - *Depending on the phone provider selected, updates are released on a bi-weekly or monthly basis and will automatically apply to the system. In the event that the City of Franklin does not desire frequent updates, these updates can be delayed manually.*
  - SLA and timeline for the installation of recommended security updates.
    - **Bi-annual updates is strongly recommended**
    - *Depending on the phone provider selected, updates are released on a bi-weekly or monthly basis and will automatically apply to the system. In the event that the City of Franklin does not desire frequent updates, these updates can be delayed manually.*

- Remote access method for emergency support or system down conditions
  - *So long as the administrator has access to the internet, they will be always be able to access the system. The City of Franklin Administrator will always have access to call, chat or email in the event of a System Down*
- System backup and configuration archiving methods
  - *Each of the phone systems recommended is continuously backed up across multiple data centers throughout the US*
  - *Each system has a 5 9's SLA uptime, i e , guaranteed service 99 999% of the year*
- 3. **Education & Training** - Classes, coursework, and administration guides should be provided within the quoted costs. Based upon the type of system and service, the materials and training for local IT support may vary within the proposal.
  - *Users Onsite or remote One-on-One or Group training sessions can be done at an hourly rate, which will be represented as an optional expense on the proposal Alternatively, free On-line resources will be available to all users 24/7/365*
  - *Administrators On Site or Remote, One-on-One or Group training sessions will be provided for those with admin rights Additional training and support are accessible online at no charge*

### **Customer Responsibilities**

- Provide Site Addresses
- Provide Named Resources
- Access to these individuals at agreed upon times
- Access to network as applicable to the project
- Attendance and follow through on tasks requested
- Network Readiness
- Cabling for the areas underserved with WIFI access
- Identification and count of handsets of which get physical desk phones as compared to softphones
- Assistance in pulling CSR's from losing carrier
- List of Users with their:
  - Full name
  - Current Extension
  - Current DID
  - Email address
  - Physical address

## **Out of Scope Activities**

- Pre install Site Survey
- Troubleshooting/repair/replacement of any equipment being provided by the customer
- Any new programming not specifically required to complete the hardware install
- Any work not specifically outlined above
- One-Attendant programming or installation
- Any house or station wiring/terminations
- Any changes to existing dial plan
- Acting as Agency on their behalf with TELCO provider, unless requested and billed at an hourly rate of \$165
- Removal/de-installation of any existing equipment

## **Standard Service Hours**

Pricing is based on all non-service impacting work to be performed during regular business and system turn up normal hours Monday-Friday. First Day of Business Support (FDOB) will be the first day after the system is turned up and live. Unless otherwise specified in the SOW work performed outside of Standard Service Hours will be subject to additional charges of (1.5X per hr.) \$247.50 per hour.

## **Data Collection**

As part of this project, CornerStone will provide to the customer a data collection form (DCF). This DCF will be the main tool used to gather all necessary information the CornerStone engineer will use to program the new system. This DCF must be completed and returned to the CornerStone no less than two (2) weeks prior to scheduled installation date. At the time the form is returned, the project design and request will be finalized. Any additional changes or last-minute requests may result in additional billable hours, additional licensing, or delays in delivery of the project. Any changes to the existing system during that period will need to be tracked by the customer.

## **Reused Equipment**

CornerStone will not be responsible for the integrity of any Customer-provided or reused equipment. The CornerStone resources on the project will provide basic troubleshooting to determine the root cause of any hardware failures. If CornerStone resources deem the cause of the failure is in direct response to the current project, CornerStone will provide best effort troubleshooting to resolve the issue or determine the best course of action for resolution.

If the failure is not deemed a direct response to the project, the responsibility for troubleshooting and/or replacement will be that of the customer or customer vendor.

### **Paging/Music on Hold/Prerecorded Messages**

CornerStone will not be responsible for installing or troubleshooting an existing or new paging or Music on Hold system(s). CornerStone can provide the customer the interface to the phone system for these devices. Additionally, unforeseen troubleshooting of the existing paging systems can result in additional consulting time at the hourly rate of \$165 per hour.

Prerecorded messages can be completed by a CornerStone employee on behalf of the customer at the rate of \$165 per hour. The expectation is that the customer would provide written scripts for the planned on-hold messages. Any delays in providing the additional documentation would result in hourly billing.

### **Existing Equipment and Circuits**

The Customer will be responsible for ensuring that any non-CornerStone or phone vendor equipment reused in the new system is in proper working order.

Customer will order, install and test all network circuits and ensure all circuits are fully extended and terminated to the network. Additionally, the customer will provide CornerStone with voice and data circuit information no less than three (3) weeks prior to installation date.

### **De-installation of Existing Equipment**

As part of this project, CornerStone will de-install all equipment necessary for the completion of this SOW and the tasks defined within.

De-installation is defined as:

- Disconnecting cables and power connections from the device
- Physically removing the individual device from its installed location, whether it's in a shelf or rack.
- Equipment will be removed from the customer premise in the event that the customer opts for our optional removal and disposal fee.
- CornerStone will not be responsible for moving, re-racking, or changing existing network infrastructure. CornerStone is also not responsible for customer's UPS/backup power supplies and any issues that may arise from powering down, disconnecting equipment, or adding new equipment.
- Customer is responsible for providing a cart or device to move equipment offsite.
- De-installation will be limited to individual voice devices only, not racks, mounts, cabinets, cabling or wallboards.

## **Project Scheduling**

To ensure a successful project, CornerStone has an estimated 6-8 week lead time for project initiation, which is subject to CornerStone resource availability. Any scheduling requests less than 6-8 weeks will require an expedite charge and be subject to CornerStone resource availability. For a multiple site implementation or any implementation that requires a network assessment, the installation timelines will increase accordingly.

The lead time begins once a signed SOW, PO, and phone vendor contract are received from the Customer and receipt is confirmed by CornerStone. It's important to note that the project will not begin nor will a Project Manager be assigned until a signed SOW, PO and phone vendor contract are received.

Once those items are received, a Project Manager will be assigned and Customer will be contacted with proposed installation dates. Installation dates are finalized upon receiving written approval from the Customer. Delays in installation approvals could result in originally proposed installation dates no longer being available.

All projects, unless notated below and priced accordingly, will be completed in a single phase. Additional costs will be incurred by the customer if a multi-phase turn up is requested. The request for a multiphase project must be made to the CornerStone Project Manager during the project kick-off call. The responsibility of the making this request is solely that of the Customer. Acceptance of this request will be confirmed by the CornerStone Project Manager through a CornerStone Change Order form.

The scheduling of multiphase projects will be based on dates that are mutually agreeable to both CornerStone and the Customer.

## **Cancellation/Delays/Exclusions**

- All on-site cancellations or postponements made within 20 business days of onsite installation commencement are subject to CornerStone monetary recuperation of lost travel expenses and 50% of scheduled time up to a one-week max at \$95/ hour for each technician scheduled to be onsite. A Change Order form signed by the Customer must be returned to CornerStone prior to CornerStone rededicating resources.
- CornerStone will charge additional labor hours due to Customer progress delays that result in CornerStone lost time due to:
  - Above noted Customer responsibilities not being completed prior to CornerStone arrival on-site
  - Room non-availability. CornerStone will charge for additional travel expenses for return visits due to room non-availability caused by the Customer, and will charge \$95/hr. for any unproductive time spent waiting for rooms to become available.

- Any outstanding issues caused by Customer delays not listed as an exception on CornerStone's Sign-Off Form. For those outstanding issues, a technical support case can be opened and worked until closed by a remote support technician over phone or video. If on-site technicians are required, the Customer will be billed separately for incurred travel and labor.
- CornerStone is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control, including, but not limited to, manufacturer fabrication errors, shipping delays and/or equipment malfunctions.
- Either party may terminate this SOW at any time without further obligation or liability in the event that the other party is in default regarding any material obligation of this SOW and such default is not cured within 10 days of receipt of written notice from the non-defaulting party that provides details of such default; and in the case of such termination, all outstanding CornerStone invoices for satisfactorily completed work and any satisfactorily completed work and expenses not yet invoiced shall be due and payable.
- CornerStone is not responsible for the Customer's relationship with the phone vendor of record, as CornerStone is a systems integrator and not the vendor or manufacturer. For any customer grievances with the vendor, CornerStone can act as an escalation point and assist the customer with resolution of issues.

### **CornerStone Project Team**

The CornerStone Project Team will include a Project Manager ("PM")/Account Executive ("AE"), a Phone/Installation Engineer, and can include a Network Engineer if deemed necessary by the CornerStone PM. The CornerStone PM serves as a single point of contact, responsible for ensuring successful Implementation. Working closely with the designated Customer liaison, the PM directs the efforts of the entire project team with a clear focus on all aspects of planning, development, deployment, testing, and orientation.

While still being the designated single point of contact for the project, the CornerStone PM will provide direct contact information for each resource assigned to the project. However, any issues, change requests, or timeline change requests to the project must be communicated directly to the CornerStone PM in order to be considered a valid request/issue.

## **Customer Project Team**

Customer resources involved in the timely completion of the project include the following roles:

**Primary Contact** -Acts as the primary interface and decision-maker with CornerStone and communicates or assists with communication of all details required for the Project completion. This individual will attend all scheduled meetings pertaining to the Project and has signatory authority to work with CornerStone through all phases of all the three offerings outlined above. The Primary Contact is responsible for keeping the Secondary Contact informed of all details should the Primary Contact be unavailable.

**Secondary Contact** -Acts as the secondary interface to the CornerStone Project Team in addition to the Primary Contact, or when the Primary Contact is not available.

**Technical Contact(s)** -Act(s) as the Customer technical resource(s) to provide any needed technical or network related information to enable Project completion. Technical contact(s) should be readily accessible at all times while the CornerStone Engineer is onsite.

The specific individuals responsible for the project will need to be identified at the initial project review meeting. Failure to identify these key Customer team contacts may cause delays to the project.

## **Change Control**

In the event either party wished to modify this SOW, the following procedures will apply.

- The party requesting the change will notify the other party in writing of the change request.
- CornerStone will prepare a change order document outlining the impact of the change. The parties will evaluate and negotiate in good faith the changes to the SOW, and additional fees, if any, required to implement the Change Order.
- The Change Order will be incorporated into this SOW, upon agreement by both parties in writing.
- CornerStone is under no obligation to proceed with the Change Order until such time as the Change Order has been agreed upon in writing by both parties.

### **Help Desk and First Day of Business Support (FDOB)**

A CornerStone customer service engineer will provide up to four (4) basic hours of Help Desk support on the first day of business following an upgrade, unless otherwise noted above. Help Desk support will be available on consecutive business days during Standard Service Hours (Monday- Friday, 8:00 a.m. - 5 00 p.m.). Customer can request additional Help Desk support in at an additional charge of \$165 per hour. Under this Agreement, CornerStone will provide zero (0) hours beyond the basic hours outlined above. Customer will be required to provide one representative to support the Help Desk operation.

### **Customer Acceptance/Completion**

The CornerStone Project Team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW. CornerStone will notify Customer of project completion by submitting to Customer a completion notice in written form. Customer will reply in writing to the form within 5 business days of receipt. If the CornerStone completion document indicates there are no exceptions, the project will be considered accepted by Customer upon CornerStone's receipt of the confirmation. If the response indicates exceptions, Customer will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. CornerStone will address any such non-conformance in a timely manner. The process for acceptance will be repeated until non-conformance has been resolved. If Customer does not return a written response within 5 business days of receipt (or has not provided any written exceptions as required above), the services will be deemed accepted by Customer on the 6th day after Customer receipt of completion notice. The CornerStone completion notice will not be delayed for the purpose of successful test completion with any secondary systems or non-CornerStone-branded solutions.

	Cody Smith
	President
	5/11/23

## System Comparison

Functionality	Traditional PBX	Vonage	Sangoma	RingCentral
Soft Phone	No	Yes	Yes	Yes
Mobile Application	No	Yes	Yes	Yes
Work From Home	No	Yes	Yes	Yes
Instant Messaging	No	Yes	Yes	Yes
Group Messaging	No	Yes	Yes	Yes
SMS / MMS	No	Yes	Yes	Yes
eFax	No	Yes	Yes	Yes
Inbound Caller ID Control	No	Yes	Yes	Yes
Outbound Caller ID Control	No	Yes	Yes	Yes
Voicemail to Email	No	Yes	No	Yes
Voicemail Transcription	No	No	No	Yes
Video Calling	No	Yes	Yes	Yes
Video Conferencing	No	Yes	Yes	Yes
Audio Conferencing	No	Yes	Yes	Yes
Microsoft Teams Integration	No	Yes	No	No

Support	Traditional PBX	Vonage	Sangoma	RingCentral
Replacement/RMA on Devices	No	Yes	Yes	Yes
Online Chat Support	No	24x7	8x5	24x7
Email Support	No	24x7	8x5	24x7
Call-in for Support	Maybe	24x7	8x5	24x7
Admin Training	Not Online	24x7 Online	24x7 Online	24x7 Online
User Training	Not Online	24x7 Online	24x7 Online	24x7 Online

Reliability	Traditional PBX	Vonage	Sangoma	RingCentral
Disaster Recovery	No	Yes	Yes	Yes
Local Call Redundancy During Carrier Outage	Yes	No*	Yes	No*
Local Call Redundancy During Equipment Outage	No	Yes	Yes*	Yes
5 9's SLA	No	Yes	Yes	Yes

\*Users can access their work phone, voicemail, IM, and everything else via mobile data on cell phones or on work computers anywhere that there is internet during a local outage

<b>Compliance</b>	<b>Traditional PBX</b>	<b>Vonage</b>	<b>Sangoma</b>	<b>RingCentral</b>
E911 Routing	No	Yes	Yes	Yes
Call Recording	No	Yes	Yes	Yes*
Conference Recording	No	Yes	Yes	Yes*
Kari's Law	No	Yes	Yes	Yes
Ray Baum's Act	No	Yes	Yes	Yes
HIPAA	No	Yes	Yes	Yes
FINRA	No	Yes	Yes	Yes

\*Call recording is a special feature that may require additional licensing/spend depending on use case, retention policies, and amount of storage required

<b>Technical</b>	<b>Traditional PBX</b>	<b>Vonage</b>	<b>Sangoma</b>	<b>RingCentral</b>
Active Directory Integration	No	Yes	No	Yes
CRM Integration	No	Yes*	Yes*	Yes*
Open API's	No	Yes	Yes	Yes
Analytics Portal	No	Yes	Yes	Yes
Moves/Adds/Changes	Challenging	Easy	Easy	Easy
New Number Adds	Challenging	Easy	Easy	Easy
Quality of Service Analytics	No	Yes	Yes	Yes
Call Tracing/Records	No	Yes	Yes	Yes

\*CRM integrations are available for free based on the phone vendor and CRM of choice. Future CRM decision would need to be verified for compatibility

## Pricing Breakdowns of Each Solution Proposed

Proposed Vendors	3-Year Cost	Optional Consulting/Implementation	Cost/Year After Initial 36 Months
Vonage	\$ 157,788 24	\$ 26,435 00	\$ 51,346 08
Sangoma	\$ 168,867 48	\$ 19,785 00	\$ 41,774 40
RingCentral	\$ 154,974 84	\$ 22,735 00	\$ 47,258 28

Existing Costs To Be Replaced	Cost/Mo	Cost/Yr
AT&T SIP/IP FLEX City Hall	\$ 906 64	\$ 10,879 68
AT&T SIP/IP FLEX Police	\$ 642 77	\$ 7,713 24
DPW ATT Measured Lines	\$ 127 60	\$ 1,531 20
Library ATT POTS	\$ 122 90	\$ 1,474 80
City Hall ATT POTS for Fax	\$ 110 85	\$ 1,330 20
Fire Station 3 Measured Lines	\$ 296 68	\$ 3,560 16
<b>Total:</b>	\$ 1,549 41	\$ 26,489 28

Total Cost of Ownership		
Vendors	3-Year Total Cost	Ongoing Service (After Year 3) Minus AT&T Billing
Vonage	\$ 104,755 40	\$ 24,856 80
Sangoma	\$ 109,184 64	\$ 15,285 12
RingCentral	\$ 98,242 00	\$ 20,769 00

The above image shows the estimated costs per system with the initial payment, along with ongoing expenses. All costs are estimates based on information provided.

Under the "Proposed Vendors" section, "3-Year Cost" is an all-inclusive number based on licensing, devices, estimated fees, and phone vendor one-time costs.

"Optional Consulting/Implementation" includes the costs from CornerStone for the optional services:

- Installation and removal of equipment
- Training of administrators
- Users/System design consultation
- Carrier consultation for porting phone numbers and disconnecting old services.

The "Cost/Year After Initial 36 Months" represents the cost of licensing and potential leased phones per year, starting on month 37 of service. The initial service agreement is for a 36-month term.

Under the "Existing Costs to Be Replaced" section, we have identified current billing that can/will be replaced by the proposed phone system. These billings would need to be maintained with a traditional PBX but could be disconnected with the solutions we are recommending. These are current expenses that are approved by the City of Franklin therefore we would open up additional budget in the short term (next 36 months) and actually reduce cost of ownership in the future (months 37+).

**\*Services not represented in our math however currently billed under existing budget ~\$30,000 per year support plan for your PBX and recurring costs associated with Zoom ~3,300 per year could be eliminated.**

Under the "Total Cost of Ownership" section, we show a combination of the costs proposed and the estimated savings based on current billing. The City will see substantial budgetary benefits from our proposal, as the \$180,000 in grant money will be used while existing budget can be opened up for use elsewhere within the City.

**\*\*Please note that all quotes are based on information provided. Once the approvals have been made, we can finalize the accuracy of user counts and total payments required. (ie; reduction in seats= lower billing)**

**Detailed Breakdowns of Proposals**

**Vonage**

<b>Recurring</b>			
Quantity	Seats	Seat Per Month	Total Per Month
230	Standard User	\$ 9.99	\$ 2,297.70
20	Limited User	\$ 6.99	\$ 139.80
250	Cost Recovery	\$ 1.75	\$ 437.50
250	E911	\$ 0.99	\$ 247.50
230	Poly VVX 350	\$ 3.99	\$ 917.70
20	Grandstream HT802	\$ 1.49	\$ 29.80
10	Poly 6000 conf	\$ 16.99	\$ 169.90
6	Yealink Cordless/dect p	\$ 6.49	\$ 38.94
<b>Total Per Month</b>			<b>\$ 4,278.84</b>
<b>Annual Cost</b>			<b>\$ 51,346.08</b>

Standard User – a knowledge worker that will receive a soft phone, mobile app, and full phone functionality.

Limited User – a lower cost license used for paging, faxing, and common area phones

Cost Recovery + e911 – regulatory fees that the City is not exempt from

Poly VVX 350 – a leased handset for office workers

Grandstream HT802 – a leased ATA device for paging systems and fax machines

Poly 6000 – a leased conference phone

Yealink Cordless – a leased cordless phone

<b>One-Time</b>			
Quantity	Phone	Price	Total
1	Vonage Onboarding Fee	\$ 3,750.00	\$ 3,750.00
<b>Total:</b>			<b>\$ 3,750.00</b>

Vonage Onboarding Fee – a fee that covers light project management and support during the design, implementation, and porting process

## Vonage (continued)

CornerStone Consulting/Deployment Assistance				
Quantity	Phone	Price	Total	Required?
266	Onsite Installation of Phones/Devices	\$ 25.00	\$ 6,650.00	Optional
4	Port Assistance	\$ 165 00	\$ 660 00	Optional
20	Design Assistance	\$ 165 00	\$ 3,300.00	Optional
10	Admin Training	\$ 165 00	\$ 1,650.00	Optional
30	End-User In-Person Group Training	\$ 165.00	\$ 4,950.00	Optional
270	Removal of Existing Phones and Equipment	\$ 25 00	\$ 6,750.00	Optional
15	Hourly Rate (Misc./AT&T Disconnects)	\$ 165 00	\$ 2,475.00	Optional
<b>Total:</b>			<b>\$26,435.00</b>	

Onsite Installation of Phones/Devices – a CornerStone employee will be onsite to install the leased equipment at each desk/work station, fax machine, or paging system

Port Assistance – a CornerStone employee will work with the City of Franklin to pull the appropriate documentation from AT&T for the voice port with the new phone system

Design Assistance – a CornerStone employee will work with the City of Franklin IT team to map out how the current phone system works and help design the new system

Admin Training – a CornerStone employee will work with the City of Franklin IT team to train administrators on how to use the new phone system.

End-User In-Person Group Training – a CornerStone employee will run group training sessions with City employees

Removal of Existing Phones and Equipment – a CornerStone employee will remove phones and phone system equipment from the premise once the new system is running in production

Hourly Rate (Misc./AT&T Disconnects) – a CornerStone employee will assist with the disconnects of AT&T services previously identified, as well as other miscellaneous requirements

## Sangoma

<b>Recurring</b>			
Quantity	Seats	Seat Per Month	Total Per Month
220	Standard User	\$ 9.99	\$ 2,197.80
31	Courtesy Extension	\$ 5.99	\$ 185.69
2	SB2500 StarSystem	\$ 39.99	\$ 79.98
75	StarLine Unlimited	\$ 27.99	\$ 2,099.25
120	Non-published #'s	\$ 0.75	\$ 90.00
10	Published #'s	\$ 2.99	\$ 29.90
12	e911 Zones*	\$ 2.99	\$ 35.88
	Cost Recovery*		\$ -
1	Discount	\$ 1,237.30	\$ 1,237.30
<b>Total Per Month</b>			<b>\$ 3,481.20</b>
<b>Yearly Cost</b>			<b>\$ 41,774.40</b>

Standard User – a knowledge worker that will receive a soft phone, mobile app, and full phone functionality

Courtesy Extension – a lower cost license used for paging, faxing, and common area phones

SB2500 StarSystem – a local piece of equipment that allows for extension to extension dialing in the case of an internet outage

StarLine Unlimited – a call path with 2,500 domestic LD minutes pooled at the account level

Non-published and published #'s – Extra DID's to be retained with the system for future use

- Cost Recovery + E911 – regulatory fees that the City is not exempt from.
- E911 zones to be determined with the customer if opting for Sangoma.
- Cost Recovery to be calculated once counts/design is finalized

**Sangoma (continued)**

<b>One-Time</b>			
Quantity	Phone	Price	Total
2	Starbox 2500 SDWAN	\$ 1,499.00	\$ 2,998.00
55	P315 IP phones	\$ 57.01	\$ 3,135.55
160	P330 IP phone	\$ 109.71	\$ 17,553.60
6	Yealink DECT W79P	\$ 285.99	\$ 1,715.94
10	Yealink CP 925 Conf	\$ 425.99	\$ 4,259.90
20	Grandstream ATA	\$ 74.00	\$ 1,480.00
1	S2S Service Installation	\$ 11,670.00	\$ 11,670.00
1	S2S Service Configuration	\$ 3,647.34	\$ 3,647.34
1	S2S Training	\$ 1,866.90	\$ 1,866.90
1	S2S Porting	\$ 130.00	\$ 130.00
1	Provisioning	\$ 7,530.00	\$ 7,530.00
1	Shipping	\$ 1,960.75	\$ 1,960.75
	Discount		\$ (14,403.70)
	<b>Total:</b>		<b>\$ 43,544.28</b>

Starbox 2500 SDWAN – a local piece of equipment that allows for extension to extension dialing in the case of an internet outage

P315 IP phones – lower tier phones for common areas or light phone users

P330 IP phone – mid-tier phones for knowledge workers

Yealink DECT W79P – wireless phones

Yealink CP 925 Conf – conference phones

Grandstream ATA – an ATA used for paging, faxing, and analog conversion

S2S Service Installation – Sangoma-badged employees installing handsets onsite

S2S Service Configuration – Sangoma-badged employees assisting with the design of the phone system

S2S Training – Sangoma-badged employees assisting with the training of administrators

S2S Porting – Sangoma-badged employees assisting with the porting of phone numbers

Provisioning – Sangoma-badged employees that provision the physical equipment

### Sangoma (continued)

<b>CornerStone Consulting/Deployment Assistance</b>				
Quantity	Phone	Price	Total	Required?
0	Onsite Installation of Phones/Devices	\$ 25.00	\$ -	Optional
4	Port Assistance	\$ 165.00	\$ 660.00	Optional
20	Design Assistance	\$ 165 00	\$ 3,300.00	Optional
10	Admin Training	\$ 165 00	\$ 1,650 00	Optional
30	End-User In-Person Group Training	\$ 165 00	\$ 4,950 00	Optional
270	Removal of Existing Phones and Equipment	\$ 25.00	\$ 6,750.00	Optional
15	Hourly Rate (Misc./AT&T Disconnects)	\$ 165 00	\$ 2,475 00	Optional
<b>Total:</b>			<b>\$19,785.00</b>	

Onsite Installation of Phones/Devices – a CornerStone employee will be onsite to install the leased equipment at each desk/work station, fax machine, or paging system

Port Assistance – a CornerStone employee will work with the City of Franklin to pull the appropriate documentation from AT&T for the voice port with the new phone system

Design Assistance – a CornerStone employee will work with the City of Franklin IT team to map out how the current phone system works and help design the new system

Admin Training – a CornerStone employee will work with the City of Franklin IT team to train administrators on how to use the new phone system.

End-User In-Person Group Training – a CornerStone employee will run group training sessions with City employees

Removal of Existing Phones and Equipment – a CornerStone employee will remove phones and phone system equipment from the premise once the new system is running in production

Hourly Rate (Misc./AT&T Disconnects) – a CornerStone employee will assist with the disconnects of AT&T services previously identified, as well as other miscellaneous requirements

## RingCentral

Recurring			
Quantity	Seats	Seat Per Month	Total Per Month
230	Standard	\$ 8 00	\$ 1,840 00
20	Limited	\$ 6 00	\$ 120 00
250	Cost Recovery	\$ 3.50	\$ 875.00
250	E911	\$ 1.00	\$ 250 00
1	additional Local	\$ 4.99	\$ 4.99
220	Poly VVX 250	\$ 3 15	\$ 693 00
20	Poly OBi302 ATA	\$ 2 02	\$ 40 40
10	Poly 8500 conf	\$ 11 48	\$ 114 80
<b>Total Per Month</b>			<b>\$ 3,938.19</b>
<b>Yearly Cost</b>			<b>\$ 47,258.28</b>

Standard User – a knowledge worker that will receive a soft phone, mobile app, and full phone functionality.

Limited User – a lower cost license used for paging, faxing, and common area phones

Cost Recovery + e911 – regulatory fees that the City is not exempt from

Additional Local – a per-DID rate for maintaining additional numbers beyond what is required. The cost per number would be reduced if a large number of additional DID's are maintained, which will be finalized with the IT team

Poly VVX 250 – a leased handset for office workers

Poly OBi302 ATA – a leased ATA device for paging systems and fax machines

Poly 8500 – a leased conference phone

**RingCentral (continued)**

<b>CornerStone Consulting/Deployment Assistance</b>				
Quantity	Phone	Price	Total	Required?
250	Onsite Installation of Phones/Devices	\$ 25 00	\$ 6,250 00	Optional
4	Port Assistance	\$ 165 00	\$ 660 00	Optional
10	Admin Training	\$ 165 00	\$ 1,650 00	Optional
30	End-User In-Person Group Training	\$ 165 00	\$ 4,950 00	Optional
80	Provisioning/Design/Implementation	\$ 165 00	\$ 13,200 00	Required
270	Removal of Existing Phones and Equipment	\$ 25 00	\$ 6,750 00	Optional
15	Hourly Rate (Misc /AT&T Disconnects)	\$ 165 00	\$ 2,475.00	Optional
		<b>Total:</b>	<b>\$ 35,935.00</b>	

Onsite Installation of Phones/Devices – a CornerStone employee will be onsite to install the leased equipment at each desk/work station, fax machine, or paging system

Port Assistance – a CornerStone employee will work with the City of Franklin to pull the appropriate documentation from AT&T for the voice port with the new phone system

Design Assistance – a CornerStone employee will work with the City of Franklin IT team to map out how the current phone system works and help design the new system

Admin Training – a CornerStone employee will work with the City of Franklin IT team to train administrators on how to use the new phone system.

End-User In-Person Group Training – a CornerStone employee will run group training sessions with City employees

Removal of Existing Phones and Equipment – a CornerStone employee will remove phones and phone system equipment from the premise once the new system is running in production

Hourly Rate (Misc./AT&T Disconnects) – a CornerStone employee will assist with the disconnects of AT&T services previously identified, as well as other miscellaneous requirements



**2023 PHONE SYSTEM REPLACEMENT PROJECT  
PROPOSAL FOR**



**April 28, 2023**

**PRESENTED TO:**

**James Matelski**

**PRESENTED BY:**

**Bob Stachowiak**

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

April 28, 2023

James Matelski  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

Dear James,

Thank you for the opportunity to present Central Office Systems Corp and Net2Phone (see Appendix A for an overview of Net2Phone) to meet the requirements for your “**2023 Police Phone System Replacement Project**”. Since we provide, install and support multiple phone systems, this response will be one of two different options that we are providing to the City of Franklin

We are excited that you are considering Central Office Systems and Net2Phone. All municipalities deserve access to the best technology to grow, compete and thrive. Our solutions are easy to set up, use and manage. We look forward to working with the City of Franklin to provide and support the solution that works best for your situation

If you have any questions about this response, please call me at 262-436-9223  
I would be delighted to hear from you

Once again, thank you for this opportunity

Sincerely,

*Robert J. Stachowiak*

Bob Stachowiak  
Security Specialist

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

In order to best cover all of the requirements in the RFP, we will follow the layout of the original Statement of Work in providing our responses

### Description of Project:

In an effort to reduce annual support and maintenance costs, the City of Franklin is undertaking a project to replace all Avaya phone systems and migrate proprietary digital technology over to VoIP on TCP/IP. The current Avaya Call Manager R18.x system will be retired along with approximately 217 desk phones. The current Avaya Call Manager at City Hall will be replaced, along with two G650 Avaya Gateways at the Police Department and Franklin Public Library. The project will consider extending central phone services from City Hall over to the four remote offices (Fire Station 2, Fire Station 3, DPW, and Sewer Water), which are running on local/stand-alone Toshiba PBX systems. This will require rerouting remote office DIDs over to the City Hall system, where central administration and support can be performed. Both on premise and cloud based PBX proposals will be considered.

Central Office Systems Corp (COSC) understands the requirements and will outline our suggested phone replacement option in the following paragraphs

### Location of Work:

The City of Franklin "campus" network consists of four main building that are interconnected with city owned OC1 fiber. TCP/IP routing exists between these offices using a hub and spoke architecture. Aruba 5600 XL core switches are used to interconnect to Aruba 2920 48 port switches to form a layer 3 network. There are four remote offices that are connected back to City Hall using site-to-site VPNs over Palo Alto firewalls. Currently Internet access is being provided by Spectrum services on coax, however, the City is undertaking a project to implement a private fiber WAN and connect to the State of Wisconsin WiscNet system for Internet access. This project is anticipated to be complete by the end of 2023.

COSC understands the location of work requirements

### Campus Network Interconnected with OC1 Fiber

- City Hall
  - Avaya Call Manager and Audix System
  - Incoming calls received from AT&T FlexReach - fiber
    - No SIP.
    - Signaling converted last 6 feet to T1.
  - HP 5400 XL Core switch - data center
    - Three IDFs - HP 2920 Switch Stacks - 2 switches per stack
      - QoS Enabled
      - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
  - Internet Access
    - Dual Spectrum 1GB coax routers
    - Palo Alto 820 firewall - clustered
- Police Department
  - Avaya G60 Gateway (read only mode)
    - Configuration and voicemail received from City Hall Call Manager & Audix
    - Incoming calls received from AT&T FlexReach - fiber
      - No SIP
      - Signaling converted last 6 feet to T1
  - HP 5400 XL Core switch - data center
    - One IDF - HP 2920 Switch Stack - 4 switches
      - QoS Enabled

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

- PoE + Enabled
    - VLAN Segmentation Enabled
    - 1GB edge ports /w 10GB uplink ports
  - Internet Access
    - Single Spectrum 1GB coax router
    - Palo Alto 820 firewall - clustered
- Public Library
  - Avaya G60 Gateway (read only mode)
    - Configuration and voicemail received from City Hall Call Manager & Audix
    - Analog port for 911 external access - unique caller ID for building
  - One IDF - HP 2920 Switch Stack - 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - Provided by Milwaukee County Library System on WiscNet
- Fire Station 1
  - One IDF - HP 2920 Switch Stack - 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - Routed and provided by City Hall

**Remote Offices** Interconnected to City Hall over site-to-site VPN:

- Fire Station 2
  - Toshiba PBX
    - Centex trunk lines
    - Analog lines
  - One IDF - HP 2920 Switch Stack - 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 200MB Spectrum coax Internet
      - Palo Alto 220 Firewall
- Fire Station 3
  - Toshiba PBX - 2 switches
    - Centex trunk lines
    - Analog lines
  - One IDF - HP 2920 Switch Stack
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 200MB Spectrum coax Internet
      - Palo Alto 220 Firewall
- DPW
  - No PBX
    - 10 Avaya 9611G phones deployed with switching performed at City Hall
  - One IDF - HP 2920 Switch Stack - 2 switches

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

- QoS Enabled
- PoE + Enabled
  - VLAN Segmentation Enabled
  - 1GB edge ports /w 10GB uplink ports
- Internet Access
  - 200MB Spectrum coax Internet
  - Palo Alto 220 Firewall
- Sewer & Water Utility
  - Northern Bell PBX with AT&T phones
    - Centrex trunk lines
    - Analog Lines
  - One IDF - HP 2920 Switch Stack - 2 switches
    - QoS Enabled
    - PoE + Enabled
      - VLAN Segmentation Enabled
      - 1GB edge ports /w 10GB uplink ports
    - Internet Access
      - 400MB Spectrum coax Internet
      - Palo Alto 220 Firewall

Note: Aruba 2920 switches are 802.3AT POE+ compliant. The maximum wattage of each unit is either 475 Watts (24-port) or 487 Watts (48-port)

COSC understands the requirements for the campus locations and for the remote locations

### Current Telephony Environment:

Below is a listing of all telephony and communications equipment currently in use.

#### City Campus

- City Hall
  - Avaya Call Manager
    - Audix Voicemail via Avaya Messenger
    - Vendor derivative of VMWare on dedicated server/appliance
    - Two 8-slot cabinets
    - Line Cards
      - 3 TN746B Analog card
      - 7 TN2181 Digital cards
      - 2 TN224B Digital card
      - 2 TN464 DS1 Signaling card
      - 2 TN2313 IP Server Interface
      - 1TN744 Call Classifier
      - 2 TN799 Control LAN Interface
      - 1 TN2302 Media Processor
      - 1 TN2602 Media Processor
      -
  - AT&T FlexReach
    - Cienna Router
    - Switch
  - Fax Machine & Copiers
  - Phones

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

- Police Department
  - Avaya G650 Gateway
    - Line Cards:
      - 1 MM710 DS1 card
      - 1 MM711 ANA card
      - 3 MM717 DCP 24 Port Media Module
      - 3 MM716 Analog card
  - AT&T FlexReach
    - Cienna Router
    - Switch
  - Fax Machine & Copiers
  - Phones
- Public Library
  - Avaya G650 Gateway
    - Trunk received from City Hall
      - 1 MM711 ANA card
      - 1 MM717 DCP 24 Port Media Module
      - 1 MM716 Analog card
  - Fax Machines & Copiers
  - Phones
- Fire Station 1 (extension of City Hall via tie lines)
  - Fax Machines & Copiers
  - Phones

### Remote Offices

- Fire Station 2
  - Toshiba PBX
  - Fax Machines & Copiers
  - Phones
- Fire Station 3
  - Toshiba PBX
  - Fax Machines & Copiers
  - Phones
- DPW
  - Fax Machines & Copiers
  - VoIP Phones (communicates over IP site-to-site VPN tunnel)
- Sewer & Water
  - Northern Bell PBX
  - Fax Machines & Copiers
  - AT&T Phones

COSC understands the current telephony environment

### **Period of Performance**

Due to the connectivity between the Call Manager system and the Avaya Gateways, the conversion of the old system to the new must be performed in tandem within the three campus offices. Integration of the four remote offices that are using stand-alone phone systems can be performed at the same time as the campus network or performed at a slightly later date. Phones at the DPW are dependent upon the City Hall phone system, hence all phones in this office shall be migrated with the campus offices. It is anticipated that at least 30-60 days will be necessary to analyze all PBX configurations, routing, auto attendants, and interfaces to migrate these settings over to a new system. All phone and telephony services must be fully in place and operational by the end of October 31, 2023

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

Completion of all proposals and a quotation of equipment, cabling, installation, and post implementation services is due by April 28, 2023 at 5 00 pm. Incomplete proposals or documents that contains significant errors will be returned to the applicant prior to the submission deadline. No proposal will be considered after the application deadline. All proposals and materials are considered closed and confidential. Information contained within each proposal will not be shared or distributed with any other vendor or party.

COSC understands the Period of Performance requirements

### Project Deliverables:

**Hardware Deliverables** Solutions that use on-premise equipment will include a quotation of all necessary equipment, phones, cabling, cards, adapters, and interfaces for a full implementation of the platform Hardware delivery/shipments is intended to be multiple shipments with City Hall being the single receiving point The customer provided warehouse will be environmentally controlled and secured

COSC understands the Hardware Deliverables requirements

**Software Deliverables** - Solution's that use on-premise equipment will include all software and licensing necessary to fully implement the solution All software and license costs must be fully described within the quotations, and any annual licensing costs listed within services and support. Cloud based solutions that require software or licensing for integration with other services or third-party solution must also have these costs fully described within service and support.

COSC understands the Software Deliverables requirements Net2Phone is an OTT (Over the top) service provider Net2Phone provides voice service over the top of your existing internet infrastructure. The only necessary on-site equipment is desk phones, which are included in this proposal.

**Configuration of Solution for Current PBX Services** - The proposed solution will include the identification and duplication of the current Avaya Telephony Services configuration and system parameters The solution must allow for the definition and importation of the following services:

- Phone station ID (a.k a extension) assignments to an individual or department. This will include analog, digital, and VoIP station accounts
- Voicemail assignment to a station ID or dedicated virtual mailbox
  - Importation of existing voicemail is out of scope, as new voicemail accounts will be created and existing messages will not be carried over to the new system
- Department hunt groups, call routing, and call paths.
- System auto-attendants and associated menu options
  - Bulletin board attendants for non-interactive messages
  - After Hours system attendants and associated menu options
- Dedicated DID inbound call routing
- Inbound trunk line configuration
  - SIP is currently not being implemented
- EC500 replacement for call routing to employee cell phones
- Called ID
- 911 routing and associated caller ID
- Basic music on hold

These requirements are acknowledged and included in our proposal

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

**Logging and Call Tracing** The current Avaya system does not allow for call logging and tracing, with little to no aggregate statistics being provided on call quality, routing, or abandoned calls. A solution that provides call logging and statistical reports is desired but is not required as a project deliverable

COSC understands the desired requirement above

**Documentation** - The vendor will provide documentation to the solution's configuration, IP addressing, running services, and any associated accounts and passwords used by the system. Any software or licenses actively being used with the solution should be fully described within the documentation.

COSC understands the requirement to provide documentation for the above items

**De-installation of Existing Equipment:** - For on-premise systems, the vendor will de-install all equipment necessary for the completion of the SOW and the tasks defined within. De-installation is defined as:

- Disconnecting cables and power connections for the device
- Physically removing the individual device from its installed location, whether it is in a shelf or rack
- Equipment will be left on the customer premise in the vicinity of where it was installed previous. The customer will be responsible for the disposal of the old equipment, in the event a credit is not received for shipment of the old equipment back to the original manufacturer.

COSC understands the requirement and will provide de-installation of the existing equipment

**Overhead Paging** - Current overhead paging systems at the Fire Departments, Police Department, DPW, and Water utility are legacy and obsolete. It is recognized that a new third-party paging solution is needed that can be standardized across all offices. An integrated overhead paging solution should be included with the proposal along with associated costs, licenses, and potential cabling/connectivity.

COSC understands the requirement for overhead paging and can accommodate a connection to an analog based Overhead Paging system through the use of a SIP Paging Adapter

**Training** - The vendor will provide in person or video training courses that can be used by City of Franklin employees to learn the functions and features of the new phone system. It is expected that each employee will be engaged in 1-2 hours of phone system training. Five dedicated City of Franklin employees will be given extended training in the implementation and maintenance of station accounts, voicemail mailboxes, and basic administration. It is expected that 5-8 hours of basic administration training will be performed for the dedicated on-site system administrators.

COSC understands the requirement for training

### Post Implementation Deliverables:

Post implementation service and warranties should be included as part of the proposal and financial quotes, in addition to any extended maintenance costs. These may vary significantly based upon whether an on-premise or cloud-based system is implemented. Post implementation services must address

1. **Warranty Costs** Any equipment that is implemented must be maintained under vendor and extended warranties for the entire usage life of the equipment. Any equipment warranty that is provided initially by the manufacturer must be clearly identified. Warranty and support costs by the hardware manufacturer beyond the initial purchase must be identified as well.

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

COSC understands the post implementation deliverables requirement. Leased hardware has its own warranty structure baked into the cost. All equipment will be warrantied for the length of the agreement with COSC and Net2Phone, including any annual extensions of the agreement.

2. **Extended Configuration & Maintenance Support** The City of Franklin does not have a dedicated telecommunication/phone engineer on staff, hence the City is reliant upon consulting services to execute complex configuration tasks beyond basic add/moves/changes. A support and maintenance plan for anticipated configuration and troubleshooting of problems should be maintained. The support agreement should address:
  - SLA for problem reporting, resolution and escalation
  - SLA for configuration changes and administration
  - SLA and timeline (change window) for installation of recommended software updates
  - SLA and timeline for the installation of recommended security updates
    - Bi annual updates is strongly recommended
  - Remote access method for emergency support or system down conditions
  - System backup and configuration archiving methods

COSC understands the extended configuration and maintenance support requirements.

**Education & Training** Classes, coursework, and administration guides should be provided within the quoted costs. Based upon the type of system and service, the materials and training for local IT support may vary within the proposal.

COSC understands the post implementation deliverables requirement.

### Out of Scope Elements:

The replacement phone system at the Police Department will receive inbound local calls and then transfer the phone call to the Dispatch Vesta system. Today this goes out via eight dedicated analog ports. The new phone systems will not directly integrate with the Dispatch 911 or Vesta systems, which are considered out of scope for the project. Both Vesta and emergency 911 services at Police Dispatch are handled by dedicated vendors, and these systems are isolated and contained on a stub network that is not connected to the main network in any way.

COSC understands that the above items are out of scope.

### Application of Standards:

The vendor will adhere to all City of Franklin networking, telecommunication and security standards. For systems or services installed at the City of Franklin Police Department, all equipment and services must be fully in compliance with the Department of Justice Criminal Justice Information Systems standards (CJIS) version 5.9.

COSC understands the above requirements.

### Acceptance Criteria:

The vendor will provide a cut-over migration sheet that includes all incoming DID, hunt groups, and call paths that need to be fully tested post-implementation. The vendor will create a diagram of all station attendants and the associated call tree options used to activate an attendant or bulletin board. All recorded station attendants and associated voicemail accounts will be tested and confirmed to be fully operational post migration.

The vendor and the City of Franklin project team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW. The vendor will notify the City of Franklin project team.

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

that the project is officially complete by submitting to the customer a Project Sign-off Form, which should be completed and returned within five business days after receipt. If the project Sign-Off Completion Form indicates that there are any exceptions, the City of Franklin will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. The vendor will address any such non-conformances in a timely manner. The process for acceptance will be repeated until all non-conformance issues have been fully resolved or jointly addressed.

COSC understands the acceptance criteria

### Financing and Capital:

Funding of \$185,000 in capital is being provided to the project through ARPA grant funds. The project will replace the primary call manager system at City Hall, and the G450 remote gateways at the Franklin Library and Franklin Police Department. A total of 217 desktop phones are currently in use under the following models

#### City Hall

Avaya 6416D+	24
Avaya 6416D+M	3
Avaya 6424D+	1
Avaya 6424D+M	5
Avaya 7408D+	1
Avaya 8405D+	3
Avaya LCD	1
Avaya Polycom 2490	3
Lucent 8405D+	11
Lucent 8403	1
Lucent 8405B	1
Lucent 8405D	1
Lucent 8410D	3
Lucent 8434DX	10
Panasonic	1
<b>Total</b>	<b>69</b>

#### Police Department

2500	15
6210	13
6211	1
6408D+	20
6416D+	15
8403B	3
8405D+	7
8410D	2
<b>Total Count</b>	<b>76</b>

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

### Public Library

Avaya 2500	2
Avaya 6408D+	15
Avaya 6424D+M	1
Lucent 8405D+	5
Lucent 8410D+	1
<b>Total</b>	<b>24</b>

### Fire Station 1

Avaya 9611 VoIP	3
Lucent 8403	2
Lucent 8410D	4
Lucent 8434DX	4
<b>Total</b>	<b>13</b>

### Fire Station 2

AT&T Desk	2
AT&T Cordless	2
AT&T Wall	1
<b>Total</b>	<b>5</b>

### Fire Station 3

AT&T Desk	3
AT&T Cordless	2
AT&T Wall	2
<b>Total</b>	<b>7</b>

### DPW

Avaya 9611 VoIP	10
<b>Total</b>	<b>10</b>

### Sewer & Water Utility

AT&T SB67138	1
AT&T SB67148	1
AT&T Cordless	9
AT&T ML17928	2
<b>Total</b>	<b>13</b>

COSC understands the above requirements and our proposal includes comparable or better equipment

### Current Operational Costs

Avaya Warranty and Support contracts for 2022 totaled and operational expense of \$29,773.68. It is desired that maintenance and warranty support will be 30% to 40% of existing annual expenditures.

Plant cabling may need to be installed in lobbies and public areas, where a current digital/analog phone exists but there is no corresponding CAT6/5e network cabling.

## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

### Currently Monthly Carrier Charges:

- City Hall
  - AT&T FlexReach (46 channels @ 10 Mbps) - \$906.18
  - Engineering Analog/Fax - \$63.80
  - Clerks Analog/Fax \$63.80
- Police Department
  - AT&T FlexReach (23 @ 10 Mbps) - \$642.70
- Public Library
  - Inbound calls received by City Hall FlexReach router and transferred to G450 gateway over OC1 lines
  - Dedicated Analog 911 Line (outbound) \$123.42
- Fire Station 1
  - Inbound calls received by City Hall FlexReach router and transferred to G450 gateway over OC1 lines
- Fire Station 2
  - Incoming Analog/Centrex - \$74.17
- Fire Station 3
  - Incoming Analog/Centrex - \$74.17
- Sewer & Water Utility
  - Incoming Analog/Centrex - \$148.34
  - Cabinet Dialer (SCADA) - \$76.22

COSC understands the monthly recurring charges and the initial non recurring charges  
See Appendix B for the breakdown of Recurring and Non-Recurring Fees

### Special Requirements:

A dedicated remote access computer can be provided that is accessible via the Palo Alto Global Protect VPN client. The computer can be used to remotely analyze existing configurations and hardware, as well as setup and configure the new replacement system as well. A dedicated Active Directory user account will be created for the duration of the project engagement, which is then used for authentication of remote access. CJIS security requirements for remote access must be followed for the duration of the project and continued support.

COSC and Net2Phone understand the above requirements

2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

Submitted by:

Accepted by:

**Robert J. Stachowiak**

04/28/2023

Central Office Systems Authorized Signature

Date

Client Authorized Signature

Date

Print Name

Title

**APPENDIX A – Net2Phone Overview**



**Our Mission at net2phone is to drive business success through smarter conversations**

We know that voice is the lifeline of your business communications today, but your business needs more than just a dial tone. That's why at net2phone, we've integrated a full suite of tools to enable you to communicate in a variety of methods, both in and out of the office, or wherever your business takes you.

net2phone provides innovative and affordable cloud based telephony services through our flagship UCaaS, Hosted PBX, CCaaS and SIP Trunking solutions by combining advanced features, integrations and omnichannel capabilities with our industry leading hosted voice platform.

We're committed to supporting you day in and day out, right from the start. Our product experts, on-boarding specialists, and customer success teams will follow you every step of the way ensuring that you reap all the benefits our service has to offer. We also provide free training and ongoing technical support whenever and wherever you need it.

**A Global Leader in Business Communications**

**Who We Are**

- 1 net2phone offers innovative and affordable cloud based telephony services worldwide.

With an embedded Voice over IP experience at the core, 30+ years of on-going innovation, and an ever-expanding global presence, net2phone enables its partners to create and deliver value to customers in the US and worldwide.

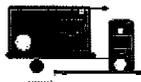
**What We Do**

- Hosted, SIP, Unified Communications, & Contact Center Solutions
- Voice, Video, Chat, SMS/MMS
- Web and Mobile Applications
- Nationwide and International Capabilities
- Simple & Friendly User Interface & Portals

Hosted PBX



Contact Center



SIP Trunking



**net2phone**

**2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN**

**APPENDIX B – Net2Phone PRICING**

<b>RECURRING CHARGES</b>					
<b>#</b>	<b>SKU</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	D-SIP-T33G_AC-R	Yealink SIP-T33G IP Phone (PoE) with Power Supply Rental	217	\$4 00	\$868.00
2	MR-LINE-FAX-PHY	net2phone Office Dedicated Fax Line (supports physical fax)	2	\$14.99	\$29.98
3	MR-CP-UNL	Call Path Channel: adds capacity for one (1) simultaneous call on the SIP trunk	45	\$19.99	\$899.55
4	MR-CPSEAT-UNL	Call Path Seat allows one (1) endpoint to communicate to the SIP trunk	217	\$6.00	\$1,302 00
5	EXP43	Expansion Module for T4xU version phones	45	\$4.75	\$213.75
6	IP6000-01	Polycom SoundStation IP 6000 Conference Phone + Power Supply - Display - Size (pixels): 248 x 68 (W x H) White LED backlight with custom intensity control. Room Coverage - 12 foot. Speaker Phone - Frequency 220-14,000 Hz. Volume Adjustable to 86 dB at 1/2 meter peak volume	3	\$35 25	\$105 75
7	HT802	HandyTone 802 (HT802) Analog Telephone Adaptor (HT802)	2	\$3 50	\$7 00
<b>*Total Monthly</b>				<b>Recurring Charges</b>	<b>\$3,426.03</b>

<b>*Total Monthly</b>	<b>Non-Recurring Charges</b>	<b>\$23,952.44</b>
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## 2023 PHONE SYSTEM REPLACEMENT PROJECT PROPOSAL FOR CITY OF FRANKLIN

### APPENDIX B – Net2Phone PRICING (Continued)

\*Totals shown do not include all applicable fees or taxes

\*All initial orders for less than five Hosted PBX seats or SIP Trunks are not authorized for discounting. If You initially order less than five Hosted PBX seats or SIP Trunks and subsequently add seats or SIP Trunks so that the total number of seats/SIP Trunks is greater than five, the rates set forth in initial order will not be eligible for re-pricing.

\*The list of per minute usage charges (billed in one minute increments) and SMS charges (billed per message) can be found at <https://myaccount.net2phoneoffice.com/rates>

This quote is subject to the terms and conditions found at <https://www.net2phone.com/terms-of-service>

This quote is also subject to a 36 month commitment.

To accept this quote please click the button below or enter the complete url below in your browser:

<https://partner.net2phoneoffice.com/api/presign.d604-3d0a?langCode=en>

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# Statement of Work

City of Franklin

**CISCO WEBEX CLOUD CALLING**

SOW Prepared By:

**Tom Ugoretz**  
Collaboration Engineering Manager  
Heartland Business Systems  
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[tugoretz@hbs.net](mailto:tugoretz@hbs.net)

**Greg Borchard**  
Solutions Consultant  
Heartland Business Systems  
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This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Franklin (hereinafter referred to as “COF” or “Customer”)

The objective of the Project is to migrate the Customer from on-premises Avaya telephony and Toshiba PBX solutions to the Cisco Webex Cloud Calling platform. This cloud-based solution will reduce annual maintenance and support concerns by eliminating equipment upgrades, patches, backup and disaster recovery workloads and cost for the COF. Cisco has been a leader in phone systems for decades and is a Leader in Gartner’s Magic Quadrant for the 8<sup>th</sup> year in a row in 2022. Cisco has the most robust feature list for COF to choose from and engineers for support are plentiful.

InformaCast from Singlewire will integrate with Cisco Webex Calling and be the mass notification system for emergency and daily communications like paging and alerts. InformaCast is also the leader in their market space.

HBS is a Gold Partner with Cisco and is providing our ColabGuard Support Plan for monthly support and maintenance. HBS is already providing ColabGuard support for COF surveillance equipment and we have over a dozen engineers available to provide support and many live locally.

## Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”)

### In Scope

- Discovery
  - Complete the network discovery and site readiness assessment
  - Complete an inventory of users, extensions, and features to verify information from SOW Request

- Document call flows and user workflows
- Deliver a detailed deployment design and schedule based on discoveries
- Run Site Readiness Script at all locations for QA validation
- Review and document phone numbers for porting to Webex Calling
- Webex Calling Implementation
  - Verify hardware inventory.
    - (136) New Cisco 8811 IP Phones
    - (25) New Cisco 8841 IP Phones
    - (10) New Cisco 8851 IP Phones
    - (10) New Cisco Key Expansion Modules
    - (4) New Cisco 7832 IP Conference Phones
    - (5) Cisco 8832 IP Conference Phones
    - (5) Cisco Wired Microphones for Cisco 8832 IP Conference Phones
    - (2) New Cisco 6823 IP DECT Bundles with Cradle and Base
    - (7) New Cisco 6923 IP DECT Handsets with Cradle
    - (3) New AudioCodes MP124 Analog Gateways
    - (2) New AudioCodes MP112 Analog Gateways
  - Webex Calling Implementation
    - Provision Webex Calling Admin Hub Site
    - Complete Active Directory and Calendaring
    - Configure Site Features
      - Configure up to (10) Locations
        - Phone Numbers and E911 locations
        - Site policies
    - Import End Users



- Configure licensing for Calling
- Configure User Features
- Configure voicemail to email
- Configure up to (10) Automated Attendants
- Configure up to (10) Call Queues and Hunt Groups
- Validate firewall rules for traversal
- Validate that SIP Inspection has been disabled
- Physically install and register phones in the customer defined locations
- Analog Hardware Provisioning
  - Configure (2) new Audiocodes MP112 Analog Gateways
    - Configure cloud-connected license
    - Patch and Configure Analog Devices / Fax
  - Configure (3) new Audiocodes MP124 Analog Gateways
    - Configure cloud-connected license
    - Patch and Configure Analog Devices / Fax
    - Patch overhead paging interfaces
- **InformaCast Fusion Implementation for Mass Notification**
  - System Discovery and Verification
    - Gather deployment specifics from the existing paging system
    - Virtual Machine Placement and Addressing
    - Fusion Integration Method and Authentication
    - Notification Groups and Devices
    - Fusion Users and Device Notification Details
  - Application Installation Configuration
    - Install (1) On-Premises Appliance at the City Hall Location
      - Provision and Integrate Cloud Appliance
    - Install and configure (1) Paging Gateway at the Library Location
    - Install and configure (1) Paging Gateway at the Police Department Location
    - Install and configure (1) Paging Gateway at the DPW Location
    - Configure (1) Valcom Zone Controller at the Library Location
    - Configure (1) Valcom Zone Controller at the Police Department Location
    - Configure (1) Valcom Zone Controller at the DPW Location
    - At the (3) Fire Stations COF is utilizing Station Alerter (Phoenix G2) and we have been instructed that we could make a SIP connection to integrate paging (No additional hardware needed)
    - Verify Services and Connectivity
    - Configure distribution groups and messages
    - Configure Severe Weather Alerts
    - Configure REST API for RedSky notification relay
    - Configure Webex Calling integration and individual phone multicast listening addresses
  - System Cutover
    - Migrate/Port phone numbers to the Webex Calling Platform
    - Complete the inbound and outbound test plan



- Validate E911 locations and messaging
- System Decommissioning
  - Decommission and remove Avaya phone system hardware and desk phones and place in a customer defined location
- Training and Documentation
  - Provide end-user quick reference guides for meetings and calling.
  - Provide (2) 1-hour end-user training sessions (virtual or classroom)
  - Provide (1) 2-hour system administration training session (If more time is needed we can provide under flexblock for support)
  - Document all system components and call flows including:
    - Configuration
    - IP Addresses
    - Services
    - Security
    - Licenses
  - Documentation of all Singlewire applications, groups, and integrations
- Voicemail assignment to a station ID or dedicated virtual mailbox
  - Importation of existing voicemail is out of scope, as new voicemail accounts will be created, and existing messages will not be carried over to the new system.
- Department hunt groups, call routing, and call paths.
- System auto-attendants and associated menu options.
  - Bulletin board attendants for non-interactive messages
  - After Hours system attendants and associated menu options
- Dedicated DID inbound call routing
- Inbound trunk line configuration
  - SIP is currently not being implemented.
- EC500 replacement for call routing to employee cell phones
- Called ID
- 911 routing and associated caller-ID
- Basic music on hold
- Logging and Call Tracing
- Equipment and services conform to DOJ CJIS version 5.9

## Phone Services

The following items were called out in the SOW Request as required services. All of them are covered in the Cisco Cloud Webex Calling Solution. A complete list of features can be found in the Webex Calling Feature Matrix document included.

- Phone station ID (a.k.a. extension) assignments to an individual or department. This will include analog, digital, and VoIP station accounts

## Warranty

Phones carry a 90-day warranty. A Smartnet agreement can be purchased to extend this but is not normally done,

Other hardware provided is covered with a one-year Smartnet agreement that you can renew annually.



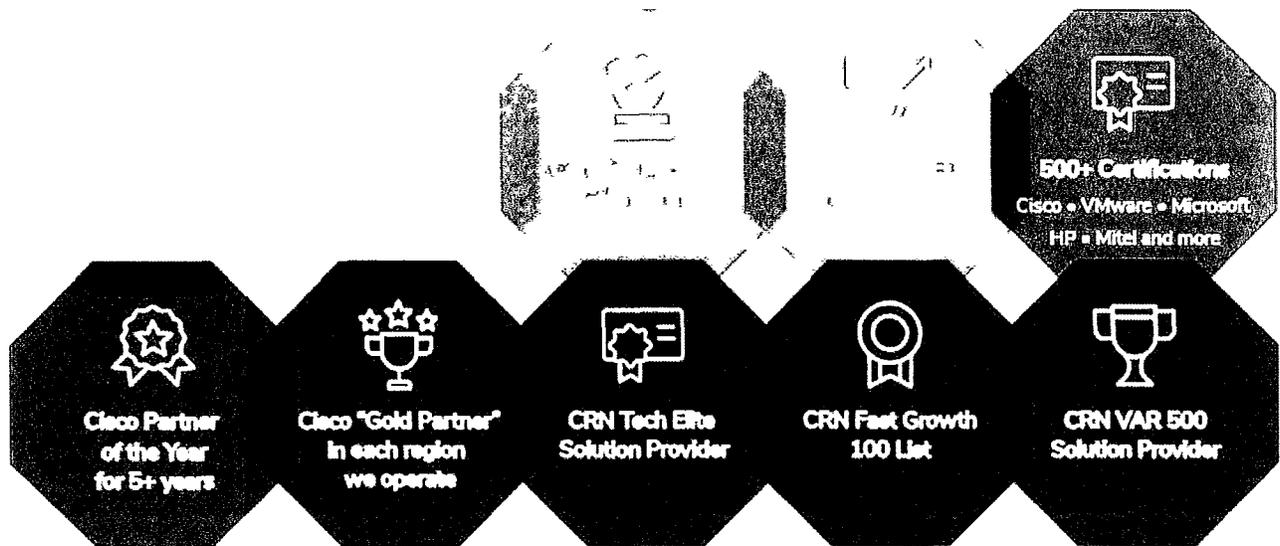
## Why HBS

### Heartland Business Systems Overview

Heartland has enjoyed significant growth for more than 30 years and currently employs over five hundred employees across Wisconsin (Office is Little Chute, Pewaukee, Madison, and Wausau), Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, and Arizona.) It is Heartland’s commitment to its our mission, “to implement hardware and software technologies that will improve the profitability of every customer we serve,” that is the cornerstone to its success

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization You need instant access to information to make the best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency, and profitability

### Industry Awards and Achievements



### Why Customers Choose Heartland

**Systems Integration** - Heartland has been doing systems integration, of all types and sizes, for 25+ years which continues to be the backbone of Heartland services

**Expertise** - Heartland's staff carry the top certifications in the industry and we pride ourselves on being the best at what we do Heartland continues to combine the best and brightest talent in the industry along with cutting edge technology.



**Depth & Breadth of Solutions and Services** - Heartland's ability to combine leading technology solutions and engineering consulting/services are unmatched in the industry. Heartland can be your one go-to partner for accomplishing your organization goals on the pathway to success.

**Lifecycle of Service Approach** - Heartland's partnership compliments your IT Team with everything needed to complete short- and long-term goals. We provide services that support our customers across all stages of their IT journey.

**We Deliver** - Quite simply we deliver the solutions we recommend on time and on budget.

### Services Available

Heartland Business Systems is a full-service start-to-finish partner. We have led our customers to cutting-edge technology to support the needs of all skill levels. Heartland will be able to meet the needs of the current scope of this SOW Request but also take you into the future (beyond hardware).

HBS would not be considered a partner if we were to implement a solution and walk away. We are interested in creating a partnership that will be there to support you on days 2, 3, 4 and beyond to ensure you are successful and that your investment is fully realized. We are here for the long haul and committed to giving the best experience in what we do. Our skillsets range from managed services to information security to the private, public and hybrid cloud.

Our team of highly skilled engineers provides quality service while you control IT costs and maintain your budget. The depth of our Engineering bench is second to none. Our team of 200+ engineers each bring their own industry experiences and knowledge to the task at hand. Our range of skillsets vary from a "jack of all trades" to the highest certification level in their respected field.

### Key Personnel Technical Experience & Certifications

Our Director of Collaboration is John Stafford, and he has over 25 years of experience in collaboration systems design and installation. There are 8 members on the Cisco Calling team with over 100 years of experience. All the necessary certifications and solid experience are in place to provide environments like yours with an outstanding design and successful project installation.

Following are more details about some of our team and their experience. A complete listing can be found on the included PPT. Tom Ugoretz is the Engineering Services Manager that is providing the quote and **Joe Murray would be a great engineer on your project since he is certified in both Avaya and Cisco!**



Collaboration Team

**Team Member**  
Since 2013



Abaxent LLC

HBS net

# John Stafford

## Director of Collaboration

### Industry Expertise

- Education
- Government
- Manufacturing
- Financial
- Healthcare
- Construction

### Education

- MBA
- BS - Information Technology Management
- Associate - CIT Network Specialist

### Certifications

- CCNP - Collaboration



[jstafford@hbs.net](mailto:jstafford@hbs.net)

### Overview

John has been enabling integration of the collaboration teams including physical security, audio/visual, notification, and collaboration. By driving the integration of systems our customers are achieving simpler and more consistent usage of communications and technology. In his past experience John has deployed tens of thousands of phones, voicemail accounts and hundreds of call centers and auto attendants.



Collaboration Team

**Team Member**  
Since 2015



Abaxent LLC

HBS net

# Tom Ugoretz

## Engineering Services Manager

### Industry Expertise

- Education
- Government
- Manufacturing
- Financial
- Healthcare
- Construction

### Education

- BS - Information Technology Management
- AS - CIT Network Specialist

### Certifications

- CCIE Collaboration #51603
- CCNP - Enterprise
- CCDP - Design



[tugoretz@hbs.net](mailto:tugoretz@hbs.net)

### Overview

Tom is passionate about leading his team and keeping them focused on delivering the best Collaboration solutions in the industry. He works extensively to ensure the products we deploy are integrated with adjacent customer solutions and deliver the best customer experience. Tom has 20+ years of collaboration experience with over 15 focused design and implementation of voice and video communication solutions.





Collaboration Team  
**Team Member**  
Since 2014

# Joe Murray

## Senior Collaboration Engineer



[jmurray@hbs.net](mailto:jmurray@hbs.net)

### Industry Expertise

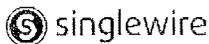
- Education
- Government
- Healthcare
- Commercial

### Overview

Joe spends his time supporting and advising customers in the Commercial, Education, Healthcare, and Government industries. He is a 20+ year veteran of I.T., having spent most of that at a top-rated healthcare system in the Iowa Quad-Cities region where he developed and lead the conversion of 40+ sites, 6 hospitals, and 5,000+ phones from various Nortel and AVAYA systems to Cisco Unified Communications Manager. He has been working with Cisco UC products for 12+ years, including Voice Mail, IM and Presence, Call Centers / Scripting, SIP, Voice Routers / Gateways, e911, and WebEX.

### Education

- Hamilton Technical College  
Bachelor of Science (BS),  
Electronics Engineering  
Technology



Abaxent LLC

HBS net

### Out of Scope

- Physical removal of existing phone system blocks, patch panels, and riser cables
- Network multicast configuration, testing, or remediation
- Installation of Soft Clients on end-user devices
- Installation & Troubleshooting 3rd party software
- Upgrade of any applications not listed above.
- Integration of Dispatch 911 or Vesta Systems
- Any work or material not specifically identified in this document is not included in this Agreement.

### Additional Requirements and Conditions

- Customer will provide times for outage windows during which the UC applications can be unavailable as the cutover takes place
- Customer will provide adequate network access and credentials required for the assessment of all components listed in the scope
- Customer will create an HBS email account within their organization for testing of voicemail and automated attendant functions.
- Customer will provide a completed Singlewire Scenario worksheet (1) week prior to the start of the onsite deployment



- Customer will create an HBS email account within their organization for testing of Singlewire Fusion cloud integration
- Customer acknowledges that the feature-set of the Webex Calling platform is not identical to the CUCM platform and differences in administration and end-user experience will be expected
- Customer will provide a Letter of Authorization (LOA) for Cisco Support Contracts
- Customer to provide remote access prior to and throughout the project
- Customer will provide enough space for installing the new equipment
- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process, as necessary.

## Customer Responsibilities

### *Site and System(s) Readiness*

The items listed below shall be the responsibility of the customer

- Provide a workspace with Internet access for HBS engineers
- Verify that a minimum of CAT5e network cabling is run to each phone location
- Provide user and extension and location lists for phone deployment
- Provide existing telco documents, resources, and list of business-owned inbound telephone numbers
- Participate in system and workflow discovery
- Provide an HBS email address within the Customer organization
- Provide a completed Singlewire Scenario worksheet (1) week prior to the start of the onsite deployment
- Provide room for staging
- Disposal of shipment packaging
- Disposal of replaced equipment
- Clean all network closets prior to shipment arrival
- Communication of outages
- Assistance with testing and validation
- Provide power strips and access to receptacles for staging
- Transportation of Equipment to the buildings
- Provide lifts and or ladders where applicable

### *Working Conditions and Access*

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.



- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

*Testing, Notification and Change Control*

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

## Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Network discovery and site readiness assessment
2	Inventory of users, extensions, and features
3	Documented call flows and user workflows
4	Deployment design and schedule
5	End-user quick reference guides for meetings and calling
6	Documentation of configurations, Call Attendants and Call Tree Options plus all Singlewire applications, groups, and integrations
7	Cut-over migration sheet (DID, hunt groups and call paths)
8	Fully implement and test the system as described above
9	Project Sign Off form when complete



## Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Franklin

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Franklin agrees to compensate HBS for providing the Deliverables as stated in the attached Quote

## Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have five (5) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order

## Terms

**Binding Agreement** This SOW describes the professional services and/or products, and results to be provided by HBS Upon execution, this SOW shall be contractually binding on the parties The HBS Standard Terms and Conditions are also made part of this Agreement.

**Order of Precedence** Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

**Work Hours.** All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing

**General.** No other promises have been made related to this SOW except for those stated in this SOW This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

**Confidentiality.** Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW

**WebEx Cloud Calling**

**Quote #303472 v3**

Prepared For  
**Franklin, City of**  
 James Matelski  
 9229 W Loomis Road  
 Franklin, WI 53132

Prepared By  
**Milwaukee Wisconsin Area Office**  
 Greg Borchard  
 N28 W23050 Roundy Drive Suite 200  
 Pewaukee WI 53072

Date Issued  
**10.03.2023**  
 Expires  
**10.31.2023**

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 E: JMatelski@franklinwi.gov

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 E: gborchard@hbs.net

Cisco IP Phones & Accessories		Price	Qty	Ext. Price
CP-8811-3PCC-K9=	Cisco 8811 IP Phone - Corded - Wall Mountable, Desktop - Charcoal - 5 x Total Line - VoIP - User Connect License, Unified Communications Manager - 2 x Network (RJ-45) - PoE Ports	\$191 84	136	\$26,090 24
CP-8841-3PCC-K9=	Cisco 8841 IP Phone - Corded - Wall Mountable, Desktop - Charcoal Gray - 5 x Total Line - VoIP - Unified Communications Manager, Unified Communications Manager Express, User Connect License - 2 x Network (RJ-45) - PoE Ports	\$207 53	25	\$5,188 25
CP-8851-3PCC-K9=	Cisco 8851 IP Phone - Corded/Cordless - Corded - Bluetooth - Desktop, Wall Mountable - Charcoal - 5 x Total Line - VoIP - User Connect License, Unified Communications Manager - 2 x Network (RJ-45) - PoE Ports	\$247 65	10	\$2,476 50
CP-8800-A-KEM-3PC=	Cisco 8800 SERIES KEM FOR AUDIO IP PHONES WITH MPP FIRMWARE	\$205 79	10	\$2,057 90
CP-7832-3PCC-K9=	Cisco 7832 IP Conference Station - Corded - Smoke - 1 x Total Line - VoIPNetwork (RJ-45) - PoE Ports	\$400 94	4	\$1,603 76
CP-8832-3PCC-K9	Cisco 8832 IP Conference Station - Corded - Charcoal Black, Charcoal Gray - VoIP - 1 x Network (RJ-45) - PoE Ports	\$692 92	5	\$3,464 60
CP-8832-MIC-WIRED=	Cisco Wired Microphone for 8832 Conference Phone	\$279 25	5	\$1,396 25
CP-6823-3PC-BUN-NA	Cisco IP DECT Phone Kit - Black	\$215 42	2	\$430 84
CP-6823-3PC-NA-K9=	CISCO IP DECT 6823 HANDSET CRADLE MPP NA PSU	\$116 24	7	\$813 68
			<b>Subtotal</b>	<b>\$43,522.02</b>

3 Year Flex Plan - Annual Billing		Price	Qty	Ext. Price
A-FLEX-NUCL-P	Cisco - Collaboration Flex Plan Webex Calling Professional - License - 1 Named User - Annual Billing Year 1 of 3 price \$17 356 50 Year 2 of 3 price \$17 356 50 Year 3 of 3 price \$17 356 50	\$99 75	174	\$17,356 50
A-FLEX-NUCL-E	Cisco - Webex Calling Enhanced Licenses - Annual Billing Year 1 of 3 price \$5,087 25 Year 2 of 3 price \$5,087 25 Year 3 of 3 price \$5 087 25	\$59 85	85	\$5,087 25

3 Year Flex Plan - Annual Billing		Price	Qty	Ext. Price
A-AUD-OCPL-NU	<b>Cisco - OCPL from the US - Unlimited for United States - Annual Billing</b> Year 1 of 3 price: \$8,628.60 Year 2 of 3 price: \$8,628.60 Year 3 of 3 price: \$8,628.60	\$43.80	259	\$11,344.20
Requested Start Date: 1-November-2023				
Requested For 36.00 Months				
From: 1-November-2023 to 31-October-2026				
Automatically Renews For 36 Months on: 1-November-2026				
<b>Annual Billing</b>				
			Subtotal	<b>\$33,787.95</b>

InformaCast		Price	Qty	Ext. Price
SS-CPF-2	<b>InformaCast - Software Provisioning</b>	\$750.00	1	\$750.00
SSF-3YR-USR-TIER 2	<b>InformaCast - Fusion UserBase up to 250 Users --- Term 3 Year(s)</b>	\$41.65	250	\$10,412.50
IPTA-IFS	<b>InformaCast - Fusion Server Appliance</b>	\$989.00	1	\$989.00
IPTA-PG-APL2	<b>InformaCast - Paging Gateway Hardware Appliance</b>	\$759.00	3	\$2,277.00
			Subtotal	<b>\$14,428.50</b>

Services - Fixed Fee		Price	Qty	Ext. Price
HBS-FF-LABOR	<b>Engineering/Consulting Labor</b> Includes Project Management and Travel	\$54,120.00	1	\$54,120.00
HBS-TRAVEL-EXPENSE	<b>Travel Expenses</b>	\$2,400.00	1	\$2,400.00
			Subtotal	<b>\$56,520.00</b>

### Non-Returnable/Non-Refundable Language

#### Cisco/Meraki Note:

Effective January 30, 2022, Cisco Meraki will be aligning to the Cisco Order Cancellation Policy. All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary	Amount
Cisco IP Phones & Accessories	\$43,522.02
3 Year Flex Plan - Annual Billing	\$33,787.95
InformaCast	\$14,428.50
Services - Fixed Fee	\$56,520.00
<b>Total:</b>	<b>\$148,258.47</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at

<http://www.hbs.net/standard-terms-and-conditions> which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018 v2.0 or later or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT 2021 v1.0

**Acceptance****Milwaukee Wisconsin Area Office****Franklin, City of**

Greg Borchard

\_\_\_\_\_  
Signature / Name

10/03/2023

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature / Name\_\_\_\_\_  
Initials\_\_\_\_\_  
Date



## City of Franklin CloudBlu - Avaya UCaaS

Quote #54453 V1

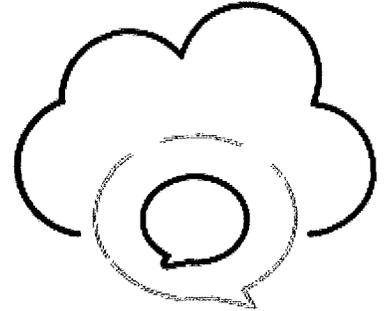
May 15, 2023

PREPARED FOR  
**City of Franklin**

PREPARED BY  
**Paul Carpenter**

New Era Technology  
neweratech.com

# Unified Communications as a Service (UCaaS)



With New Era Technology's Unified Communications as a Service, migrate to the cloud at your own pace while taking advantage of a full suite of applications that integrate seamlessly with the rest of your business

As technology evolves and systems change it can seem nearly impossible to keep up. Managing system updates and changes has become a cumbersome task as staff focus on other strategic organizational priorities such as customer experience and security.

Offset these challenges by getting the communication and collaboration capabilities your business needs with New Era's Unified Communications as a Service. New Era's UC certified team can handle the administrative tasks associated with maintaining a robust UC system. Your organization will experience the benefits of complete mobility, meetings, team collaboration, and customer contact capabilities on the devices your people use every day, from desktops to smartphones to tablets.

## Switch to the Cloud

- Streamline your business
- Flexible cloud terms
- Consumption based pricing

### Operational vs Capital Expense

- No large upfront costs
- Ability to pay month by month
- Predictable pricing makes forecasting easier to migrate to the cloud

### Flexibility: Shrink and grow based on seasonality or organizational requirements.

- Don't waste money on licenses that aren't being used
- Scale system as needed

### Hybrid Resiliency and Reliability Maximize uptime with flexible fail-over options

- Cloud to Cloud
- Premise to Cloud
- Cloud to Premise

### Investment Protection. Reuse analog, digital or third-party devices such as handsets or paging systems.

- Or leverage pure IP if that works best for you
- Gain a resilient and reliable system in a completely operational expense model

### Automated System Management. Focus on your strategic business driving projects.

- Hands-on installs, supports and manages the system

### Handles upgrade entitlements.

### No support black holes.

### One monthly cost.

- Proactive system management and monitoring

#### **Centralized Management. One intuitive interface.**

- The administrator views all users on a single site or across 150 locations
- Monitor potential issues that could affect system performance, including over utilized trunk lines, voice ports, and bandwidth utilization

#### **Security: Protect your business with built-in, always-on security.**

- Seamless upgrades help maintain your system with the latest security patches to help prevent hacking

#### **Built-in Applications.**

- Web Collaboration, document sharing, white boarding, full participant controls, and a common user interface
- Audio Conference Bridge
- Team Messaging and Presence
- Mobility Client
- Geo-Tracking
- Soft Phones
- Recording

#### **Enhanced client and devices support:**

- Feature rich and consistent user experience across desktop (Windows and Mac) and mobile (Android and iOS) devices
- Optional integrated HD camera, wide band audio, hands free speaker, cordless (Bluetooth) or wired handset and analog or Bluetooth connected headsets

#### **Integration Capabilities:**

- Google
- Office 365
- Skype for Business
- Salesforce.com
- Strong DevConnect community
- Simple integration with third party platforms

#### **Integrated Contact Center Experience. Seamless customer engagement experience.**

- Start with simple recording, reporting, and call routing for your agents
- Grow engagement experience with customers
  - Voice
  - Chat
  - Email
  - SMS
  - Fax
  - Outbound Campaigns

#### **Add-on Features**

##### **Immediate Real-time Notification of Emergency 911 Calls or Misuse**

- Receive notifications to your desktop, computer, extension, email, SMS, team rooms, or mobile app
- Exact location of the phone from which the call was made may be configured for every station and delivered to email
- Activity is logged and documented for future verification and analysis

##### **Secure Cloud-based Management of Your Communication Ecosystem**

Remote host a variety of diagnostic management reports for your organization. Data is transmitted to a centralized host and processed on a secured server for immediate access anywhere, anytime.

- Full control of data collection, processing and real-time access to reports
- 24/7 emergency pager support for critical issues

	Telephony User Basic	Telephony Lite User Essential	UC User Power
Broad Endpoint Selection (IP Digital, Analog, IP 3rd party DECT/Wireless)	✓	✓	✓
Digital Endpoint	✓	✓	✓
Analog Endpoint	✓	✓	✓
Basic Telephony Features (make receive hold transfer, voicemail park/page)	✓	✓	✓
Secure Remote Worker	✓	✓	✓
Call Recording	✓	✓	✓
Ad-hoc Meet-Me conferencing	✓	✓	✓
Soft client Standalone Equinox		✓	✓
Advanced Telephony Features (UMS, video calling, Instant Messaging and Presence, Shared Control Simultaneous mode)			✓
Mobile Endpoints (Including VoIP)			✓
Scheduled audio conferencing			✓
Web Collaboration			✓
Web Application Integration (SFDC Google O365 web-page)			✓

Delivering New Era Technology SIP service including [100,000] minutes/monthly See below for details

<b>Contract Term:</b>	Three (3) Years
<b>Contract Start Date:</b>	TBD
<b>Contract End Date:</b>	

Includes [100,000] minutes/monthly

Includes [217] Direct Inward Dials (DIDs)

Includes [1] Toll Free Numbers

Includes [20] e911 Registration

includes (163 )Avaya IP Phone J139

includes (54) Avaya IP Phone J179

includes (7) Avaya J100 Expansion Modules

(8) Locations

City Hall = 69

Police Dept = 76

Public Library = 24

Fire Station 1 =13

Fire Station 2 =5

Fire Station 3 =7

DPW=10

Sewer and Water Utility =13

Total =217 Phones

Provisions are included for Gateway and Analog 911 outbound services at each location if necessary

**Inclusions:**

**Exclusions:**

Additional taxes and fees such as the Federal Universal Service Recovery Fee, E911 Service Fee, Compliance and Administrative Cost Recovery Fee, 911 Fee, and State and Local Taxes, may apply

Excludes international service, inbound toll free calls, directory service calls, pay-per-call services, and SMS text messaging Normal rates will apply

**Assumptions/Notes:**

SIP services may be delivered over a customer-provided Internet service or private circuit Proposal assumes services are in place and that Customer will maintain suitable service for the duration of the contract Pricing for these services can be provided upon request

**Caveat**

- Paging System can be quoted ,once speakers and horn are determined at each location
- POE Switches will need to in place at time of cut-overs and capable of LLDP functionality to work with Data and Voice VLANS
- Faxing is not included in this proposal ,but can be quoted at a later time
- Cabling is not included in this proposal

<b>NEWERACBLU1</b>	<b>NEWERAC NewEra Cloud Blu Monthly Offer BLU1</b>	<b>1</b>	<b>\$2,694.10</b>	<b>\$2,694.10</b>
New Era Cloud Blu Monthly Offer including (100,000) Minutes /Month ,(30) UC Users ,(180) Basic Users 7 Receptionists,(217) DID 's , (20) E911 Number and Firewall's for Secure site to site Cloud connection				

Monthly Subtotal

\* Contains Optional Items

347179	347179 <b>Avaya IP Phone J139-3 Year DFPP</b>	163	\$4 04	\$658 52
347181	347181 <b>Avaya IP Phone J179 - Top Seller-3 Year DFPP</b>	54	\$7 66	\$413 64
351744	351744 <b>Avaya J100 Expansion Module (J179 &amp; J189)-3 Year DFPP</b>	7	\$5 30	\$37 10

**\$1,109.26**

700513916	Avaya IP Phone J139	163	\$124 08	\$20,225 04
700513569	J179 IP PHONE	54	\$263 20	\$14 212 80
700514337	Avaya J100 Expansion	7	\$184 12	\$1 288 84
700504032	Gateways & Cards-IP Office Media Card Voice (VCM) Coding Module 64 V2	2	\$207 55	\$415 10
700504556	Gateways & Cards-IP Office IP500 V2 Combo Card ATM V2	8	\$427 06	\$3 416 48

700479710	Gateways & Cards-IP OFFICE IP500 V2 SYSTEM SD CARD MU LAW	8	\$29 89	\$239 12
700504031	Gateways & Cards IP Office Media Card Voice (VCM) Coding Module 32 V2	6	\$113 93	\$683 58
700429202	Recommended Hardware-Rack Tray/Brackets cable guide & fixings to install IPO 500 BASE UNITS into	8	\$35 53	\$284 24
700514867	Servers-IPO IP500 V2 CNTRL UNIT	8	\$385 21	\$3,081 68
PATCHCABLE 7'	7' CAT6 PATCHCABLE	230	\$6 47	\$1,488 10

**\$45,334.98**

<b>ProServ1</b>	<b>Professional Services -UC Programming, Installation and Project Management</b>	<b>1</b>	<b>\$72,800.00</b>	<b>\$72,800.00</b>
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**\$72,800.00**

## Terms and Conditions

- 1 **Coverage for New Era Technology Cloud Solution.** The New Era Technology Cloud Solution Proposal ("Proposal") and any Attachments thereto, together with these General Terms and Conditions, shall constitute the entire Agreement between New Era Technology ("New Era") and Customer for the Products and Services more specifically described in the Proposal (hereinafter "the Agreement") Any amendment to or modification of the Proposal and these General Terms and Conditions must be in writing and executed by an authorized representative of each party The Agreement shall become effective when signed by the Customer and accepted by New Era
- 2 **Definitions:** "Services" means provisioning of Voice Services, Internet Access (including Shared Bandwidth and Dedicated Lines) IP Addressing Email VPNs Firewalls Hosting Server Collocation Hardware Sales and all related Support Services as may be provided by New Era from time to time "Software" means any Computer Programs or Code, Software Applications and any other software provided by New Era to Customer pursuant to the Agreement
- 3 **Orders.** New Era s acceptance of this Agreement is subject to credit approval and remittance of an advance payment. If Customer is unable or unwilling to accept product delivery on the mutually agreed upon delivery date or within thirty (30) days thereafter product prices and/or service charges may change An additional deposit may be required to hold equipment until Customer is ready to install
- 4 **Access:** Customer agrees, at its sole expense to provide the proper environment and electrical and communications connections for the Products in accordance with manufacturer specifications Customer or Customer's landlord agrees to provide New Era with access to the building communications room(s) and roof areas as necessary to install maintain repair and remove equipment and to deliver the Services If Customer is unable to provide access as provided herein New Era shall at its option (a) declare the full amount for the entire term due and payable immediately or (b) elect to terminate this Agreement
- 5 **Required Equipment.** Customer understands and agrees that the Services require certain equipment Customer-provided such as a SIP Aware Access Device Personal Computer Ethernet Card and an appropriate Operating System ("Customer Equipment"), as well as certain equipment provided by New Era such as Software an Edge Access Device, an IP Phone or Media Converter ( New Era Equipment") Customer represents that it owns Customer Equipment or otherwise has the right to use such equipment in connection with the Services
- 6 **Ownership of Equipment.** All New Era Equipment and Software shall at all times remain the property of New Era or its designee, unless purchased from New Era at the time of installation or leased with a buy-out at the end of the term Customer may not sell transfer, lease encumber or assign all or part of the New Era Equipment or Software, nor shall Customer relocate the New Era Equipment outside the Premises Customer shall pay to New Era the

full manufacturer's suggested retail price for the replacement of any lost stolen unreturned damaged sold transferred, leased encumbered or assigned New Era Equipment or part thereof together with any incidental costs incurred by New Era relating to the replacement of the New Era Equipment. Customer hereby authorizes New Era to charge Customer's Visa MasterCard or other credit card on file with New Era for any such charges. New Era may, at its option, install new or reconditioned equipment.

- 7 **Non-recommended Configuration:** New Era has informed Customer of the recommended minimum computer hardware requirements, if any (Minimum Requirements) for properly and efficiently operating the Service. If Customer utilizes hardware that does not meet the Minimum Requirements (i.e., a Non-recommended Configuration), Customer agrees that it shall not be entitled to support relating to any issues other than the quality of the signal delivered to Customer's IP Phone or Media Converter. NEW ERA DOES NOT REPRESENT OR WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE CUSTOMER TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICE OR THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA. NEW ERA DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO INSTALL, ACCESS OR USE THE SERVICE.
- 8 **Software:** If Software is provided by New Era, New Era grants to Customer a limited, non-exclusive license to use the Software in object code form only, solely for the purpose of connecting Customer's computer(s) or, if applicable, Customer's SIP Aware Device to the Service. This license will permit such use by Customer and any person authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license will commence upon New Era's acceptance of Customer's subscription for the Service and will terminate immediately upon the expiration or termination of this Agreement for any reason. Customer will destroy all Software and any related written material, together with any copies, promptly upon the expiration or termination of this Agreement for any reason. Customer may make a single copy of the Software solely for back-up purposes. Any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software are prohibited.
- 9 **End User Licenses:** Customer agrees to comply with the terms and conditions of all End User License Agreements and any software or plug-ins to such software distributed in connection with the Service. All End User Licenses shall immediately terminate on the date that the Service expires or is otherwise terminated.
- 10 **Installation:** New Era will provide and install the New Era equipment within Customer's premises. Customer understands that, as part of the installation process, system files on Customer's computer(s) may be modified. CUSTOMER UNDERSTANDS THAT SUCH MODIFICATIONS MAY DISRUPT THE NORMAL OPERATIONS OF CUSTOMER'S COMPUTER. For these and other reasons, New Era recommends and Customer agrees, that Customer will back-up all files in accordance with Section 12 below prior to installation of the Service. NEW ERA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM THE ABOVE OR OTHER FILE MODIFICATIONS.
- 11 **Back-up Requirements:** Customer understands that the installation, use, inspection, alteration, maintenance, repair or removal of the New Era Equipment and Software may result in service outage or potential damage to Customer's Equipment. Customer understands that it is required to back-up all existing computer files by copying them to another storage medium and accepts the risks of not making such a backup.
- 12 **Customer's Hardware and Software:** Customer acknowledges that the opening of Customer's computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. If for any reason the installation and provisioning of the Services requires New Era to open a Customer-provided computer, and Customer consents to the opening of the computer, Customer agrees that New Era shall have no liability whatsoever should any such warranties be voided as a result of doing so. EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF NEW ERA, NEW ERA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE, FILES OR DATA.
- 13 **Installation Charge and Security Deposit:** The charge for Installation shall be as stated in the Proposal and shall be due and payable prior to installation. Charges for Advanced Installation are detailed in the Proposal. If applicable, an equipment deposit for New Era Equipment to be used on the Customer Premises shall be as stated in the Proposal and shall be due prior to installation and shall be refunded to Customer upon termination of service, provided that the New Era Equipment is returned in good working condition.
- 14 **Terms of Payment:** Customer agrees to the term specified in the Proposal. Monthly Recurring Charges ("MRC") shall be payable monthly, in advance of the upcoming month, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees for the term of service in accordance with the Proposal. If commencement of Services occurs on any day other than the first calendar day of the month, then the MRC will be pro-rated by the number of calendar days remaining in the month. Subsequent terms of this agreement will auto-renew for the original term unless Customer has provided, and New Era has received, written notice at least sixty (60) days prior to expiration. All Service is based on full monthly charges, which means that if service is terminated, Customer is responsible for each monthly term in its entirety to the end of the then-current term, and Customer is subject to a termination fee. Any payments that are overdue by 15 days or longer may be subject to termination of service. A re-activation fee will also apply. Late payment charges will be computed at the rate of one and one-half percent (1.5%) per month of the overdue amount or the maximum lawful amount, whichever is less. Customer will be liable for all costs to collect any past due amounts, including collection agency and/or attorney fees. Customer agrees to pay all applicable local, state and federal taxes, however designated, unless Customer provides New Era with a valid Certificate of Exemption. Customer is liable for any and all calls placed on the New Era system above the included monthly minutes as well as any International Calls, E911 calls, 411 Directory Calls and any 800 calls.
- 15 **Additional Charges:** The Service may allow Customer to access the Internet, on-line services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by New Era. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer.
- 16 **Agreement to Pay:** Monthly payments and any other amounts due to New Era may be charged to Customer's Visa, MasterCard, American Express or

other credit card on file with New Era and/or electronically debited to Customer's bank account, at Customer's option. Customer agrees to pay all monthly Service Fees, Usage Fees, the Installation Charge and if applicable the Equipment Deposit. Customer hereby authorizes New Era to charge Customer's Visa, MasterCard or other credit card and/or to electronically debit Customer's bank account for all such fees, charges, taxes and payment transaction processing costs.

- 17 **Late Payments/Failure to Pay:** If any payment due to New Era is not received within ten (10) days of due date, an administrative charge of twenty-five dollars (\$25.00) may be assessed and the Service may be discontinued. If the Service is discontinued, Customer will be required to pay a reconnect fee of one hundred dollars (\$100.00) in addition to all past due amounts before the Service is reconnected. The administrative charge is intended to be a reasonable advance estimate of New Era's costs resulting from Customer's late payments and non-payments and is set in advance due to the difficulty inherent in determining the costs associated with any particular late payment or non-payment. New Era does not anticipate that Customer will fail to make payments on a timely basis. New Era does not extend credit to its Customers and the administrative charge is not interest, a credit service charge, nor a finance charge. In the event New Era, at its sole discretion, elects to use the services of a third-party collection agency, the costs of such third-party collection agent shall be paid by the Customer.
- 18 **Cancellation/Termination Fees:** If Customer cancels the whole or any portion of the order after an Agreement is signed and prior to delivery and/or installation, Customer will be subject to a fee equal to 25% of the purchase price plus any applicable shipping charges. Orders cannot be returned once they have been delivered and installed. Special orders are non-refundable. Cancellation of the term agreement are subject to termination fees equal to the total sum for the remainder of the months left on the Agreement. New Era reserves the right to void the Customer Warranty.
- 19 **Prohibited Uses:** Customer shall not use the Service or the New Era Equipment, directly or indirectly, in any way:
- a for any unlawful purposes; use of the Service for transmission or storage of any information, data or material in violation of any United States federal, state or local regulation or law is prohibited; such limitation shall include, without limitation, posting or disseminating content which is obscene, unlawful, threatening, defamatory, abusive, harassing or infringes upon the intellectual property rights of any third party;
  - b to post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;
  - c to access any other person's computer, software or data without the knowledge and consent of such person;
  - d to upload, post, publish, transmit, reproduce, create derivative works of or distribute in any way information, software or other material obtained through the Service which is protected by copyright or other proprietary rights without obtaining permission from the owner(s);
  - e to copy, distribute or sublicense any software provided by New Era, except that Customer may make one copy of each software program for back-up purposes only;
  - f to service, alter, modify or tamper with the New Era Equipment or Service or permit any other person to do the same unless such person is authorized by New Era to do so;
  - g to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
  - h to knowingly disrupt the Service;
  - i to resell the Service or otherwise charge others to use the Service; the Service is for personal use only and Customer agrees not to use the Service for operation as an Internet service provider or for any other New Era enterprise in competition with the Service;
  - j to connect the SIP Aware Access Device or Media Converter to any computer outside of Customer's Premises;
  - k to allow or provide access to adult content material to anyone under the age of 18 years.
- 20 **Usage & Abuse:** Each SIP/User license includes 1500 minutes that are pooled. Any overage will be billed at \$0.25 per minute. Minutes are not to be used for a dialer/Call Center unless approved by New Era. If minutes are abused, New Era reserves the right to terminate agreement.
- 21 **Multiple Users:** Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Services and/or New Era Equipment through Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Service and/or the New Era Equipment by Customer or any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment. No third-party owner or manager of Customer's building or land is a party to this Agreement. Thus, no such owner or manager shall be responsible for, nor shall be liable for, the quality of the Service or NEW ERA Equipment. New Era reserves the right to immediately terminate this Agreement and the Service, in its sole discretion, if Customer engages in any of the activities listed in Section 19 above or if Customer uses the Service or New Era Equipment contrary to any other New Era policy. Customer agrees to indemnify, defend and hold New Era harmless against all claims and expenses (including reasonable attorneys' fees) resulting from Customer's use of the Services, including, without limitation, the activities listed in Section 19 above or from any other violation of New Era policies by Customer. This provision shall survive the Termination of the Agreement.
- 22 **Local Exchange Company/Common Carrier:** Where agreed upon, New Era will act on Customer's behalf in coordinating, which includes adding or terminating circuits or porting numbers, with Customer's carrier/provider. New Era will not be held liable for any of the following issues, among others, resulting from Customer's carrier/provider: (a) delays in delivery; (b) non-functioning Internet/circuits/trunks; (c) improperly provisioned Internet/circuits/trunks; or (d) any orders that have not been installed correctly. Additional technician labor charges may be incurred if further involvement is required of New Era, whether responding on site or remotely. BUSINESS GRADE INTERNET IS REQUIRED WITH MULTIPLE STATIC IP ADDRESSES.
- 23 **First Year Warranty:** The Warranty Period will commence in accordance with manufacturer warranty commencement dates and refers to new equipment only. All wiring installed by New Era will be covered for a period of one year from installation unless otherwise specified. New Era, its authorized agents or the manufacturer's representative shall respond to system failures, either on site or remotely, within twenty-four (24) hours of notification Monday through Friday (excluding Holidays) for minor service requests and within four (4) hours of notification, twenty-four (24) hours a

day seven (7) days a week for emergency service calls

a "Minor" service requests are defined as failure due to normal use

b "Emergency" service requests also known as major or critical service requests are defined as a system failure resulting in the customer's inability to receive all incoming calls or make all outgoing calls or make all station to station calls or Voice Mail failure. All other outages will be considered "Minor"

c "Respond" means to begin to take action to resolve to problem including but not limited to oral discussion of the problem with the customer

- 24 **Warranty Exclusions:** Warranties will not extend to exposure of the equipment to Customer environmental conditions including temperature extremes or exposure to weather or other conditions for which the equipment was not designed as specified by the manufacturer. Customer's environmental conditions must be maintained in accordance with the manufacturer's equipment room specifications. Warranties will not extend to old wiring and surge protectors nor do warranties provide reimbursement for damage due to Customer's moving of equipment
- 25 **Toll Fraud:** New Era does not warrant that products or Services will prevent toll fraud. It is the sole responsibility of Customer to take all necessary precautions
- 26 **Warranty Termination:** This warranty will be subject to termination if (1) anyone other than New Era, its authorized agents, or the manufacturer performs service maintenance or additions to the system covered by this Agreement without prior written approval from New Era or (2) Customer fails to make payments in accordance with the terms of this Agreement
- 27 **Exclusive Remedy:** Customer's exclusive remedy for breach of the foregoing warranties and provisions within this contract, and New Era's sole liability in the event of such breach, shall be the repair or replacement of equipment, at New Era's option and in accordance with the terms and conditions of New Era's warranty service policies and procedures
- 28 **Limitation of Liability:** UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE PROHIBITED BY LAW, NEITHER NEW ERA ITS OFFICERS DIRECTORS, EMPLOYEES OR AGENTS NOR ANY OWNER OR MANAGER OF THE BUILDING OR LAND IN WHICH CUSTOMER'S PREMISES IS LOCATED SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR
- 1 ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST EARNINGS, LOSS OF OPPORTUNITIES OR LOSS OF RECORDS OR DATA RESULTING DIRECTLY OR INDIRECTLY OUT OF OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY CUSTOMER OR ANY OTHER USE OF THE NEW ERA EQUIPMENT OR SOFTWARE INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE OR NEW ERA EQUIPMENT OR SOFTWARE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SERVICE OR NEW ERA EQUIPMENT OR SOFTWARE REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL NEW ERA BE LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT IN EXCESS OF THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT OR THE LIMITS OF ANY APPLICABLE INSURANCE COVERAGE CARRIED BY SUCH PARTY
  - 2 ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE NEW ERA EQUIPMENT OR SOFTWARE OR SERVICE OR A THIRD PARTY INFRINGES UPON THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY
29. **Indemnification:**  
New Era and Customer shall indemnify, defend, save and hold harmless the other and its employees, owners, officers, directors, attorneys, contractors and agents from and against and pay or reimburse the other on a current basis for, any and all costs, liabilities, losses, liens or encumbrances for labor or materials expenses (including but not limited to reasonable attorneys fees, fees of experts, and court costs) claims, and causes of action (collectively referred to as "Losses") arising out of or in any way connected with or related to any personal injury to or death of any persons or damage to or loss of property, to the extent that such Losses occurred as a result of the negligence, default, or misconduct on the part of the other, its employees, subcontractors, agents or representatives during the performance of this Agreement
- 30 **Force Majeure.** If New Era's performance shall be adjusted or suspended by Customer or to the extent failure to perform is beyond New Era's control for reasons including without limitation, strike, work stoppages, riots, fire, water, flood, lightning, earthquake, government action, acts of God or public enemy, delays of suppliers, subcontractors, power company, local exchange company or other carrier, such delay or suspension of performance shall not constitute a default hereunder or give use to claims for damages against New Era and its performance until the delay or suspension of performance has ended
- 31 **Recruitment of Employees.** Customer agrees that New Era's employees are valuable assets and resources. Customer agrees that it shall not directly or indirectly solicit, hire, or contact any New Era employees for the purpose of employing them
- 32 **Notices:** All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by commercially established courier service upon delivery or if the courier attempted delivery on a normal New Era day and delivery was not accepted upon attempted delivery; (iii) by facsimile transmission when confirmed by facsimile

transmission or (iv) by certified or registered mail return receipt requested ten (10) calendar days after deposit in the mail Such notices shall be sent to the addresses set in the Proposal or such other address as a party hereto shall notify the other party of in writing

- 33 **911 and E911:** The Service does not provide for 911 or E911 access to emergency services in all locations 911 is not automatic Customer understands that it must take separate affirmative action to register the address where it uses the Service in order to activate the 911 dialing feature This should be done for each phone number Furthermore, it may not be possible for the local emergency authorities to locate the address and respond accordingly Customer has reviewed and signed the document entitled "Acknowledgements Regarding New Era VOIP Services and 911-Type Services" and understands and acknowledges the 911 limitations of the New Era VOIP Service and has informed its end-users of the 911 limitations of the New Era 911 Service and will obtain and retain end-users' acknowledgments of receiving and understanding this information
- 34 **Waiver, Amendment, Modification:** No term or provision hereof will be considered waived by either party and no breach excused by either party unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted The waiver by either party or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to or excuse of any other or subsequent breach by the other party This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing
- 35 **Enforceability of Provisions:** To the extent any provision or portion of this Agreement is determined to be invalid illegal or unenforceable, such provision or portion shall be severed or deleted from this Agreement or limited so as to give effect to the intention of the parties insofar as possible The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or this Agreement as a whole
- 36 **Assignment:** New Era may assign its rights and obligations under this Agreement to any party without the consent of Customer Customer may not assign or otherwise transfer its rights or obligations under this Agreement
- 37 **Controlling Law & Venue:** The validity, performance and interpretation of this Agreement will be governed and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts County of Suffolk without regard to its conflicts of law provisions The parties will voluntarily appear before and hereby consent and submit to the exclusive jurisdiction of the state and federal courts located in Suffolk County MA If any dispute litigation, or other action arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding in addition to any other relief it may be awarded
- 38 **Entire Agreement:** This Agreement, including the Proposal and attachments hereto constitutes the entire agreement between the parties regarding its subject matter This Agreement supersedes all prior proposals agreements or other communications between the parties oral or written regarding such subject matter No other representation, warranty term or condition other than as expressly set forth in this Agreement shall be binding on New Era

License(s)

MA License 7190-C

## INTRODUCTION

Pursuant to the Federal Communications Commission's VoIP E911 Order (W C Docket Nos 04-36 and 05-196, FCC 05-116, released June 3, 2005), TT 48-49, and Section 9 5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service "

Because NEW ERA is providing NEW ERA VoIP Services to you, we are obligated to make certain disclosures to you regarding 911 services, and to obtain and retain your acknowledgment of having received and understood these disclosures We request that, no later than five (5) days following the authorization of the Proposal and Agreement, you sign and return to us this acknowledgment that you understand the limits of the 911 capabilities of NEW ERA' VoIP services, and to acknowledge that you will inform you end-users of these limitations

“911-type services” means functionality that allows end-users to contact emergency services, including, without limitation, police, and fire and hospital medical services 911- type services may include Enhanced 911-type service

(“E911”), which has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information) Enhanced 911-type service is not immediately available in all areas and is subject to the capabilities of the local I PSAP

## **NEW ERA VOIP SERVICE**

NEW ERA VoIP service currently supports 911-type services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available, and you have chosen to activate it You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type services for each of your end-users and that such 911-type services are different in a number of important ways from traditional 911 service as set forth below

You acknowledge and understand that subject to the limitations set forth below, every end -user must provide an end- user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by NEW ERA

You acknowledge and understand that 911-type services will not be available to a particular end-user in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number, or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end-user location associated with such telephone number, or you fail to maintain and/or update end -user location information as required to enable that information to be registered in the local telephone company’s Automatic Location Information database NEW ERA E-911 service is not available on Softphones, Local Inbound numbers, or Virtual numbers

You acknowledge and understand that 911-type services will not be available to a particular end-user in the event of an outage, degradation or other disruption of electric power at the end-user location

You acknowledge and understand that 911-type services will not be available to a particular end-user in the event of an outage, degradation or other disruption of the end-user broadband Internet connection

You acknowledge and understand that 911-type services will not be available to a particular end-user in the event of a suspension of your account as a result of nonpayment or other breaches by you

NEW ERA VoIP Service does not support 911-type services in rate centers where these services are not available or if it is available and you have not chosen to activate it You acknowledge and understand that a call placed to 911 using Zero -1 Voice Services in these areas or if you have chosen not to activate it will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider, the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line, and such administrator may or may not to be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all, the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller’s location, the caller’s location information will not be displayed, and the callback number may or may not be displayed The caller needs to communicate their location and phone number to the individual answering the call

You acknowledge and understand all of the limitations and obligations set forth above for NEW ERA VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered

## **NEXT STEPS**

You should notify any end-user of the NEW ERA VoIP Services who may place calls of these 911 limitations

New Era appreciates in advance your support and compliance and we look forward to continuing to provide you with superior VoIP services. Please be advised, in the event that NEW ERA does not receive timely acknowledgment, NEW ERA may be required by the FCC to terminate or suspend the applicable VoIP services. If you have any questions, please contact us at 877-696-7720

In signing this proposal I hereby acknowledge that

- 1 My company understands the 911 limitations of NEW ERA VoIP service
- 2 My company will inform its end-users of the 911 limitations of the NEW ERA 911 Service, and will obtain and retain their acknowledgments of receiving and understanding this information
- 3 I have authority to make this acknowledgment on behalf of my company
- 4 I agree to all terms set forth in above Agreement, including the Acknowledgements Regarding New Era VOIP Services and 911-Type Services

**New Era Technology**

Paul Carpenter  
 GMT-6/Central Time US Canad  
 210 McClellan St  
 Wausau, Wisconsin 54403

4149082218  
 Paul.Carpenter@NewEraTech.com

**City of Franklin**

9229 W Loomis Road  
 Franklin, WI 53132  
 Jim Matelski  
 (414) 427-7645  
 jmatelski@franklinwi.gov

**Quote #: 054453**

Version 1  
 Delivery Date 05/15/2023  
 Expiration Date 06/13/2023

One-Time Bill of Materials #1	\$45,334.98
One Time Professional Services	\$72,800.00
<b>Total</b>	<b>\$118,134.98</b>

MRC Bill of Materials #1	\$2,694.10
<b>Monthly Total</b>	<b>\$2,694.10</b>

MRC Phones as a Service Optional	\$1,109.26
<b>Optional Subtotal</b>	<b>\$1,109.26</b>

<b>Recurring Terms</b>			
36 Months	36	Monthly	\$2,694.10
<b>One Time Payment</b>			
One Time Fees	1	One Time	\$118,134.98

<b>Recurring Terms: 36 Months</b>	
Selected Recurring Payment	\$2,694.10
<b>Total of Recurring Payments</b>	<b>\$96,987.60</b>

<b>One Time Payment: One Time Fees</b>	
<b>Total of Payments</b>	<b>\$118,134.98</b>

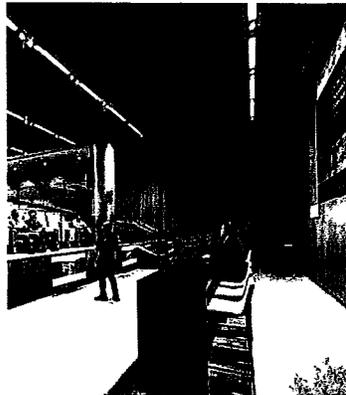
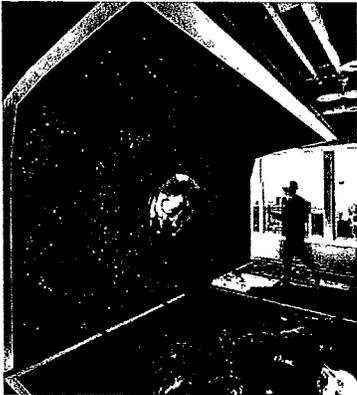
Signature \_\_\_\_\_  
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Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Purchase Order # \_\_\_\_\_

Proposal Prepared For:

**City of Franklin**

**James Matelski**



AVI-SPL LLC

[www.avispl.com](http://www.avispl.com)

**Prepared By:** Timothy Olson  
tim\_olson@avispl.com  
414-369 6448

**Proposal No:** 384942

**Date:** 09/15/2023

**Investment Summary - Proposal # 384942**

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**Terms and Conditions**

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located <https://avispl.com/terms-of-use/> and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

**Billing Terms**

**Payment terms are Net 30 Days from the date of invoice unless otherwise specified in the Proposal.**

Any support and maintenance services and remote managed services non-recurring charges outlined within this Proposal will be invoiced in full upon the earlier of customer’s issuance of a purchase order and customer’s signature below. Any on-site managed services and remote managed services monthly recurring charges outlined in this Proposal will be invoiced monthly. All fees and payments outlined in this Proposal are in US Dollars and all billing and payment shall be made in US Dollars.

**Link to AVI-SPL Terms and Conditions:** <https://avispl.com/terms-of-use/>

**Purchase orders should be addressed to AVI-SPL LLC**

**Coverage in the amount of \$117,512.40**

**\* any and all applicable taxes and shipping will be included upon invoicing**

**Buyer Acceptance**

Buyer Legal Entity \_\_\_\_\_  
Buyer Authorized Signature \_\_\_\_\_  
Buyer Authorized Signatory Name \_\_\_\_\_  
Buyer Authorized Signatory Title: \_\_\_\_\_  
Date \_\_\_\_\_



6301 Benjamin Road Suite 101  
 Tampa FL 33634  
 Tel 866-708-5034  
[www.avispl.com](http://www.avispl.com)

Prepared By Tim Olson  
 Date Prepared 9/15/2023  
 Proposal # 384942  
 Proposal Valid Until 11/13/2023

City Hall									
1	Poly Edge E500	9229 W Loomis Road Franklin WI 53132	25	POL220087855025	\$	212.31	\$	5,307.75	
2	Poly Edge E350	9229 W Loomis Road Franklin WI 53132	40	POL220087010025	\$	174.53	\$	6,981.20	
3	Poly Edge E Expansion Module	9229 W Loomis Road, Franklin WI 53132	9	POL220087020025	\$	175.47	\$	1,579.23	
4	Poly Trio 8800	9229 W Loomis Road, Franklin WI 53132	4	POL220066070001	\$	524.91	\$	2,099.64	
5	Poly Trio C60	9229 W Loomis Road, Franklin WI 53132	3	POL220086240025	\$	737.98	\$	2,213.94	
6	Poly Trio C60 Expansion Mic	9229 W Loomis Road, Franklin WI 53132	3	POL220086430001	\$	192.56	\$	577.68	
7	AudioCodes MP124 Analog Gateway with 16 FXS Ports	9229 W Loomis Road, Franklin WI 53132	1	M12416SACSIP	\$	1,242.31	\$	1,242.31	
8	Annual Support for MP124 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCASTS24X7MP11XS4Y	\$	250.00	\$	750.00	
9	Annual Hardware Replacement for MP124 3 Years	9229 W Loomis Road Franklin WI 53132	3	AUCAHRMP11XS4YR	\$	64.00	\$	192.00	
<b>Police Department</b>									
10	Poly Edge E350	9229 W Loomis Road Franklin WI 53132	68	POL220087010025	\$	174.53	\$	11,868.04	
11	Poly Trio C60	9229 W Loomis Road, Franklin WI 53132	2	POL220086240025	\$	737.98	\$	1,475.96	
12	Poly Trio C60 Expansion Mic	9229 W Loomis Road, Franklin WI 53132	2	POL220086430001	\$	192.56	\$	385.12	
13	Algo 8373 Paging Adapter 3 Zones	9229 W Loomis Road, Franklin WI 53132	1	ALG8373	\$	440.00	\$	440.00	
14	AudioCodes MP124 Analog Gateway with 16 FXS Ports	9229 W Loomis Road, Franklin WI 53132	1	M12416SACSIP	\$	1,242.31	\$	1,242.31	
15	Annual Support for MP124 3 Years	9229 W Loomis Road Franklin WI 53132	3	AUCASTS24X7MP11XS4Y	\$	250.00	\$	750.00	
16	Annual Hardware Replacement for MP124 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCAHRMP11XS4YR	\$	64.00	\$	192.00	
<b>AudioCodes MP124 Analog Gateway with 24 FXS Ports for Faxing and Existing</b>									
17	Analog	9229 W Loomis Road Franklin WI 53132	1	AUCMP12424SACSIP	\$	92.60	\$	92.60	
18	Annual Support for MP124 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCASTS24X7MP11XS4Y	\$	300.00	\$	900.00	
19	Annual Hardware Replacement for MP124 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCAHRMP11XS4YR	\$	76.80	\$	230.40	
<b>Fire Station 1</b>									
20	Poly Edge E500	9229 W Loomis Road, Franklin WI 53132	6	POL220087855025	\$	212.31	\$	1,273.86	
21	Poly Edge E Expansion Module	9229 W Loomis Road, Franklin WI 53132	1	POL220087020025	\$	174.53	\$	174.53	
22	Poly Edge E350	9229 W Loomis Road, Franklin WI 53132	9	POL220087010025	\$	174.53	\$	1,570.77	
23	SIP Connection to Zoom for Phoenix G2 Paging System (Owner Furnished)	9229 W Loomis Road Franklin, WI 53132	1	OFE	\$		\$		
<b>Fire Station 2</b>									
24	Poly Edge E500	9229 W Loomis Road, Franklin WI 53132	1	POL220087855025	\$	212.31	\$	212.31	
25	Poly Edge E350	9229 W Loomis Road, Franklin WI 53132	4	POL220087010025	\$	174.53	\$	698.12	
26	SIP Connection to Zoom for Phoenix G2 Paging System (Owner Furnished)	9229 W Loomis Road, Franklin WI 53132	1	OFE	\$		\$		
<b>Fire Station 3</b>									
27	Poly Edge E500	9229 W Loomis Road Franklin, WI 53132	1	POL220087855025	\$	212.31	\$	212.31	
28	Poly Edge E350	9229 W Loomis Road, Franklin WI 53132	5	POL220087010025	\$	174.53	\$	872.65	
29	SIP Connection to Zoom for Phoenix G2 Paging System (Owner Furnished)	9229 W Loomis Road, Franklin WI 53132	1	OFE	\$		\$		
<b>DPW</b>									
30	Poly Edge E350	9229 W Loomis Road, Franklin WI 53132	10	POL220087010025	\$	174.53	\$	1,745.30	

31	AudioCodes MP112 Analog Gateway with 2 FXS Ports for Faxing	9229 W Loomis Road, Franklin WI 53132	1	AUCMP1122SSIPCER	\$	200 75	\$	200.75
32	Annual Support for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCACTS24X7MP11XS1Y	\$	33.00	\$	99.00
33	Annual Hardware Replacement for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCAHRMP11XS1YR	\$	9 00	\$	27.00
	<b>Library</b>							
34	Poly Edge E500	9229 W Loomis Road, Franklin WI 53132	3	POL220087855025	\$	212 31	\$	636.93
35	Poly Edge E350	9229 W Loomis Road, Franklin WI 53132	21	POL220087010025	\$	174 53	\$	3,665 13
36	Algo 8301 Paging Adapter	9229 W Loomis Road, Franklin WI 53132	1	ALG8301	\$	436 91	\$	436.91
37	AudioCodes MP112 Analog Gateway with 2 FXS Ports for Faxing	9229 W Loomis Road, Franklin WI 53132	1	AUCMP1122SSIPCER	\$	200 75	\$	200.75
38	Annual Support for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCACTS24X7MP11XS1Y	\$	33.00	\$	99.00
39	Annual Hardware Replacement for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCAHRMP11XS1YR	\$	9 00	\$	27.00
	<b>Sewer &amp; Water</b>							
40	Poly Edge E500	9229 W Loomis Road, Franklin WI 53132	2	POL220087855025	\$	212 31	\$	424.62
41	Poly Rove 30	9229 W Loomis Road, Franklin WI 53132	7	POL220086930001	\$	182 34	\$	1,276 38
42	Poly Rove 30_B2 Base	9229 W Loomis Road, Franklin, WI 53132	2	POL220086850001	\$	351 72	\$	703.44
43	AudioCodes MP112 Analog Gateway with 2 FXS Ports for Faxing	9229 W Loomis Road, Franklin WI 53132	1	AUCMP1122SSIPCER	\$	200.75	\$	200.75
44	Annual Support for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCACTS24X7MP11XS1Y	\$	33.00	\$	99.00
45	Annual Hardware Replacement for MP112 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCAHRMP11XS1YR	\$	9 00	\$	27.00
	<b>Poly Phone Support</b>							
46	Poly+ Trio C60 3 Year	9229 W Loomis Road, Franklin WI 53132	5	POL487P86240312	\$	88.41	\$	442 05
47	Poly+ Trio 8800 3 Year	9229 W Loomis Road, Franklin WI 53132	4	POL487P66070SIP312	\$	102 42	\$	409 68
48	Poly+ Rove 30_B2 Kit 3 Year	9229 W Loomis Road, Franklin WI 53132	2	POL487P86850312	\$	37 73	\$	75.46
49	Poly+ Rove 30 3 Year	9229 W Loomis Road Franklin WI 53132	7	POL487P86930312	\$	37 73	\$	264 11
50	Poly+ Poly Edge E Expansion Module 3 Year	9229 W Loomis Road, Franklin WI 53132	10	POL487P87020312	\$	37 72	\$	377 20
51	Poly+ Poly Edge E500 3 Year	9229 W Loomis Road, Franklin WI 53132	38	POL487P87855312	\$	37 73	\$	1,433 74
52	Poly+ Poly Edge E350 3 Year	9229 W Loomis Road, Franklin, WI 53132	157	POL487P87010312	\$	37 73	\$	5 923 61
	<b>SBC</b>							
53	Mediant VE loc-capacity (up to 250 sessions) Session Border Controller	9229 W Loomis Road, Franklin WI 53132	1	MSWLOW	\$		\$	
54	Annual Support for Virtual SBC 3 Years	9229 W Loomis Road, Franklin, WI 53132	3	AUCACTS24X7MSWS5YR	\$	149 00	\$	447 00
55	SBC Sessions License	9229 W Loomis Road, Franklin WI 53132	5	AUCWSBC10S1025	\$	529 20	\$	2,646.00
56	Annual Support for SBC Session Licenses 3 Years	9229 W Loomis Road, Franklin WI 53132	15	AUCACTS24X7SBCS80	\$	96.00	\$	1,440.00
57	SBC Registered Users	9229 W Loomis Road Franklin, WI 53132	1	AUCSWSBC10R10250	\$	18 90	\$	18.90
58	Annual Support for SBC Registered Users 3 Years	9229 W Loomis Road, Franklin WI 53132	3	AUCACTS24X7SBCS61Y	\$	3 57	\$	10.71
	<b>OPTIONS</b>							
	24 Port FXS Patch Panel			AUCMP124PATCHPANEL	\$	437 45		
	AVI-SPL BREAK/FIX REMOTE HELPDESK SUPPORT 3YR 8X5			ACCESS	\$	8 000 00		
59	AVI-SPL Professional Services	9229 W Loomis Road, Franklin WI 53132	1	PROF SERVICES	\$	50,620 25	\$	50 620 25

Contract Grand Total  
\$ 117,512.40

*This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL.*

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Confidential

## Addendum to General Terms and Conditions – Equipment Ordering

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Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about TBD upon Contract.

TO
AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

### Buyer Acceptance

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date



## Collaboration Voice Statement of Work

September 15, 2023

This Statement of Work ("SOW") for **Collaboration Voice** is entered into the date signed by Customer ("**SOW Effective Date**") by and between AVI SPL LLC ("**AVI-SPL**") and City of Franklin ("**Customer**") and is governed by the AVI-SPL General Terms and Conditions, as modified on mutual agreement of the Parties

In the event of a conflict between this SOW and the General Terms and Conditions and Addendum to General Terms and Conditions, Managed Services, this SOW shall govern with respect to the subject matter of the conflict. This SOW shall not be modified unless in writing and signed by both Parties

### 1. Scope of Work

Based on the data discovery sessions with AVI-SPL and Customer, the following design has been identified to meet key business needs which this project will address. The tasks necessary to implement the agreed upon design are outlined below. Any needs other than those explicitly mentioned below will be considered "Out of Scope." AVI SPL welcomes the opportunity to address additional needs, however, changes to the scope could require revisions of the solution design and consequently impact cost and/or delivery timelines of the project.

The following is included in the **Collaboration Voice** Scope of Work

- 1.1. Project Management
- 1.2. Project Scheduling
- 1.3. Project Summary

#### 1.1 Project Management

AVI SPL will provide overall Project Management for the duration of this project. The PM will act as the single point of contact with all project information and communication. The AVI-SPL PM will be responsible for

- Planning, executing, and closure of the project
- Managing the AVI-SPL resource team
- Maintaining project deliverables as outlined in the Statement of Work
- Issuance of project change orders
- Standard AVI SPL Project Management. In depth planning, meetings, or excessive document request may require a change in scope for PM responsibilities

It is expected that the client will provide a single point of contact that is the client side project champion. This single point of contact is responsible for all communication to the client resources, ensuring that client-side deliverables are completed by dates outlined in the project, and being an escalation point for the project.



## 1.2 Project Scheduling

To ensure a successful project, the AVI-SPL Project Manager will not confirm an implementation date until the following client deliverable conditions have been met

- AVI SPL receives the complete IP address worksheet back from the client
- If a virtual deployment, the customer's virtual environment is ready and meets Microsoft minimum specifications and is ready for deployment

All scheduling requests are based on mutually agreeable dates for both AVI SPL and Customer

AVI-SPL has an estimated 6–8 week lead time for project initiation, which is subject to AVI-SPL resource availability. Any scheduling requests less than 6-8-weeks will require an expedite charge and be subject to AVI SPL resource availability. For a multiple site implementation or any implementation that requires a network assessment, the installation timelines will increase accordingly.

The lead time begins once a signed SOW and PO are received from Customer and receipt is confirmed by AVI-SPL. It's important to note that the project will not begin, nor will a Project Manager be assigned until a signed SOW and PO are received.

Once those items are received, a Project Manager will be assigned, and the Customer will be contacted with proposed installation dates. Installation dates are finalized upon receiving written approval from the Customer. Delays in installation approvals could result in originally proposed installation dates no longer being available.

All projects, unless notated below and priced accordingly, will be completed in a single phase. Additional costs will be incurred by the customer if a multi-phase turn up is requested. The request for a multi-phase project must be made to the AVI-SPL Project Manager during the project kick off call. The responsibility for making this request is solely that of the Customer. Acceptance of this request will be confirmed by the AVI SPL Project Manager through an AVI-SPL Change Order form.

The scheduling of multiphase projects will be based on dates that are mutually agreeable to both AVI SPL and Customer.

## 1.3 Project Summary

AVI SPL has been engaged by the City of Franklin to migrate from their legacy Avaya PBX to Zoom Phone. The migration will include integration of existing paging systems, fax machines and the Vesta system utilized by the Police Department. Services provided by AVI-SPL include a dedicated project manager and AVI-SPL resources to plan, design and implement the proposed voice solution. As part of the migration, AVI-SPL will utilize its Avaya expertise to harvest existing call flows and data from the Avaya system and replicate the solution in Zoom Phone.

### Project Status Calls:

For this project, AVI-SPL will provide the following project meetings with the Customer, AVI SPL Project Manager, and AVI SPL Engineer during normal business hours:

- One (1) project kick off call not to exceed one half hour
- Provide up to (10) project status calls not to exceed one half hour
- One (1) project closure call not to exceed one half hour

If project status meetings for this project exceed the number planned above, a change order may be required to add hours for additional project status calls to complete the project.

This Entire Document and all information (including drawings, specifications, and designs) presented by AVI SPL LLC is the property of AVI SPL LLC or its affiliate. Proprietary information provided to potential customers, clients, or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed, or disclosed in any way without the sole written permission of an authorized representative of AVI SPL. © Copyright AVI SPL LLC. All Rights Reserved.



#### Licensing:

(Visible upon activation in portal)

- (162) Zoom Phone US & Canada User
- (68) Common Area Licenses
- (14) Fax Numbers
- (1) Company Main Number

#### Portal Setup & Provisioning:

- Configure up to (5) User Groups
- Configure up to (3) Templates
- Configure up to (5) IVR Menus
- Configure up to (5) Call Queues
- Integration of up to (3) existing paging systems
- Integration of up to (3) existing Phoenix G2 Alert System via SIP
- Configuration of up to (213) desk phones, common area, and conference phones
- Configuration of up to (5) Custom Routing Rules
- Configuration of up to (8) Company Emergency Locations
  - Includes address location and IP information
- Configuration of Automatic Call Recording for up to (1) user, IVR, or Call Queue
- Configuration of up to (6) ATA devices
- Configuration of up to (3) Custom Roles
- Assist with porting of numbers from existing carrier
- Enable and configure Multi Site to include up to the number of Emergency Locations listed
- Enable Dial by Name Directory
- Integration of (1) existing Vesta System to Zoom Phone
- Configuration of AudioCodes SBC for extension dialing between existing Avaya and Zoom Phone
- Integration of up to three (3) existing Phoenix G2 Alerting systems to register to AudioCodes SBC
- AVI-SPL Engineers will harvest all existing extension, voice mail boxes, auto attendants, call routing, night service, etc , and recreate this in the Zoom Portal The City of Franklin need only identify any desired changes that are needed

#### Physical Equipment:

- AudioCodes MP124 16 port FXS Analog Gateway for Vesta System integration at Police Department
- Total number of ATA devices for fax machines and analog devices is five (5)
- Total number of Algo paging adapters is two (2)
- Total number of desk phones is two hundred five (204) consisting of
  - One hundred fifty seven (157) Poly Edge E350
  - Thirty Eight (38) Poly Edge E500
  - Ten (10) Poly Edge E Expansion Module
  - Nine (9) Poly Rove 30
- The total number of Conference Room Phones is nine (9) consisting of
  - Four (4) Poly Trio 8800
  - Five (5) Poly Trio C60
- Two (2) Poly Trio Expansion Mics

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#### Unassisted Access:

Current implementation pricing and SOW assumes that all AVI SPL resources will have VPN or equivalent unassisted access for the duration of the project. If VPN or equivalent unassisted access for the duration of the project is not provided, then a flat rate \$2000 change order will be added to the project.

#### AVI-SPL Responsibilities

As part of this project, AVI-SPL will be responsible for providing

- AVI SPL engineer will assist with discovery of existing extensions, voice mail boxes, call flows, night service, etc within current Avaya system and replicate in Zoom Phone. This dramatically streamlines the implementation efforts for Franklin staff.
- Single phase project based on mutually agreeable dates and times between AVI SPL and Customer
- Project Management
- System cutover at a time that Customer dictates as being least service impacting (Business Hours Monday through Friday, number ports are completed between 8 10AM PST)
- Remote Cloud Engineer Programming
  - o Portal Setup & Provisioning as defined in "Portal Setup and Provisioning" section 1.3
  - o Remote AVI-SPL Cloud Team – Project Manager (PM) and Engineer
  - o Provide recommendations for efficiencies & update portal accordingly
  - o Provide eDocs and helpful links for Admin User training assistance
  - o Provide Remote AVI SPL Cloud Team support day of number port
- (5) Cutover Events from legacy PBX to Zoom Phone
- (20) Hours of remote First Day of Business Support
- (4) Hours of end user and admin training

#### Customer Responsibilities

Customer will provide

- Site address(es) and Customer naming convention of location (if applicable)
- Named resources with contact information. This person shall be the single point for communication and day to day management of the project. This person should have the authority to act upon all aspects of the project, should be available during business hours, will provide communication within the Customer's organization, and should designate a back up contact when necessary.
- Contact shall attend and participate in any scheduled planning calls
- Contact shall handle any interactions or order placement with their TELCO providers
- Completion of all requested documents requested by Cloud Provider Services and/or AVI-SPL
- AVI-SPL Remote Access to customer portal as Super Admin, established as Ext 300
  - o Unique email for AVI-SPL
- Review environment, assets, and integration points
- Review and approval of licensing requirements and adds, as needed
- Review and return applicable project documents: Business Requirements Document (BRD), Letter of Authority (LOA), phone bill and/or Customer Service Record (CSR), etc
- Provide adequate IP Addresses to support using Zoom
- Computers/devices meet minimum requirements for software downloads and passes Network Readiness

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- Toning & Tagging for analog cross connects
- Phone Placement, majority of phones in place prior to port date
- Pre Test 1 2 phones prior to the number port with the Portal test number
- Provide Network Support the day of the number port
- Testing Plan
- Sign off at Completion
- Number Port
- Cross Connects
- Network Assessment
- PoE or Analog Telephone Adapter (ATA)
- IP Addresses to support using Zoom
- Testing

#### **AVI-SPL Data Collection Form**

As part of this project, AVI SPL will provide the customer with a data collection form (DCF) This DCF will be the main tool used to gather all necessary information the AVI-SPL Software Specialist will use to program the new system This DCF must be completed and returned to the AVI SPL no less than three (3) weeks prior to the scheduled installation date

At the time the form is returned, the project will move into a "Programming Freeze" period that will not allow changes until the new system is installed Any changes to the existing system during that period will need to be tracked by the customer The customer is then responsible for programming changes made during the Programming Freeze period into the new system once installed

Any programming request during the Programming Freeze will be considered billable and will only be completed if it can be done and not affect the project timeline If the request delays the project schedule, the AVI-SPL PM will discuss this with the customer and develop a plan agreeable to both parties

#### **2. Project Pricing Assumptions**

Pricing for this project has made certain assumptions based on the provided design These assumptions were not accounted for in the pricing or writing of this Proposal If these items are necessary to add to the project, it will be handled through the Change Control process outlined below and priced accordingly Those assumptions are

- All services, documentation, and meetings will be provided in the English language, unless otherwise specified in this SOW
- All work will be done remotely
- After hours are not included
- No customizations are included
- VPN or equivalent unassisted access to customer network as needed for entirety of the project
- The ability to perform the work described in this Statement of Work is based on the project terms, conditions, and assumptions listed below If any of these assumptions at any time prove to be incorrect, there may be a resulting adjustment of the work, schedule, fees, terms and/or conditions set forth in this Statement of Work
- Work to be performed on mutually agreeable timetable
- Union labor is not included in this quote If union labor is required, a change order will be issued



3 **Standard Service Hours**

Pricing is based on all non-service impacting work to be performed during regular business and system turn up after hours Monday-Thursday First Day of Business Support (FDOB) will be the first day after the system is turned up and live Unless otherwise specified in the SOW, work performed outside of Standard Service Hours will be subject to additional charges

4. **AVI-SPL Project Team**

The AVI-SPL Project Team will include a Project Manager (“PM”), an Avaya Engineer, and a Zoom Phone Engineer

The AVI-SPL PM serves as a single point of contact, responsible for ensuring successful Implementation Working closely with the designated Customer liaison, the PM directs the efforts of the entire project team with a clear focus on all aspects of planning, development, deployment, testing, and orientation

While still being the designated single point of contact for the project, the AVI SPL PM will provide direct contact information for each resource assigned to the project However, any issues, change requests, or timeline change requests to the project must be communicated directly to the AVI-SPL PM in order to be considered a valid request/issue

5. **Customer Resources and Responsibilities**

a. **Customer Resources**

Customer agrees to make available the following resources available

Resource	Duration & Scope
Primary Contact	Acts as the primary interface and decision-maker with AVI-SPL and communicates or assists with communication of all details required for the project completion This individual will attend all scheduled meetings pertaining to the project and has signatory authority to work with AVI-SPL through all phases of all the three offerings outlined above The Primary Contact is responsible for keeping the Secondary Contact informed of all details should the Primary Contact be unavailable
Secondary Contact	Acts as the secondary interface to the AVI SPL Project Team in addition to the Primary Contact, or when the Primary Contact is not available
Technical Contact(s)	Act(s) as the Customer technical resource(s) to provide any needed technical or network related information to enable project completion Technical contact(s) should be readily accessible at all times while the AVI-SPL Sales Engineer is onsite

The specific individuals responsible for the project will need to be identified at the initial project review meeting Failure to identify these key Customer team contacts may cause delays to the project



**b. Customer Responsibilities**

The following activities are the responsibility of the customer for successful implementation and service delivery of the described **Collaboration Voice** services

- **Troubleshooting of the client’s data network** It is the responsibility of the client to provide a data network that is fully configured and able to support the applications being deployed on this project. AVI-SPL will not provide resources in configuration or troubleshooting of the client data network. Any project delays or cancellations due to client data network issues is considered billable at the T&M rate with all work performed during normal business hours.
- **Coordination of and/or troubleshooting of the customer’s chosen Telephony provider** It is the Customer’s responsibility for all coordination and communication with their chosen Telephony provider. AVI-SPL will not provide resources for the purpose of scheduling or troubleshooting of the client’s chosen Telephony provider. Any project delays or cancellations due to client data network issues will be considered billable at the T&M rate with all work performed during normal business hours.
- **Additional Work** Any additional programming request or application upgrade not specifically outlined above is excluded from this Scope of Work.
- **Gateway Firmware:** Unless specifically identified above, AVI-SPL will not be responsible for any firmware updates for any existing gateways. If firmware updates for any existing gateways are requested, then AVI-SPL will require a change order for billable services.

**6. Pricing**

**6.1 Project Pricing Summary – Any applicable tax and shipping charges are not included in pricing below:**

Item	Pricing	Billing Policies
Hardware / Software	\$66,892.15	
Professional Services	\$50,620.80	
Total	\$117,512.40	

**6.2 Time and Materials (“T&M”) Pricing**

Service	Rate	Billing Policies
Time & Materials	\$300	<i>Hourly Rate/Actual Time Billed excludes Travel and Expense billed based on actual cost incurred, as applicable</i>



#### **7. Project Acceptance / Completion.**

The AVI SPL Project Team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW. AVI SPL will notify the Customer of project completion by submitting to the Customer an AVI-SPL Sign-Off Form. The Customer will sign and return the form within 10 business days of receipt.

If the AVI SPL Sign-Off Form indicates there are no exceptions, the project will be considered accepted by the Customer upon AVI SPL's receipt of the AVI-SPL Sign Off Form.

If the Sign-Off Form indicates exceptions, the Customer will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. AVI-SPL will address any such non-conformance in a timely manner. The process for acceptance will be repeated until non-conformance has been resolved.

If the Customer does not return a signed AVI-SPL Sign Off Form within 10 business days of receipt (or has not provided any written exceptions to sign-off), the SOW will be deemed accepted by the Customer on the 11<sup>th</sup> business day after the Customer's receipt of AVI-SPL Sign-off Form. The AVI-SPL Sign Off Form will not be delayed for the purpose of successful test completion with any secondary systems or non-AVI SPL branded solutions.

#### **8. Change Order Procedure**

If changes in the work should occur, AVI-SPL will present the Customer with a change order detailing the new scope of work, a price for that work, and an adjustment to the project schedule or in life service scope amendment. Any modifications made to this SOW by the change order shall become effective upon the Customer's acceptance of the change order.

#### **9. Payment Terms and Billing Cycle**

Payment terms will be consistent with AVI-SPL standard Addendum to General Terms and Conditions, Managed Services or Master Service Agreement if one exists. AVI SPL standard Payment terms are NET 30.

Labor, maintenance, and any monetary adjustments related to changes to the SOW previously approved by AVI SPL and the Customer, as well as all **applicable tax and freight charges**, will be sent upon substantial completion of the project or if the project install date is extended by the customer for projects less than \$25,000 or on a monthly basis in arrears for services performed for projects of \$25,000 or over.

If the use of a 3<sup>rd</sup> party professional services company is required to complete this SOW, AVI-SPL will invoice the Customer all upfront dollar amounts required by such third party to initiate the project. AVI-SPL's payment terms are net 30 from the receipt of an invoice.

Subscription services are billed as 100% prepay of the Annual Contract Value (ACV). Usage based services are billed monthly in arrears based on actual usage and minimum billing policies.

#### **10. SOW Terms & Acceptance**

This SOW outlines the requirements and criteria for successfully implementing and operating **Collaboration Partner** services. This SOW may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This SOW shall not be binding upon AVI-SPL until accepted by the Customer as set forth in this section and the earlier of AVI-SPL's execution of this SOW and confirmation in writing of the Customer's order. The Customer's issuance of a valid order referencing this SOW, signature of this SOW, or payment for services that are the subject of this SOW, whichever occurs first, shall constitute the Customer's acceptance of this SOW.

The Customer agrees that the Services provided under this SOW is (A) provided "AS IS" and with all faults, and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with the Customer, and (B) that AVI SPL LLC and its suppliers, affiliates, and agents make no and disclaim all warranties of every nature, including all implied warranties of merchantability or of fitness for any purpose or of system integration, or created by trade usage or course of dealing, all duties of reasonable workmanlike effort or lack of negligence, and any implied or similar obligations regarding transmission, availability, accuracy, functionality or lack of viruses or harmful code. Also, there This Entire Document and all information (including drawings, specifications, and designs) presented by AVI SPL LLC is the property of AVI SPL LLC or its affiliate. Proprietary information provided to potential customers, clients, or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed, or disclosed in any way without the sole written permission of an authorized representative of AVI SPL. © Copyright AVI SPL LLC. All Rights Reserved.



is no warranty of title or against interference with the Customer's enjoyment of the Service or related services or against infringement or the like. AVI SPL will not be obligated to provide service, repair, or replace the Service unless AVI-SPL has agreed to do so in writing in advance. To the fullest extent allowed by applicable law, AVI SPL's total liability under this SOW shall be limited to a sum equivalent to the price paid by the Customer under this SOW. The Customer's use of third party products (including, without limitation, pre-packaged service solutions produced, manufactured, or provided by a third party) are subject to the terms and conditions contained in the then-current third-party End User License Agreement.

**11. Exclusions**

- 11.1 Additional costs for union labor are not included, unless specifically identified in this SOW
- 11.2 All on-site cancellations or postponements made within 20 business days of onsite installation commencement are subject to AVI-SPL monetary recuperation of lost travel expenses and 50% of scheduled time up to a one week max at \$180/ hour for each technician scheduled to be onsite. A Change Order form signed by the Customer must be returned to AVI SPL prior to AVI SPL rededicating resources.
- 11.3 AVI SPL will charge additional labor hours due to Customer progress delays that result in AVI SPL lost time due to
  - Above noted Customer responsibilities not being completed prior to AVI-SPL arrival on site
  - Room non-availability. AVI-SPL will charge for additional travel expenses for return visits due to room non-availability caused by Customer and will charge \$180/hr for any unproductive time spent waiting for rooms to become available.
  - Any outstanding issues caused by Customer delays not listed as an exception on AVI-SPL's Sign Off Form. For those outstanding issues, a technical support case can be opened and worked until closed by a remote support technician over phone or video. If on-site technicians are required, the Customer will be billed separately for incurred travel and labor.

**IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the SOW Effective Date.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date



## **ZULTYS CLOUD SERVICES PROPOSAL**

Presented to:

**James Matelski**  
**City of Franklin**  
**Office: 414-427-7645**  
**Email: [jmatelski@franklinwi.gov](mailto:jmatelski@franklinwi.gov)**

Presented by: **Nick Pal**  
Contact Phone: **262-345-2343**  
Contact Email: **[Nick@wis-imaging.com](mailto:Nick@wis-imaging.com)**

Date: **5/11/2023**

Quote Valid through: **8/9/2023**



## Zultys Cloud Services at a Glance

Zultys delivers an easy-to-use, secure, and reliable platform designed to streamline all forms of communications and increase productivity for any size business. With Zultys, users can control all forms of communications in a single user interface. This architecture allows users to seamlessly handle all types of customer communications in one easy-to-use platform.



### Zultys Advantages



**Zultys Cloud Support Button** – Every phone has a button that enables users to call Zultys support with a less than 16 second average hold time.

**One-Touch Record** – Press a record button on a physical phone, inside ZAC (Zultys Advanced Communicator), or with MX Mobile on your iPhone or Android device. The recording starts from the beginning of a call with the simple press or click of a record button during an active call.

**Call Attach Data** – Take notes during and after a business call with customized Call Attached Data (CAD) fields. CAD fields are included with a call when transferred to other users on the system. Acknowledging why someone is calling helps improve the customer experience. Run reports on any CAD fields using MX reports.

**Flexibility of Deployment** – Zultys Advanced Communicator is both client and browser-based, utilizing Web RTC technology, allowing your customer to have a choice.

**Screen Share and Video** – Easily share your screen or start video with the click of a button. Allow your organization to collaborate with other individuals or a group inside your office or invite outside parties. Allow your team to collaborate seamlessly without a subscription or a need to download a separate piece of software.

<p><b>Most Reliable</b></p> <ul style="list-style-type: none"> <li>Single secure virtual instance per customer</li> <li>SLA 99.999 reliability</li> <li>Geo-redundant data centers</li> <li>Blended bandwidth for better uptime than most competitors that use only one underlying carrier</li> <li>Mobility application for cell phones for all users to protect against local last mile outages at the customer's site</li> </ul>	<p><b>World-Class Support</b></p> <ul style="list-style-type: none"> <li>100% US-based support</li> <li>Implementation specialist assigned to each account</li> <li>Zultys Support Desk button on every phone</li> <li>Webinar training or video training</li> </ul>
<p><b>You're Protected</b></p> <ul style="list-style-type: none"> <li>Single secure virtual instance with dedicated login and passwords</li> <li>Separation of all data from other customers</li> <li>HIPAA Compliant</li> <li>Kari's Law Compliant</li> <li>Ray Baum's Act Compliant</li> <li>Physically secured data centers</li> <li>Encrypted telephone calls</li> <li>Optional MPLS through customer's carrier</li> </ul>	<p><b>Robust Scalability</b></p> <ul style="list-style-type: none"> <li>Support 5 to 10,000+ users</li> <li>Add or delete users from a portal to support your business seasonally</li> <li>Feature set that continues to grow with current technology demands</li> </ul> <p><b>Business Critical Integrations</b></p> <p>Contact <a href="mailto:sales@zultys.com">sales@zultys.com</a> to ask about your specific CRM/ERP/EMS</p> <p>Zultys allows integration with most software</p> <p>Below are a few popular integrations</p> <ul style="list-style-type: none"> <li>Outlook</li> <li>Microsoft Dynamics</li> <li>Teams</li> <li><u>SalesForce</u></li> <li>NetSuite</li> <li>Sugar</li> <li>Sage</li> <li>Zoho</li> </ul>



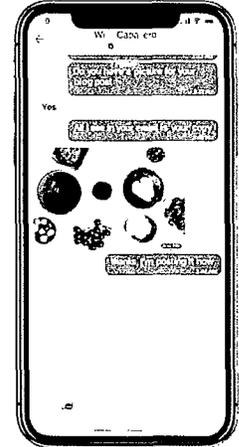
FEATURES	STANDARD USER	PREMIUM USER	CONTACT CENTER USER
Hunt Group	•	•	•
ACD Group	•	•	•
Customizable Call Distribution	•	•	•
Paging Group	•	•	•
Auto Attendant	•	•	•
Internal 911 Call Notifications	•	•	•
Voice Mail	•	•	•
Voice Mail Escalations	•	•	•
Voice Mail to Email	•	•	•
Voice Mail Transcription	•	•	•
Call Forwarding	•	•	•
Personal Call Handling Rules	•	•	•
Call Queue	•	•	•
Music on Hold	•	•	•
Queue Announcements – 64 sources	•	•	•
Zultys MX Mobile for iPhone/Android	•	•	•
Basic Reporting - Scheduled	•	•	•
Conferencing – 3 Party	•	•	•
Instant Messaging	•	•	•
Invite Outside Contacts to IM	•	•	•
Presence with Custom Note Field	•	•	•
MIXconference	\$	•	•
Call Recording	\$	\$	•
MIXreport Call Detail Records	\$	\$	•
MIXreport – Contact Center Edition	\$	\$	•
SMS Messaging	\$	\$	\$
Outbound Dialer	•	\$	\$
Zultys Advanced Communicator	•	•	•
Binding – Work from anywhere	•	•	•
Native Softphone	•	•	•
Call Attached Data	•	•	•
FAX	•	•	•
Screensharing	•	•	•
Invite External Contacts to Group Chats	•	•	•
File Sharing	•	•	•
Webchat	•	•	•
Outlook Integration	•	•	•
Video	•	•	•
Contact Center Agent Functionality	•	•	•
Contact Center Supervisor Functionality	•	•	•
Customizable Wallboard	•	•	•



## FEATURES

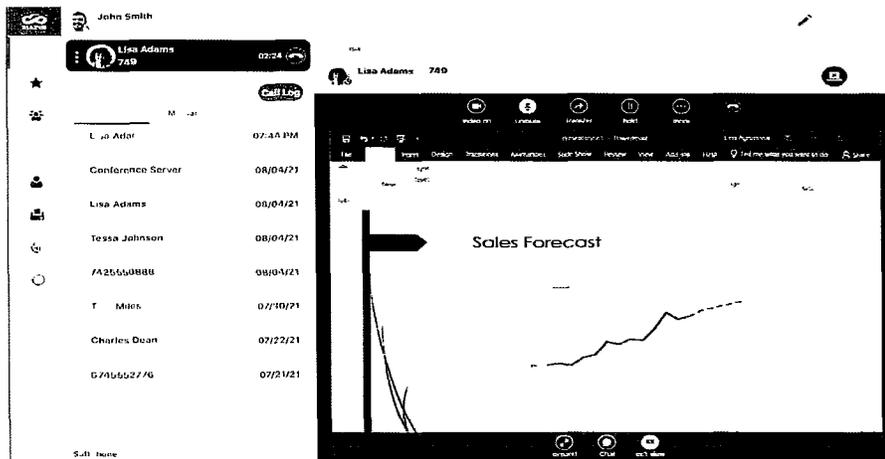
### Zultys MX Mobile for iPhone and Android

Zultys mobility solutions for Unified Communications allow employees to stay in contact no matter where they are. MX Mobile is a real-time presence and communications client for Android and iPhone that delivers a complete Unified Communications experience to mobile workers by integrating them into the corporate Voice and Unified Communications system. Zultys mobility solutions provide critical tools like voice mail access and management, presence, internal extension dialing, corporate directory access, and least-cost routing to cut international call costs. MX Mobile supports call group functionality, allowing users to make and receive calls for the call group extension from their smartphones. Users can also share files with coworkers over the application.



Included in the Standard User, Premium User and Contact Center User Packages.

### ZAC Unified Communication Client with Softphone



Zultys' UC client for desktop Zultys Advanced Communicator (ZAC) integrates and manages all of your communications functions. The client lets you see the presence status of others in your company. You can send emails, control all your phone calls via desktop phones or a softphone, send and receive faxes, send secure Instant Messages and voice messages, share your screen, check Voicemail, and much more – all with a single mouse click. ZAC

comes prepackaged with the softphone feature. Turn the computer into a phone and unclutter employee's desks.

Included in the Premium User and Contact Center User Packages.

### Zultys Outlook Communicator

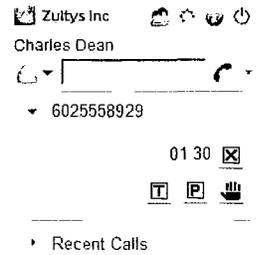
With Zultys Outlook Communicator, your Zultys IP phone system can be closely integrated with Microsoft Outlook. Users have full call control and can phone contacts directly from Outlook. This product conveniently synchronizes the User's Presence with their Outlook calendar, allowing it to be changed directly from Outlook.

Included in the Premium User and Contact Center User Packages.

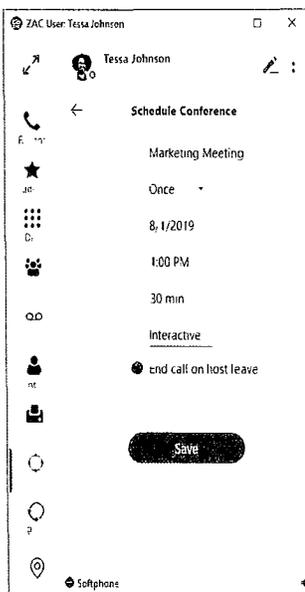


## Zultys Salesforce Communicator

Companies that have Zultys Cloud Services and use Salesforce.com as their customer relationship management (CRM) system can integrate the two systems using Zultys Salesforce Communicator. After a call center agent installs the software, they can make, transfer and disconnect calls from within a Salesforce window and obtain a caller's contact information in a Salesforce screen display. Additionally, Salesforce automatically logs the call record in its database.



Can be purchased as an additional feature for any user package type.



### MXconference

MXconference eliminates the need for costly pay-as-you-go subscription-based conference services. MXconference is fully integrated with the ZAC desktop Unified Communications client and uses a simple management window to schedule, manage and launch audio conferences through basic point-and-click commands — whether they are "on-demand" or planned weeks in advance

Included in the Premium User and Contact Center User Packages Additional conference participator licenses available as an additional feature.

### MXoutbound

MXoutbound, a fully integrated outbound dialer solution, offers a flexible and easy-to-manage automated process for reaching out to an organization's customer base MXoutbound is appropriate for virtually any application that requires automatic outbound dialing. The call message may be as simple as a

single recorded sentence or an elaborate customer survey with a series of questions based on previous responses.

Can be purchased as an additional feature for any user package type.

Outbound Dialer		Remind		Report	
Records					
queued					
scheduled					
finished					





## END POINTS

### ZIP 49GE

The ZIP 49GE Smart Media Phone combines productivity-enhancing visual communications with the Android operating system's flexibility, accessed via a 7-inch touch screen, to deliver an outstanding user experience for business professionals. Functions and contacts may be accessed quickly via 27 programmable soft keys.



### ZIP 47GE

The ZIP 47GE combines a hi-resolution color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy executives and heavy phone users. Functions and contacts may be accessed quickly via 27 programmable soft keys.

### ZIP 45G

The ZIP 45G incorporates a 3.7" backlit graphical display and dual Gigabit Ethernet ports in a feature-rich IP phone suitable for the most demanding of users. Functions and contacts may be accessed quickly via 21 programmable soft keys.





### **Z 21i**

The Z 21i is an easy-to-use, cost-effective business IP phone with a graphical backlit display, dedicated line keys, and Power over Ethernet (PoE) support

### **Z 22G**

The Z 22G is an easy-to-use, cost-effective, business IP phone with a color display, dedicated line keys, and dual Gigabit Ethernet ports with Power over Ethernet (PoE)



### **Z 23GE**

The Z 23GE combines a color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy phone users. Functions and contacts may be accessed quickly via 14 programmable soft keys.

### **ZIP 450M**

The ZIP 450M's 4.3" 272x480 pixel color screen can add up to 60 additional programmable keys to ZIP 45G, ZIP 47GE and ZIP 49GE phones. Up to 3 expansion modules can be daisy-chained per each phone.





All Pricing is subject to final confirmation at the time of order

Service Location	Hosted PBX	Provider	Term	Monthly (\$)	Install (\$)
9229 W Loomis Road Franklin, WI 53132		Zultys	36	\$4,426 26	\$4,251 25

Service Location	Total Monthly (\$)	Total Install (\$)
	\$4,426 26	\$4,251 25

9229 W Loomis Road, Franklin, WI 53132			
Voice Services	QTY	Unit Price	Monthly
Existing DIDs to Port (DID Promotional Free)	34	\$0 00	\$0 00
Standard User 1-User, 1-Mobile Access	20	\$14 99	\$299 80
Premium Users 1-User, 1-ZAC/MXIE, 1-Outlook Communicator with Exchange	150	\$17 99	\$2,698 50
Lobby Users	9	\$9 99	\$89 91
Zultys Provided Equipment	QTY	Unit Price	Monthly
Zultys ZIP 45G	150	\$7 95	\$1,192 50
Zultys Z 23GE	20	\$5 95	\$119 00
Zultys Z 21i	9	\$2 95	\$26 55
Installation Services	QTY	Unit Price	One-Time
Existing DIDs to Port (DID Promotional Free)	34	\$0 00	\$0 00
Set-up Fee	179	\$23 75	\$4,251 25
<b>Site Total</b>	<b>Monthly</b>	<b>\$4 426 26</b>	<b>One-Time \$4,251 25</b>
<b>Order Totals</b>	<b>Monthly</b>	<b>\$4 426 26</b>	<b>One-Time \$4 251 25</b>

If you'd wish to proceed or find out more information on this Proposal please contact your agent at [Cory@wis-imaging.com](mailto:Cory@wis-imaging.com)

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> <b>10/17/2023</b></p>
<p style="text-align: center;"><b>Reports and Recommendations</b></p>	<p style="text-align: center;"><b>Presentation of Franklin Health Department Opioid Misuse and Overdose Prevention Toolkit</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> <b>G 4.</b></p>

Background: As fentanyl and other dangerous prescription and illicit opioids continue to be prevalent across the nation, Wisconsin is continually fighting against the growing opioid epidemic. Milwaukee County has experienced a doubling of overdose deaths from 2010 to 2020 and the City of Franklin has also seen an increase in fatal and nonfatal overdoses. In an effort to address the opioid epidemic within the City of Franklin, the Franklin Health Department in partnership with Volition Franklin has created an Opioid Misuse and Overdose Prevention Toolkit to increase community awareness, provide the community with prevention and harm reduction resources, and offer local recommendations to help prevent opioid-related overdose deaths within the City of Franklin. This toolkit was brought before the Board of Health at the September 11, 2023 board meeting, and the Board recommended a presentation of the Opioid Misuse and Overdose Prevention Toolkit to the Common Council.

\* Members from the Health Department and/ or Health Department will may present at the Common Council Meeting

**COUNCIL ACTION REQUESTED**

No action requested.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">A</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>10/17/2023</b></p>
<p style="text-align: center;"><b>Reports and Recommendations</b></p>	<p>Motion to approve the Director of Health and Human Services to accept the State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant.</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 5.</p>

**Background:** The COVID-19 pandemic emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weakness and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. This grant is intended to support public health's capacity to regain footing in these areas and accelerate efforts to better meet ongoing and future public health needs in the community we serve.

The goals of the Public Health Infrastructure Grant are:

1. Support infrastructure improvements in the public health workforce
2. Support capacity of local public health department to implement foundational capabilities
3. Support improvements in local public health department data infrastructure

**Recommendation:** The Director of Health and Human Services recommends approval to accept the State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant to support infrastructure improvements in the public health workforce, capacity to implement foundational capabilities, and data infrastructure to support sustained efforts that position Franklin Health Department to better meet ongoing and future public health needs of our community.

**Fiscal Note:** The total grant award of \$121,402, with a project period through 2027, will support the Franklin Health Department infrastructure improvements in workforce, capacity to implement foundational capabilities, and in data infrastructure to support the ongoing and future public health needs of the Franklin community. There will be no impact to the City of Franklin budget.

The contract has been sent to the City of Franklin legal counsel for review in October 2023.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to approve the acceptance of the State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>08/15/2023</b>
<b>Reports and Recommendations</b>	Motion to allow the Director of Health and Human Services to accept the 2023 Division of Public Health Communicable Disease Control and Prevention Grant to continue funding health department grants.	<b>ITEM NUMBER</b> G.6.
<p><b>Background:</b> The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grant that run from July 1, 2023 through June 30, 2024:</p> <ul style="list-style-type: none"> <li>• Communicable Disease Control and Prevention: \$4,080</li> </ul> <p>This grant provides additional funding to assist in communicable disease control, outside of the grants awarded specifically to fund COVID-19 related work. Specifically, this is the only grant source currently available to FHD to assist in the work of our Registered Sanitarians. It is used to help pay for equipment, supplies, and training needed to perform our health inspection work at the highest quality standards and prevent communicable disease initiation and/or spread from those entities inspected under the Department of Agriculture, Trade and Consumer Protection (DATCP) State Agent Program.</p> <p>The contract has been sent to the City Attorney for review.</p> <p><b>Recommendation:</b> The Director of Health and Human Services recommends approval to accept the Division of Public Health Communicable Disease Grant for 2023-2024 awarded to the Franklin Health Department.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to allow the acceptance of the 2023-2024 Division of Public Health Communicable Disease Grant for the Franklin Health Department.</p>		

Health Department: LG

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Police Department Grant Fund to Provide Carryforward Resources and Appropriations from 2022 to 2023 for a Police Department MILO Use of Force Training Simulator in the Amount of \$79,735.00</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.7.</p>

**BACKGROUND**

In 2022, the Police Department applied for the State of Wisconsin Law Enforcement Agency Grant which was approved for resources totaling \$80,581.00. On July 5, 2022, the Common Council approved the Police Department to purchase a MILO Use of Force Training Simulator in the amount of \$79,735. Allowable expenditures reported between March 15, 2022 and June 30, 2023 were reimbursed. Eligible expenditures of the simulator were reimbursed based on the reporting period guidelines. The purchase of the MILO Use of Force Training Simulator was invoiced on 1/5/23. The City received reimbursement of the simulator in full at the cost of \$79,735.00 on 6/6/23.

***FISCAL NOTE***

The proposed budget amendment will carryforward the 2022 resources and expenditures to 2023 to support this appropriation. Purchase Order #74897 was created 10/12/22 and applied to the purchase of the MILO Use of Force Training Simulator on 1/10/23. On 6/6/23, the City of Franklin was reimbursed for this purchase with the approval of the Law Enforcement Agency Grant.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Police Grant Fund to Provide Carryforward Resources and Appropriations from 2022 to 2023 for a Police Department MILO Use of Force Training Simulator in the Amount of \$79,735 00

**Roll Call Vote Required.**

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE POLICE DEPARTMENT GRANT FUND TO PROVIDE CARRYFORWARD RESOURCES AND APPROPRIATIONS FROM 2022 TO 2023 FOR A POLICE DEPARTMENT MILO USE OF FORCE TRAINING SIMULATOR IN THE AMOUNT OF \$79,735.00

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 17, 2022; and

WHEREAS, the City of Franklin Police Department applied for the ARPA Law Enforcement Agency Grant; and

WHEREAS, the Common Council on July 5, 2022 approved the purchase a MILO Use of Force Simulator in the amount of \$79,735.00; and

WHEREAS, the purchase of the simulator and reimbursement of resources took place in 2023; and

WHEREAS, the Police Department is requesting the Common Council approve the carryforward of resources and appropriations to support this purchase in 2023; and

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

Section 1 That a 2023 Budget for the Police Department Grant Fund be amended as follows:

Resources

21-0000-4143.7064	Police – Grant	Increase	\$79,735.00
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Appropriations

21-0000-5819.7064	Capital Outlay	Increase	\$79,735.00
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Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 3 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 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b>  </p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Additional \$5,025 Appropriations for Unanticipated Labor Legal Services</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>   G.8.</p>

**BACKGROUND**

On November 15, 2022, Common Council approved the 2023 Annual Budget for the General Fund. That budget did not include any appropriations for unanticipated labor legal fees. The 2024 Mayor's Recommended Budget does account for unanticipated legal fees in the future. The 2024 Annual Budget has not been adopted.

**RECOMMENDATION**

The Director of Finance is requesting a \$5,025 appropriation for unanticipated labor legal fees to be funded from fund balance. Sufficient fund balance exists to support this change.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Additional \$5,025 Appropriations for Unanticipated Labor Legal Services.

**Roll Call Vote Required.**

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$5,025 APPROPRIATIONS FOR UNANTICIPATED LABOR LEGAL FEES

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, past practice has allocated a designated appropriation for special attorney services; and

WHEREAS, the current special attorney service appropriation in the 2023 Annual Budget does not hold significant funds for labor legal services; and

WHEREAS, the Director of Finance deems it significant and in the best interest of the City of Franklin to appropriate funds for labor legal services; and

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

Section 1 That the 2023 Budget for the General Fund be amended as follows:

General Fund			
Legal	Special Attorney Service	Increase	\$5,025.00

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

Section 3 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 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

---

John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> October 17, 2023
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Drainage, Storm Water Management Access, and Temporary Turnaround at 11595 and 11600 West Forest Home Avenue (TKNs 796-9987-001 and 751-9001-000)</b>	<b>ITEM NO.</b> Ald. Dist. 6 G.9.

**BACKGROUND**

Pursuant to the approval of the Tess Creek Estates subdivision (Developer - Forest Home Investors, LLC), easements are required to construct, maintain, and operate storm drainage and a temporary turnaround cul-de-sac. It is necessary to install these easements on property located at 11595 and 11600 West Forest Home Avenue (CTH OO), tax key numbers 796-9987-001 and 751-9001-000.

Additionally, the City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said agreement and easements, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

None

**RECOMMENDATION**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution for acceptance of a storm water facilities maintenance agreement and easements for storm drainage, storm water management access, and temporary turnaround at 11595 and 11600 West Forest Home Avenue (TKNs 796-9987-001 and 751-90010-000).

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES  
MAINTENANCE AGREEMENT AND EASEMENTS FOR STORM DRAINAGE,  
STORM WATER MANAGEMENT ACCESS, AND TEMPORARY TURNAROUND AT  
11595 AND 11600 WEST FOREST HOME AVENUE  
(TKNS 796-9987-001 AND 751-9001-000)

---

WHEREAS, pursuant to the approval of the Tess Creek Estates subdivision (Developer - Forest Home Investors, LLC), easements are required to construct, maintain and operate storm drainage and a temporary turnaround cul-de-sac on properties located at 11595 and 11600 West Forest Home Avenue, TKN 796-9987-001 and 751-9001-000; and

WHEREAS, it is necessary to install said easements on said properties; and

WHEREAS, storm water facilities are required to meet quantity and quality standards;  
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_

Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

TESS CREEK ESTATES  
11600 West Forest Home Avenue  
Tax Keys 796-9987-001 & 751-9001-000

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Forest Home Investors, LLC, hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289, LOCATED IN THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.  
SAID LANDS CONTAINING 440,001 SQ. FT (10.101 ACRES) MORE OR LESS.  
(MEASURED TO THE MEANDER LINE)

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Subdivision known as Tess Creek Estates, hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated October 18, 2022 and erosion control plan dated March 31, 2023 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained

as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF

Forest Home Investors, LLC, Owner

By: \_\_\_\_\_  
Name: Ken Servi, Managing Member

STATE OF WISCONSIN)ss  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Ken Servi, Managing Member of Forest Home Investors, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED

By: \_\_\_\_\_ (Seal)  
Name: Karen L. Kastenson  
Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named John R. Nelson, Mayor and Karen L. Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

This instrument was drafted by the City Engineer for the City of Franklin.  
Form approved: \_\_\_\_\_  
Jesse A Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No \_\_\_\_\_

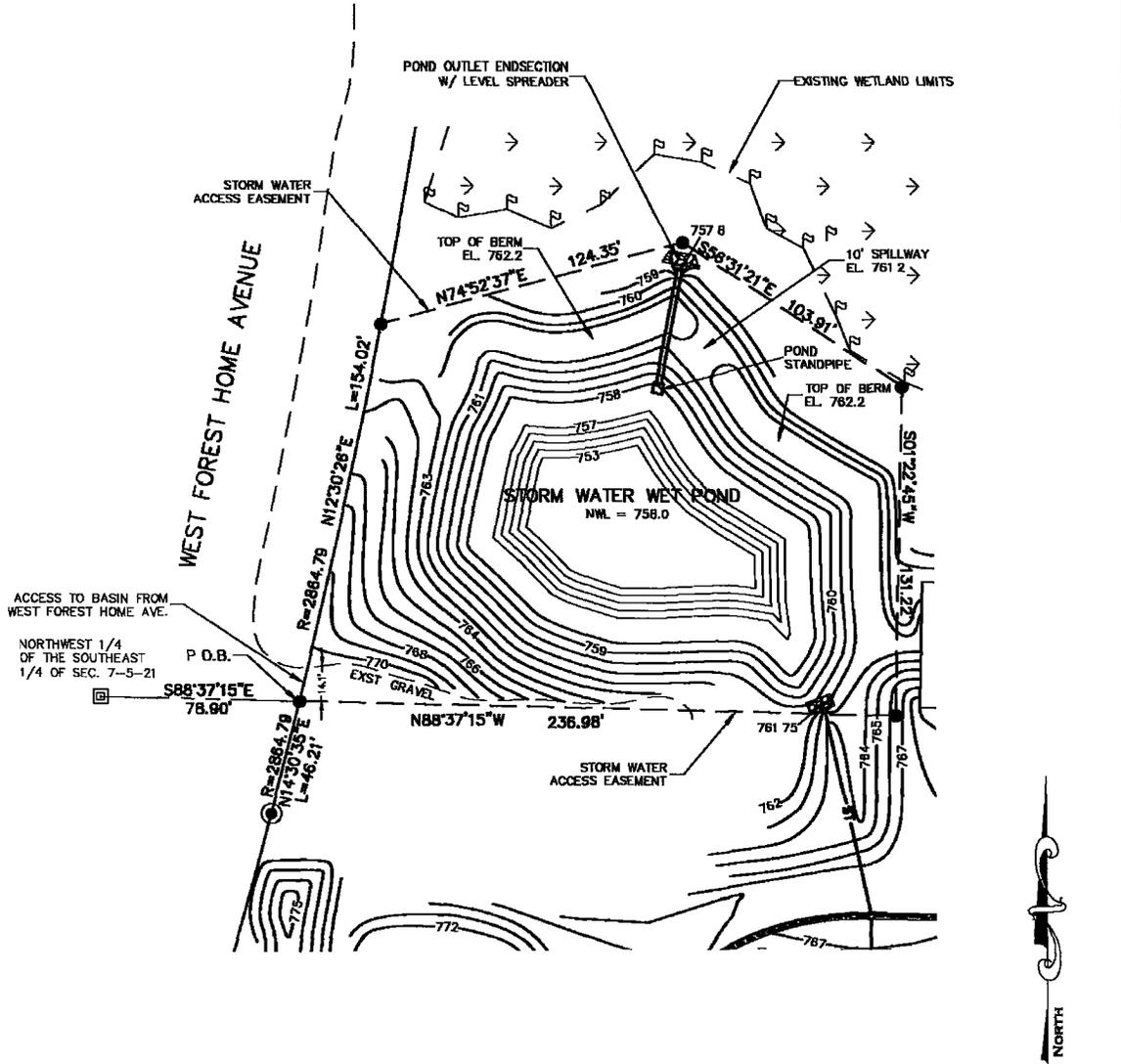
Normal Pool  Yes  No

Items Inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3. Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10. Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2. Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

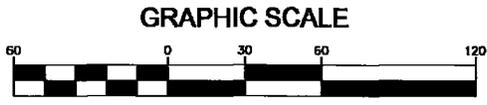
EXHIBIT "B"

# EXHIBIT B DEPICTION OF THE FACILITIES

SYSTEM DESCRIPTION SITE STORM WATER MANAGEMENT INCLUDES THE IMPLEMENTATION OF A STORM WATER POND LOCATED AT THE NORTHWEST END OF THE SUBJECT PROPERTY SITE DRAINAGE WILL BE DIRECTED VIA STORM SEWERS AND OVERLAND FLOW TO THE POND WHICH WILL PROVIDE WATER QUALITY AND QUANTITY CONTROL. THE OUTFLOW IS CONTROLLED BY A 48"x48" OUTLET STRUCTURE WITH A 24" OUTLET PIPE THAT DISCHARGES TO THE NORTH



**CJ**  
engineering  
civil design and consulting  
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Suite 214  
Milwaukee WI 53222  
PH (414) 843-1312  
www.cj-engineering.com



1 inch = 60 ft

CJE NO 193IRII  
NOVEMBER 18, 2022

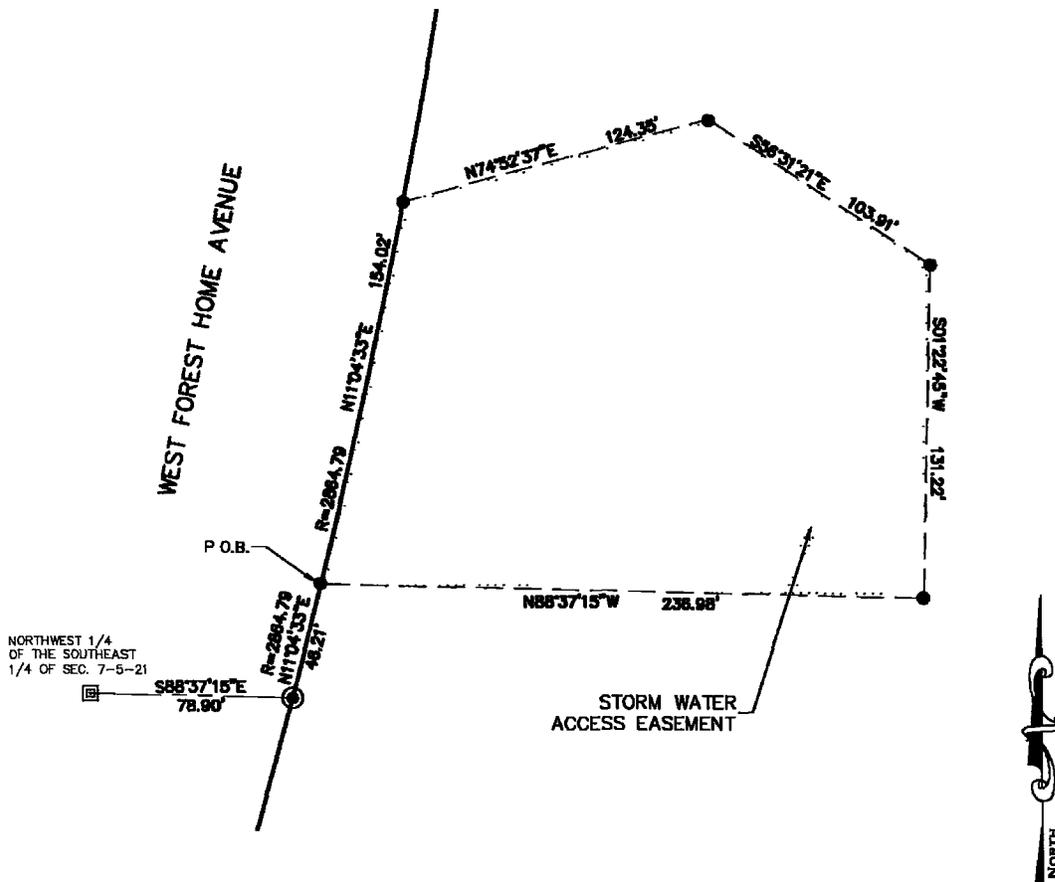
EXHIBIT "C"

# EXHIBIT C DESCRIPTION OF EASEMENT AREA

**STORM WATER EASEMENT LEGAL DESCRIPTION:**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO. 9289, LOCATED IN THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7-5-21, THENCE S 88°37'15" E, 78.90 FEET; THENCE 46.21 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2884.79, AND WHOSE CHORD BEARS N 14°30'35" E, 46.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING 154.02 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2884.79, AND WHOSE CHORD BEARS N 12°30'27" E, 154.01 FEET; THENCE N 74°52'37" E, 124.35 FEET; THENCE S 56°31'21" E, 103.91 FEET; THENCE S 01°22'45" W, 131.22 FEET; THENCE N 88°37'15" W, 236.98 FEET TO THE POINT OF BEGINNING.



**CJ**  
engineering  
civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee WI 53222  
PH (414) 443-1312  
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**STORM DRAINAGE EASEMENT**

TESS CREEK ESTATES  
11600 West Forest Home Avenue  
Tax Keys 796-9987-001 & 751-9001-000

**THIS EASEMENT is made by and between** the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and Forest Home Investors, LLC, a Limited Liability Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

**WITNESSETH**

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the “Facilities,” in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibit “B.”; and

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter and the Southeast Quarter of Section Seven (7), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

1. That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
  
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to

such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

ON THIS DATE OF: \_\_\_\_\_, 20\_\_

Forest Home Investors, LLC

By: \_\_\_\_\_  
Ken Servi, Managing Member

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named

\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
Ken Servi Managing Member Forest Home Investors, LLC

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

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

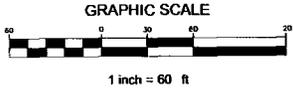
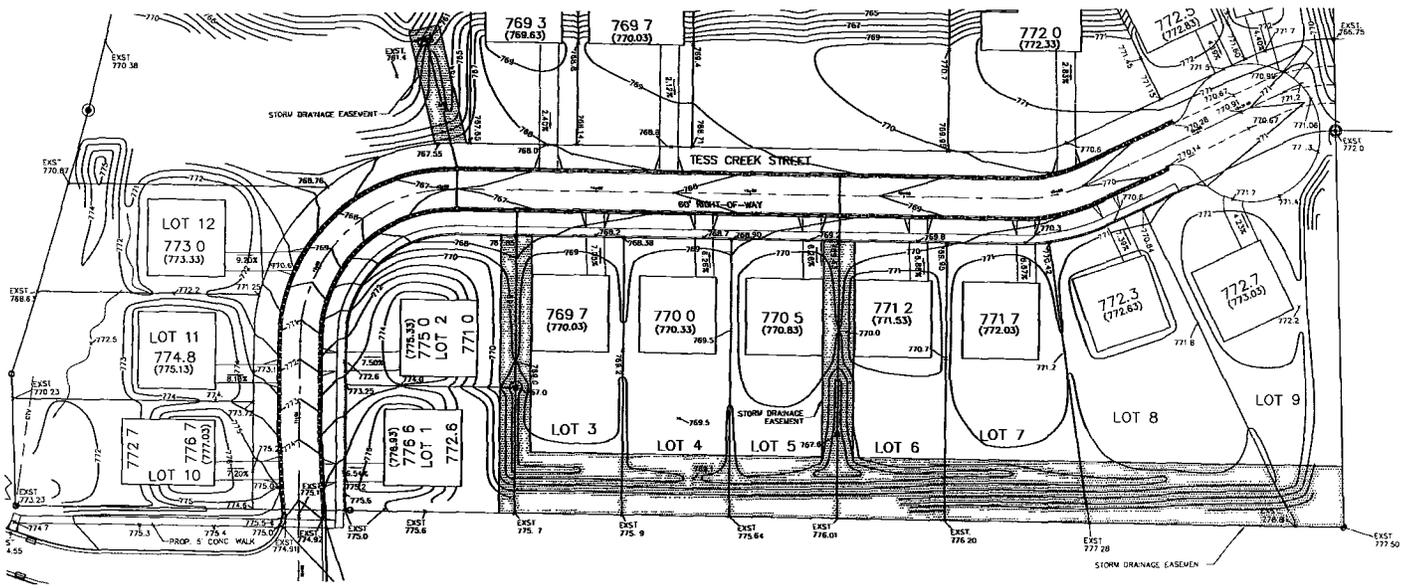


Exhibit A

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289, LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  AND THE NORTHEAST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.  
SAID LANDS CONTAINING 440,001 SQ. FT (10.101 ACRES) MORE OR LESS.  
(MEASURED TO THE MEANDER LINE)

## EXHIBIT B DEPICTION OF THE FACILITIES

SYSTEM DESCRIPTION S E STORM WATER MANAGEMENT INCLUDES THE IMPLEMENTATION OF A STORM WATER POND LOCATED AT THE NORTHWEST END OF THE SUBJECT PROPERTY. SITE DRAINAGE WILL BE DIRECTED VIA SWALES, STORM SEWERS AND OVERLAND FLOW TO THE POND WHICH WILL PROVIDE WATER QUALITY AND QUANTITY CONTROL.



## EXHIBIT C DESCRIPTION OF EASEMENT AREA

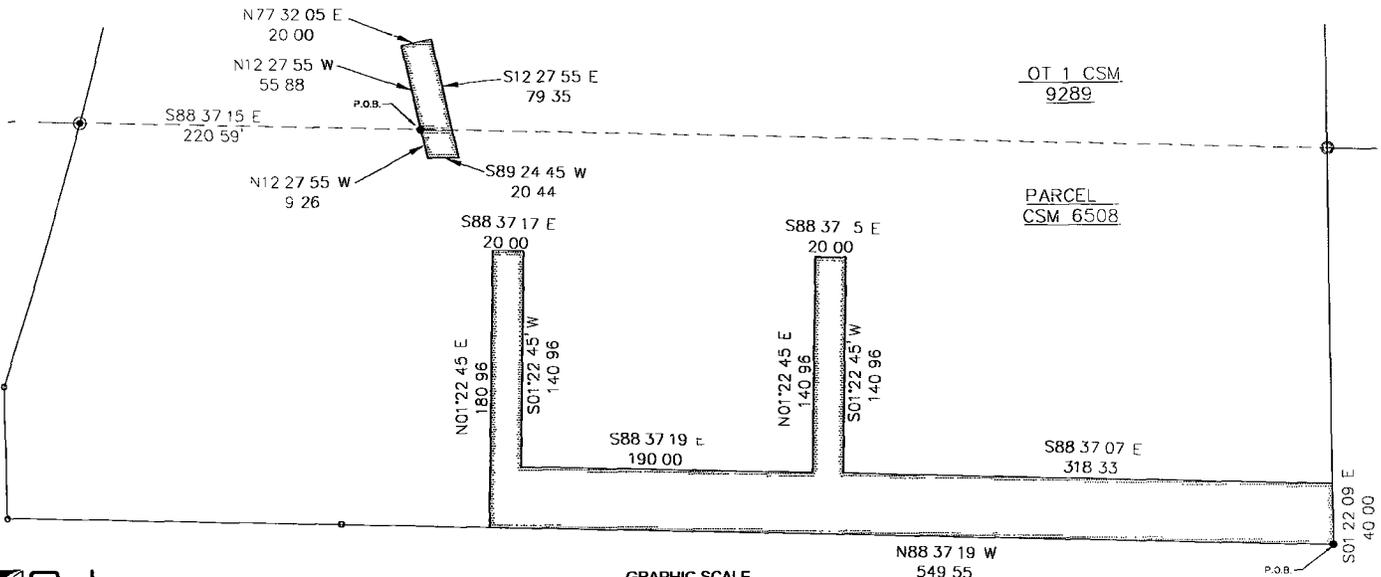
**STORM DRAINAGE EASEMENT LEGAL DESCRIPTION**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT OF CERTIFIED SURVEY MAP NO. 9289 LOCATED IN THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 7 TOWNSHIP 5 NORTH RANGE 2 EAST IN THE CITY OF RANKLIN MILWAUKEE COUNTY WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS.

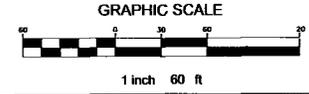
COMMENCING AT THE AT THE NORTHWEST CORNER OF PARCEL OF CERTIFIED SURVEY MAP NO 6508 THENCE S 88.37.5 E, 220.59 FEET TO THE POINT OF BEGINNING; THENCE N 2'27'55" W 55.88 FEET THENCE N 77'32'09" E 20.00 FEET THENCE S 2'27'55" E, 79.35 FEET THENCE S 89'24'45" W 20.44 FEET THENCE N 2'27'55" W 9.26 FEET TO THE POINT OF BEGINNING

ALONG WITH

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL OF CERTIFIED SURVEY MAP NO 6508 AND THE POINT OF BEGINNING; THENCE N 88.37.9 W 549.55 FEET THENCE N 01'22'45" E, 80.96 FEET THENCE S 88.37.7 E 20.00 FEET THENCE S 0'22'45" W 140.96 FEET THENCE S 88.37.9 E, 90.00 FEET THENCE N 0'22'45" E 40.96 FEET THENCE S 88.37.5 E 20.00 FEET THENCE S 0'22'45" W 40.96 FEET THENCE S 88.37.07 E 318.33 FEET THENCE S 0'22'09" E 40.00 FEET TO THE POINT OF BEGINNING



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NORTH

CJE NO. 1931RI  
NOVEMBER 18, 2022

# **STORM WATER MANAGEMENT ACCESS EASEMENT**

**TESS CREEK ESTATES  
11600 West Forest Home Avenue  
Tax Keys 796-9987-001 & 751-9001-000**

THIS EASEMENT is made by and between TESS CREEK ESTATES HOMEOWNERS ASSOCIATION, an unincorporated association and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and Forest Home Investors, LLC, a Limited Liability Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

## **WITNESSETH**

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property a storm water management basin as shown on the plan attached hereto as Exhibit "B.;" and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter and the Southeast Quarter of Section Seven (7), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity "

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF \_\_\_\_\_, 20\_\_

Forest Home Investors, LLC

By. \_\_\_\_\_ (Seal)

Name & Title: Ken Servi, Managing Member

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

Ken Servi, Managing Member of Forest Home Investors, LLC  
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as  
the voluntary act and deed of said corporation

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_ before me personally  
appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are  
respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument  
is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing  
assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to  
resolution file No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
( )  
My commission expires \_\_\_\_\_

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: \_\_\_\_\_

Name \_\_\_\_\_

Title. \_\_\_\_\_

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

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

Name: \_\_\_\_\_

Notary Public \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents

\_\_\_\_\_  
City Engineer  
Date: \_\_\_\_\_

Approved as to form only

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

Exhibit A

PARCEL 1 OF CERTIFIED SURVEY MAP NO 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289, LOCATED IN THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

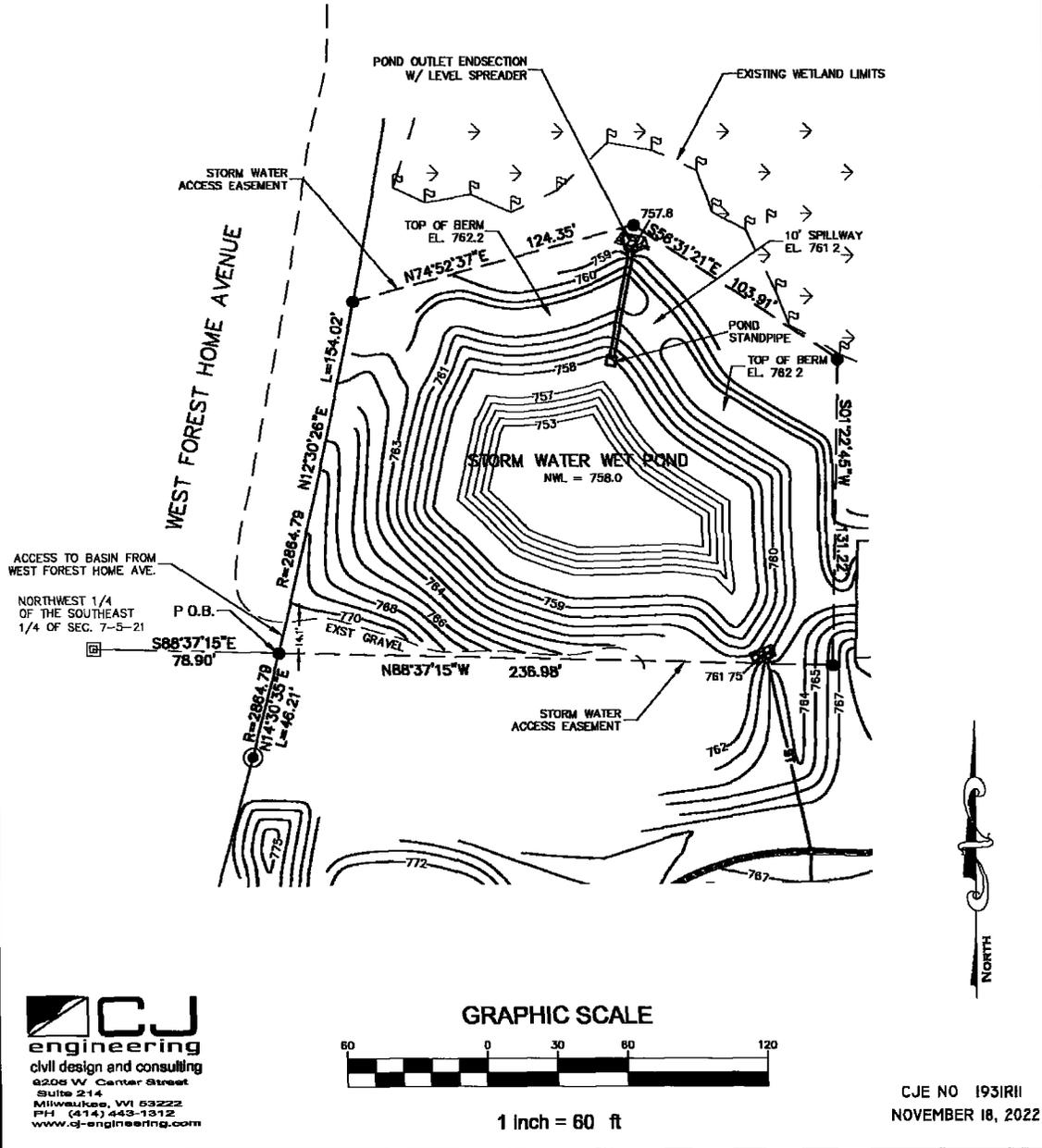
SAID LANDS CONTAINING 440,001 SQ FT (10.101 ACRES) MORE OR LESS  
(MEASURED TO THE MEANDER LINE)

Exhibit B

# EXHIBIT B

## DEPICTION OF THE FACILITIES

SYSTEM DESCRIPTION SITE STORM WATER MANAGEMENT INCLUDES THE IMPLEMENTATION OF A STORM WATER POND LOCATED AT THE NORTHWEST END OF THE SUBJECT PROPERTY SITE DRAINAGE WILL BE DIRECTED VIA STORM SEWERS AND OVERLAND FLOW TO THE POND WHICH WILL PROVIDE WATER QUALITY AND QUANTITY CONTROL. THE OUTFLOW IS CONTROLLED BY A 48"X48" OUTLET STRUCTURE WITH A 24" OUTLET PIPE THAT DISCHARGES TO THE NORTH



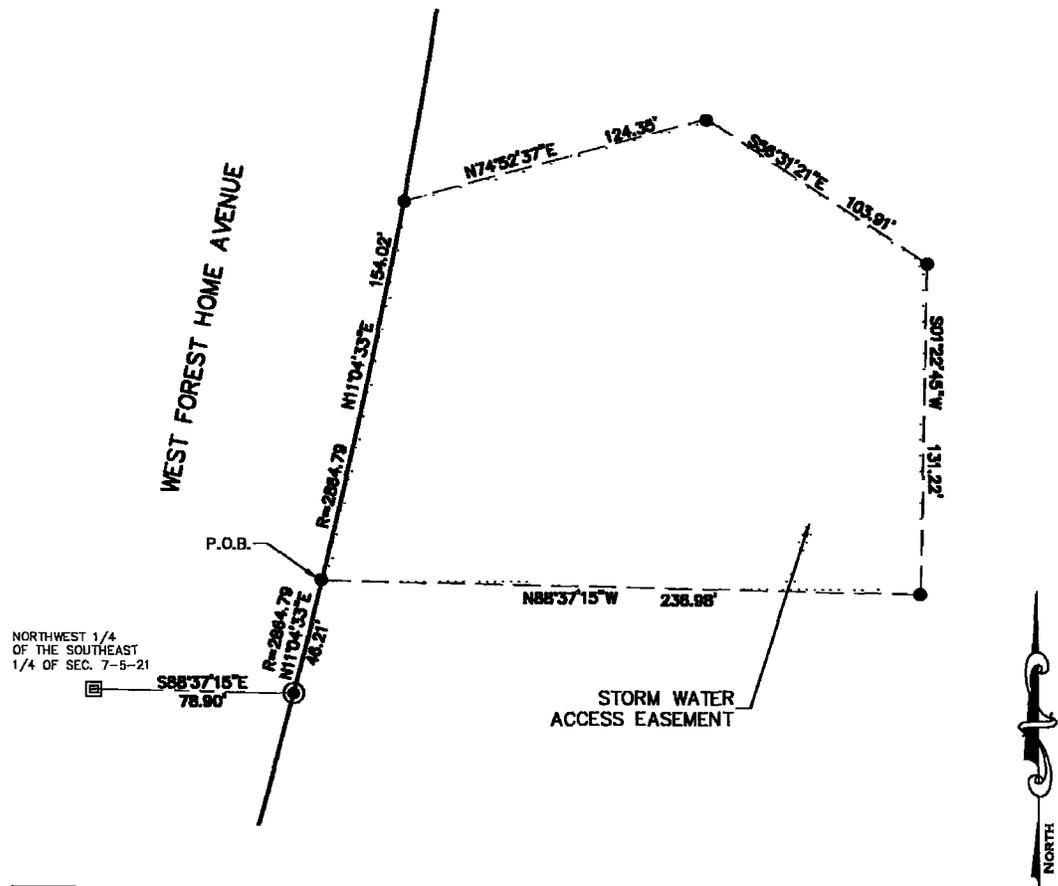
# EXHIBIT C

## DESCRIPTION OF EASEMENT AREA

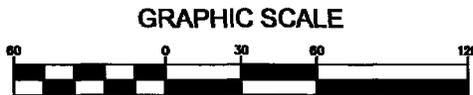
**STORM WATER EASEMENT LEGAL DESCRIPTION:**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO. 9289, LOCATED IN THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7-5-21; THENCE S 88°37'15" E, 78.90 FEET; THENCE 48.21 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864.79, AND WHOSE CHORD BEARS N 14°30'35" E, 48.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING 154.02 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864.79, AND WHOSE CHORD BEARS N 12°30'27" E, 154.01 FEET; THENCE N 74°52'37" E, 124.35 FEET; THENCE S 56°31'21" E, 103.91 FEET; THENCE S 01°22'45" W, 131.22 FEET; THENCE N 88°37'15" W, 236.98 FEET TO THE POINT OF BEGINNING



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 PH: (414) 443-1312  
 www.cj-engineering.com



1 inch = 60 ft

CJE NO 193IRII  
 NOVEMBER 18, 2022

**TEMPORARY TURN AROUND EASEMENT**

Tess Creek Estates  
11600 West Forest Home Avenue  
Tax Keys 796-9987-001 & 751-9001-000

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

**WITNESSETH**

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable, the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities", in, upon and across said portion of the Property a temporary turn around easement, all as shown on the plan attached hereto as Exhibit "A"

NOW THEREFORE, in consideration of the grant of the easement hereinafter described, the installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive temporary turn around easement, more particularly described on Exhibit "A" attached hereto (the "Easement area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury, or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence: provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity".
3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claim for personal injuries or property damage caused by any negligence or willful acts or omissions

of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.

6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned, or delayed.

7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors, and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

9. The City and Grantor each hereby waive all rights of subrogations that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy or insurance and that each party shall notify the other if such party's insurance would be so invalidated.

10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees

11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereby shall be construed as, or constitute, a waiver of acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law

14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin

15. Upon completion of the use of the Easement Area for the specific use as a temporary turnaround, the City shall cause the prompt restoration to a smooth surface contour and neat condition, restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A"

16. Upon completion of use of the Easement Area for the specific use as a temporary turnaround and the restoration of the Easement Area by the City, the easement shall be terminated by

recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties, and liabilities created shall terminate.

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

ON THIS DATE OF: \_\_\_\_\_, 20\_\_\_\_

By: Forest Home Investors, LLC

By: \_\_\_\_\_  
Ken Servi, Managing Member

STATE OF WISCONSIN)  
SS  
COUNTY OF MILWAUKEE)

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, A.D 20\_\_\_\_, the above named \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
Ken Servi Managing Member Forest Home Investors, LLC  
to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN )  
SS  
COUNTY OF MILWAUKEE)

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

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
My commission expires \_\_\_\_\_



Exhibit A

(Description of the Property)

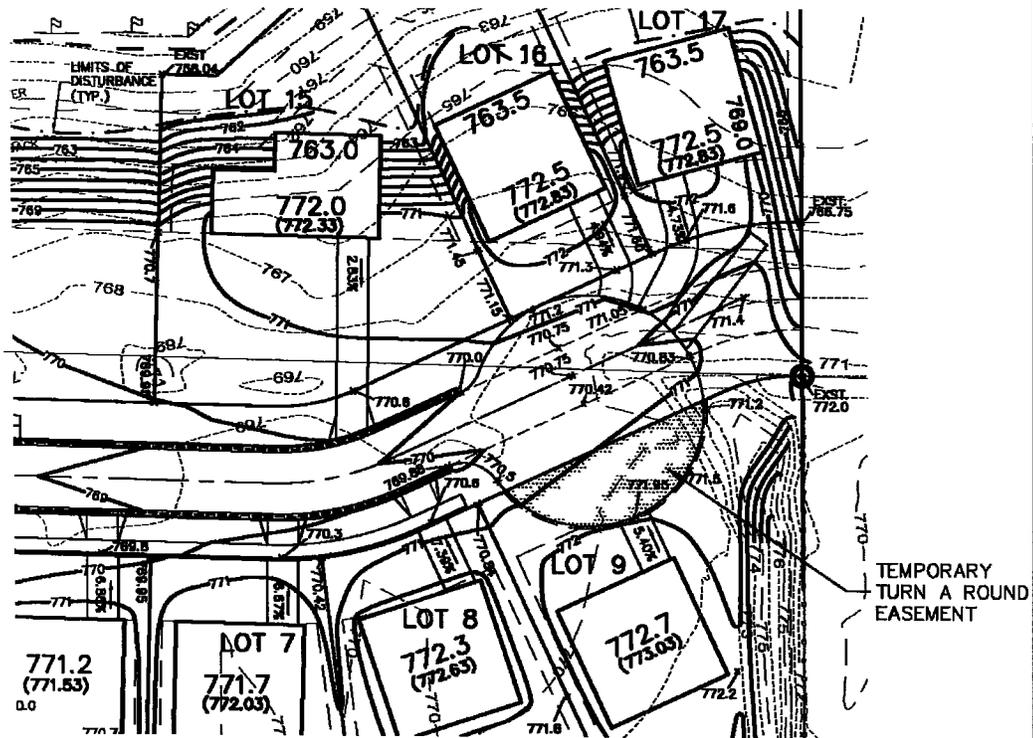
PARCEL 1 OF CERTIFIED SURVEY MAP NO 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289, LOCATED IN THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.  
SAID LANDS CONTAINING 440,001 SQ. FT (10.101 ACRES) MORE OR LESS.  
(MEASURED TO THE MEANDER LINE)

Exhibit B

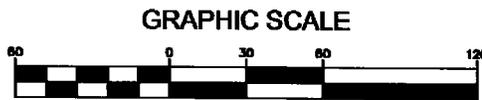
# CITY OF FRANKLIN

## EXHIBIT "B"

DEPICTION OF THE FACILITIES



  
civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH (414) 443-1312  
www.cj-engineering.com



1 inch = 60 ft

CJE NO 193IR13  
FEBRUARY 10, 2023

Exhibit C

# CITY OF FRANKLIN EXHIBIT "C"

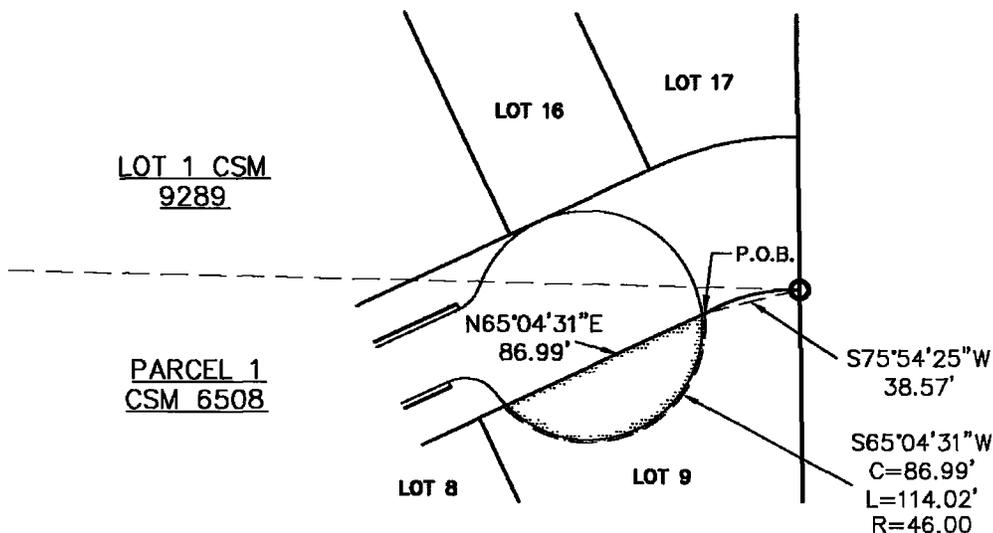
## DESCRIPTION OF EASEMENT AREA

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO. 9289 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



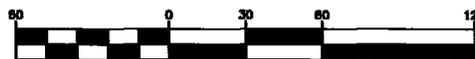
EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1 CSM 6508, THENCE S 75°54'25" W, 38.57 FEET TO THE POINT OF BEGINNING, THENCE 114.02 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 46.00 AND WHOSE CHORD BEARS S 65°04'31" W, 86.99 FEET; THENCE N 65°04'31" E, 86.99 FEET TO THE POINT OF BEGINNING.



**CJ**  
engineering  
civil design and consulting  
9205 W Center Street  
Suite 214  
Milwaukee, WI 53222  
PH (414) 443-1312  
www.cj-engineering.com

GRAPHIC SCALE



1 inch = 60 ft

CJE NO. 193IR13  
FEBRUARY 10, 2023

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>10/17/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Recommendation for 2024 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including Health Insurance, Wellness, Health and Wellness Supplementary Programs, Dental Insurance, and Related Contracts.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.10.</p>

Below is information relative to each element of the City's Health Insurance, Wellness, Health and Wellness Supplementary Programs, Dental Insurance Plan, and related contracts for 2024, and a recommendation on the same. Attached, as *Exhibit A*, is a draft of the 2024 Budget along with a comparison to the 2023 Adopted Budget.

The items in bold text are recommended changes for 2024.

Since the City performed an RFP process for the benefits consulting partner and previously contracted for that work for 2023, it is not part of this recommendation for 2024.

*The Personnel Committee is considering this item at their October 16, 2023, meeting, and any recommendation made by the Committee will be presented to the Common Council at the Meeting.*

**RECOMMENDATION**

Staff recommends that the Common Council approve the following proposed plan elements for 2024:

1. Continuation of UMR as the Third-Party Administrator (TPA) for the City's two (2) health insurance plans, PPO and HDHP, as well as the administrator to manage the Health Reimbursement Arrangement (HRA) Program and COBRA Program, as an extension to the existing three-year agreement which goes through 2024. The City's experience with this provider has been favorable.
2. Changes to overall premiums and employee premium shares for 2024 health insurance are detailed in *Exhibit B*. Due to higher-than-anticipated claims costs over the past year, premiums and employee premiums will need to be increased for the first time in over 5 years.
3. Continue the primary care model for the health insurance premium incentive. This entails that employees/spouses submit proof that they have undergone an annual, age and gender-specific physical and corresponding bloodwork to receive the preferred/wellness rate for the health insurance plan for the following year. For 2024, with only 3 weeks until the deadline, only 60% of our employees have met this requirement. The annual physical is recommended to be completed through Nice Healthcare since there is no cost to the employee or spouse.
4. Continue with the Health Savings Account (HSA) contributions in 2024, at annual amounts of \$750 for a single plan and \$1,500 for a family plan. These contributions will continue to be distributed monthly.
5. The current HSA agreement with Associated Bank will not change. A three-year renewal was accepted last year as it extended the waiver of monthly service fees for accounts with balances less than \$1,000, and there were no monthly service fees for accounts with balances of \$1,000 or more. A renewal agreement/amendment was processed as part of last year's budget and benefit acceptance. The City's experience with this provider has been favorable.

6. Continue with the Health Reimbursement Arrangement (HRA) for 2024, up to \$1,250 for a single plan and up to \$2,500 for a family plan, which provides coverage for employees enrolled in the High Deductible Health Plan (HDHP), to help offset deductible and out-of-pocket costs. **The HRA becomes available once the employee reaches the access point of \$1,600 for a single plan and \$3,200 for a family plan. Due to an IRS regulatory adjustment for qualified high-deductible health plans, these access points had to increase slightly from \$1,500/\$3,000. This requirement also changes the individual deductible on a family plan from \$3,000 to \$3,200. The out-of-pocket maximum is not being changed.**
7. Remove the below language from the Health Plan Summary Plan Description. This continuation is no longer necessary now that pre-existing conditions are no longer excluded from insurance plans.
  - **If, at the time coverage terminates, a Covered Person is Totally Disabled, benefits will be paid for charges incurred before the earlier of:**
    - The date the Covered Person is no longer Totally Disabled; or
    - 12 months from the date coverage would have ended

Benefits will be paid only for the illness for which the Covered Person is Totally Disabled and only to the extent that benefits would have been paid if the coverage had not been terminated. COBRA coverage, if elected, will run concurrently with this extension of benefits period, subject to all COBRA regulations and premium payments as described in this document.

8. Continue with the Nice Healthcare Program; a one-year renewal with a yearly price increase of \$60 per employee is recommended. The City's experience with this provider has been favorable.
9. **Go365, the wellness program offered by Humana, won't be offered in 2024. This is not the City's decision; the provider is discontinuing the program in 2024.**
10. Continue with Serve You Rx as the Pharmacy Benefit Manager. Serve You provided us with enhanced pricing effective 10/1/23. The City's experience with this provider has been favorable.
11. Continue with Symetra as the provider/administrator of the stop loss protection. **The recommended renewal offer for this coverage with Symetra is at the \$90,000 specific deductible with an increase of 10.9%. This represents an increase over approximately \$67,000 but is approximately \$57,000 below the current \$80,000 specific deductible renewal, which would be an increase of 10.9%, as illustrated in *Exhibit C*. The City's experience with this provider has been favorable.**
12. Continue with Prudential as the provider for both the City's life insurance and long-term disability plans under a three-year agreement that goes through 2024. The City's experience with this provider has been favorable.
13. Continue with Delta Dental as the Third-Party Administrator for the City's dental plan under a three-year agreement through 2024. The City's experience with this provider has been favorable. **Add an optional HMO plan, CarePlus, to the dental offering, providing a choice to the employee. This dual-choice option will include orthodontic coverage, which many employees have requested, but at a cheaper premium, as coverage must be obtained at a limited network of providers.**
14. Continue with VSP as the City's voluntary vision plan provider. VSP has extended its initial rate guarantee through 2025. The City's experience with this provider has been favorable.
15. Continue with the flexible spending program through Employee Benefits Corporation, including dependent care, standard health care, and limited health care. Rates will remain the same for 2024. The City's experience with this provider has been favorable.
16. Continue with the USI Benefit Resource Center, at no additional cost, for employees to provide another point of contact for items such as (1) customer service representatives to assist with finding providers; (2) obtaining detailed benefits information; (3) assisting with the open enrollment process; (4) being able to answer just about any question posed regarding the City's insurance benefits; (5) a repository for the City's Plan Documents; and (6) videos and tutorials that are available on demand for employees.

All items included in this recommendation are consistent with the Mayor's Recommended 2024 Budget. These recommendations are similar to prior budgets, striving to contain overall plan costs, engage employees, and provide sufficient benefits to attract and retain quality employees.

**COUNCIL ACTION REQUESTED**

Motion to approve the 2024 employee benefit-related coverages, carriers, and premium shares, as outlined herein, including health insurance, wellness, health and wellness supplementary programs, and dental insurance; authorize the Director of Administration to execute the appropriate related contracts and authorize Human Resources to incorporate the approved changes into the Employee Handbook.

DOA – KH / HR - DZ

**EXHIBIT A**

**BUDGET REPORT FOR CITY OF FRANKLIN**  
Fund: 75 SELF-INSURANCE FUND

GL NUMBER	DESCRIPTION	2024 MAYOR RECOMMEND BUDGET	2024 DEPT REQUEST BUDGET	2023 PROJECTED ACTIVITY	2023 ORIGINAL BUDGET	2022 ACTIVITY	2021 ACTIVITY
<b>ESTIMATED REVENUES</b>							
<b>Dept 0000 - GENERAL</b>							
75-0000-4711 *	INTEREST ON INVESTMENTS	148,000	148,000	140,000	15,000	49,122	48,685
75-0000-4713	INVESTMENT GAINS/LOSSES					(11,235)	(49,445)
75-0000-4781	REFUNDS/REIMBURSEMENTS			830		2,807	
	Totals for dept 0000 - GENERAL	148,000	148,000	140,830	15,000	40,694	(760)
<b>Dept 5010 - MEDICAL INSURANCE</b>							
75-5010-4701	GROUP HEALTH CHARGES-CITY	710,020	710,020	689,200	689,200	701,309	722,956
75-5010-4704	GROUP HEALTH CHG-MEDICAL-EMPLOYEE	167,795	167,795	180,000	180,000	181,879	204,323
75-5010-4706	STOP LOSS PREMIUM REBATE			15,000			48,415
75-5010-4707	PHARMACY RX REBATES	45,000	45,000	43,300	43,300	36,415	43,303
	Totals for dept 5010 - MEDICAL INSURANCE	922,815	922,815	927,500	912,500	919,603	1,018,997
<b>Dept 5011 - COBRA - TRADITIONAL PLAN</b>							
75-5011-4703	COBRA- GROUP HEALTH CHARGES			6,800			196
	Totals for dept 5011 - COBRA - TRADITIONAL PLAN			6,800			196
<b>Dept 5012 - MEDICAL HIGH DEDUCTIBLE</b>							
75-5012-4701	GROUP HEALTH CHARGES-CITY	2,575,120	2,575,120	1,600,000	1,600,000	1,656,153	1,441,871
75-5012-4704	GROUP HEALTH CHARGES-EMPLOYEE	370,010	370,010	295,000	295,000	259,594	245,614
75-5012-4707	RX CLAIM REBATES			81,000	38,000	40,303	15,806
	Totals for dept 5012 - MEDICAL HIGH DEDUCTIBLE	2,945,130	2,945,130	1,976,000	1,933,000	1,956,050	1,703,291
<b>Dept 5016 - COBRA - HIGH DEDUCTIBLE PLAN</b>							
75-5016-4703	GRP HEALTH CHRGS - COBRA HIGH DEDU					2,488	1,759
	Totals for dept 5016 - COBRA - HIGH DEDUCTIBLE PLAN					2,488	1,759
<b>Dept 5020 - DENTAL INSURANCE</b>							
75-5020-4701	DENTAL CHARGES - CITY ACTIVE	145,000	145,000	87,455	122,400	98,798	118,882
75-5020-4703	GROUP HEALTH CHARGES-RETIREE	3,000	3,000	2,476	3,000	2,592	2,592
75-5020-4704	DENTAL - GRP HEALTH	70,000	70,000	47,032	60,000	51,252	54,455
	Totals for dept 5020 - DENTAL INSURANCE	218,000	218,000	136,963	185,400	152,642	175,929
<b>Dept 5021 - COBRA - DENTAL ACTIVE</b>							
75-5021-4703	COBRA-GROUP DENTAL CHARGES-ACTIV			1,928			196
	Totals for dept 5021 - COBRA - DENTAL ACTIVE			1,928			196
<b>Dept 5025 - DENTAL - RETIREE</b>							
75-5025-4703	RETIREE DENTAL-RETIREE			1,113		1,266	
	Totals for dept 5025 - DENTAL - RETIREE			1,113		1,266	
<b>Dept 5026 - COBRA - DENTAL - RETIREE</b>							
75-5026-4703	COBRA-RETIREE-DENTAL CHARGES-RET						239
	Totals for dept 5026 - COBRA - DENTAL - RETIREE						239
	TOTAL ESTIMATED REVENUES	4,233,945	4,233,945	3,191,134	3,045,900	3,072,743	2,899,847
<b>APPROPRIATIONS</b>							
<b>Dept 0147 - ADMINISTRATION</b>							

**BUDGET REPORT FOR CITY OF FRANKLIN**  
**Fund: 75 SELF-INSURANCE FUND**

GL NUMBER	DESCRIPTION	2024 MAYOR RECOMMEND BUDGET	2024 DEPT REQUEST BUDGET	2023 PROJECTED ACTIVITY	2023 ORIGINAL BUDGET	2022 ACTIVITY	2021 ACTIVITY
<b>APPROPRIATIONS</b>							
<b>Dept 0147 - ADMINISTRATION</b>							
75-0147-5199	ALLOCATED PAYROLL COST	48,515	48,515	47,100	47,100	47,100	47,100
Totals for dept 0147 - ADMINISTRATION		48,515	48,515	47,100	47,100	47,100	47,100
<b>Dept 0151 - FINANCE</b>							
75-0151-5491	BANK FEES	2,700	2,700	2,700	2,700	2,393	
Totals for dept 0151 - FINANCE		2,700	2,700	2,700	2,700	2,393	
<b>Dept 5010 - MEDICAL INSURANCE</b>							
75-5010-5501	IncurMedClaimCurrentYrActive	700,000	700,000	600,000	600,000	163,461	447,596
75-5010-5502	PRESCRIPTION DRUG CLAIMS - ACTIVE			180,000	180,000	149,889	93,116
75-5010-5503	CLAIM FEES - ACTIVE	45,000	45,000	75,672	85,000	75,609	85,479
75-5010-5504	MISC WELLNESS EXP - ACTIVE	140,000	140,000	34,004	34,000	35,566	28,299
75-5010-5505	STOP LOSS PREMIUMS - ACTIVE			129,466	180,000	146,195	175,676
75-5010-5506	REFUNDS-STOP LOSS COV - ACTIVE			(7,644)			
75-5010-5507	SECTION 125-FLEX & MISC EXP - ACT	100,000	100,000	(350)	1,300	1,746	(4,527)
75-5010-5509	INCURRED CLAIM-PR YR - ACTIVE	1,100	1,100	113,799	100,000	68,860	160,353
75-5010-5580	ACA TRANSITIONAL REINSURANCE FEES	1,100	1,100	1,598	1,100	865	1,311
Totals for dept 5010 - MEDICAL INSURANCE		986,100	986,100	1,126,545	1,181,400	642,191	987,303
<b>Dept 5011 - COBRA - TRADITIONAL PLAN</b>							
75-5011-5501	COBRA-Incur Claim-Current Year					458	6,842
75-5011-5502	COBRA-PRESCRIPTION DRUG CLAIMS						1,407
75-5011-5509	COBRA-HEALTH-INCURRED CLAIM-PRIOR					2,159	862
Totals for dept 5011 - COBRA - TRADITIONAL PLAN						2,617	9,111
<b>Dept 5012 - MEDICAL HIGH DEDUCTIBLE</b>							
75-5012-5162	EMPLOYER HSA CONTRIBUTION	177,000	177,000	131,255	154,500	140,625	135,625
75-5012-5501	INCURRED CLAIM-CURRENT YEAR	2,232,000	2,232,000	1,359,297	1,140,000	1,250,225	971,770
75-5012-5502	PRESCRIPTION DRUG CLAIMS	490,000	490,000	232,667	198,000	203,180	108,875
75-5012-5503	CLAIM FEES	102,000	102,000	97,165	102,000	95,146	101,349
75-5012-5505	STOP LOSS PREMIUMS	503,000	503,000	393,773	370,000	349,305	357,647
75-5012-5506	REFUNDS-STOP LOSS COVERAGE			(140,155)		(21,045)	(99,496)
75-5012-5509	INCURRED CLAIM-PRIOR YEAR	125,000	125,000	290,428	125,000	116,084	131,447
Totals for dept 5012 - MEDICAL HIGH DEDUCTIBLE		3,629,000	3,629,000	2,364,430	2,089,500	2,135,520	1,707,217
<b>Dept 5016 - COBRA - HIGH DEDUCTIBLE PLAN</b>							
75-5016-5501	INCURRED CLAIM-CURRENT YEAR				1,000	454	482
75-5016-5509	INCURRED CLAIM-PRIOR YEAR				1,000	454	482
Totals for dept 5016 - COBRA - HIGH DEDUCTIBLE PLAN					1,000	454	482
<b>Dept 5020 - DENTAL INSURANCE</b>							
75-5020-5501	Incur Dental Claim-Current Yr	175,000	175,000	170,000	140,000	140,495	154,470
75-5020-5503	DENTAL CLAIM FEES	11,462	11,462	11,462	8,500	5,378	14,461
75-5020-5509	DENTAL-INCURRED CLAIM-PRIOR YEAR	10,000	10,000	9,000	9,000	7,477	13,162
Totals for dept 5020 - DENTAL INSURANCE		196,462	196,462	190,462	157,500	153,350	182,093
<b>Dept 5021 - COBRA - DENTAL ACTIVE</b>							
75-5021-5501	COBRA-DentalIncurClaimCurYr			3,000		3,803	4,416

**BUDGET REPORT FOR CITY OF FRANKLIN**  
**Fund: 75 SELF-INSURANCE FUND**

GL NUMBER	DESCRIPTION	2024 MAYOR RECOMMEND BUDGET	2024 DEPT REQUEST BUDGET	2023 PROJECTED ACTIVITY	2023 ORIGINAL BUDGET	2022 ACTIVITY	2021 ACTIVITY
<b>APPROPRIATIONS</b>							
<b>Dept 5021 - COBRA - DENTAL ACTIVE</b>							
75-5021-5503	COBRA-DENTAL-CLAIM FEES			35		43	601
75-5021-5509	COBRA-DENTAL-INCURRED CLAIM-PRIOR					286	
	Totals for dept 5021 - COBRA - DENTAL ACTIVE			3,035		4,132	5,017
<b>Dept 5025 - DENTAL - RETIREE</b>							
75-5025-5501	Dental-Retiree-IncurClaim-CurrYr			2,000		4,636	7,248
75-5025-5503	DENTAL CLAIM FEES-RETIREE-CURRENT			10		72	145
75-5025-5509	DENTAL CLAIMS -PRIOR YEAR- RETIREE						128
	Totals for dept 5025 - DENTAL - RETIREE			2,010		4,708	7,521
	<b>TOTAL APPROPRIATIONS</b>	<b>4,862,777</b>	<b>4,862,777</b>	<b>3,736,282</b>	<b>3,479,200</b>	<b>2,992,465</b>	<b>2,945,844</b>
	<b>NET OF REVENUES/APPROPRIATIONS - FUND 75</b>	<b>(628,832)</b>	<b>(628,832)</b>	<b>(545,148)</b>	<b>(433,300)</b>	<b>80,278</b>	<b>(45,997)</b>
	BEGINNING FUND BALANCE	2,732,763	2,732,763	3,277,911	3,277,911	3,197,633	3,243,631
	ENDING FUND BALANCE	2,103,931	2,103,931	2,732,763	2,844,611	3,277,911	3,197,634
<b>DEPARTMENT 0000 GENERAL</b>							
4711	INTEREST ON INVESTMENTS						
	FOOTNOTE AMOUNTS	148,000	148,000	140,000			
	Interest earnings on \$3,500,000 fund balance @4.25%						
	DEPT '0000' TOTAL	148,000	148,000	140,000			

## EXHIBIT B

	2023		11 months	
	Monthly Prem	EE / Month	ER / Month	ER Annual
family - HDHP	1,724.74	232.26	1,368.11	16,417.28
single - HDHP	714.88	96.02	567.29	6,807.46
family - PPO	1,899.72	386.00	1,387.58	16,650.92
single - PPO	790.54	160.00	578.00	6,935.94
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**EXHIBIT C**

Specific Stop Loss		Current	Renewal	Option 1	Option 2	Option 3	Option 4
Carrier		Symetra	Symetra	Symetra	Berkshire Hathaway	Swiss Re	HCC
Carrier Rating		A	A	A	A++	A+	A++
TPA		UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice +	UHC Choice +	UHC Choice +	UHC Choice +	UHC Choice +	UHC Choice +
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR
PBM		Serve/You Rx	Serve/You Rx	Serve/You Rx	Serve/You Rx	Serve/You Rx	Serve/You Rx
Stop Loss Commission		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Specific Contract		Paid (36/12)	Paid (48/12)	Paid (48/12)	24/12	24/12	24/12
Specific Deductible		\$80,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Aggregating Specific Deductible		\$75,000	\$75,000	\$88,500	\$75,000	\$75,000	\$75,000
NML RC Included		Yes	Yes	Yes	Yes	Yes	Yes
RC %		50%	50%	50%	50%	50%	50%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Experience Refund		Yes	Yes	Yes	Yes	Yes	Yes
<b>Lives</b>							
Single Premium	56	\$131.63	\$143.93	\$141.08	\$97.65	\$175.65	\$134.07
Family Premium	138	\$318.01	\$353.51	\$346.51	\$280.02	\$433.58	\$354.34
Composite	194	\$264.21	\$293.01	\$287.21	\$210.26	\$359.13	\$290.76
Monthly Specific Premium		\$51,256.66	\$56,844.46	\$55,718.86	\$40,791.16	\$69,670.44	\$56,406.84
Annual Specific Premium		\$615,078.92	\$682,133.52	\$668,626.32	\$489,493.92	\$836,045.28	\$676,982.08
% Difference			10.90%	8.71%	-20.42%	35.92%	10.05%
Firm Through		Firm 10/26	Firm 10/26	Firm 10/26	Firm 10/26	Illustrative	Illustrative
<b>Lasers</b>							
<b>Aggregate Stop Loss</b>							
Aggregate Contract		Paid (60/12)	Paid (48/12)	Paid (48/12)	24/12	24/12	24/12
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%
Aggregate TLO		No	No	No	No	No	No
Agg Accommodation		No	No	No	No	No	No
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>Total Lives</b>	<b>194</b>						
Composite Agg		\$8.64	\$9.67	\$9.67	\$10.22	\$10.76	\$7.45
TLO Agg Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agg Accorn		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$8.64	\$9.67	\$9.67	\$10.22	\$10.76	\$7.45
Monthly Aggregate Premium		\$1,676.16	\$1,875.98	\$1,875.98	\$1,087.68	\$2,087.44	\$1,445.30
Annual Aggregate Premium		\$20,113.92	\$22,511.76	\$22,511.76	\$13,052.16	\$25,049.28	\$17,343.60
% Difference			11.92%	11.92%	-18.29%	24.54%	-13.77%
<b>Aggregate Attachment</b>							
Single Attachment	56	\$667.49	\$855.95	\$855.95	\$712.96	\$829.83	\$843.91
Family Attachment	138	\$1,635.83	\$2,087.95	\$2,076.13	\$2,033.93	\$2,033.93	\$1,891.39
Composite	194	\$1,366.31	\$1,732.32	\$1,732.32	\$1,682.64	\$1,686.35	\$1,589.02
Monthly Claims Liability		\$263,123.98	\$336,070.30	\$336,070.30	\$326,431.70	\$327,152.82	\$306,270.78
Annual Claims Liability		\$3,157,487.76	\$4,032,843.60	\$4,032,843.60	\$3,917,180.40	\$3,925,833.84	\$3,699,249.36
% Difference			27.72%	27.72%	-24.06%	24.33%	-17.16%
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$0.00	\$628,131.00	\$554,887.00
<b>Total Reinsurance Expense</b>							
Annual Fixed Premium		\$635,193.84	\$704,645.28	\$691,138.08	\$513,286.08	\$861,094.56	\$694,225.68
% Difference			10.95%	8.81%	-19.19%	35.56%	9.29%
Maximum Cost Liability w/o Laser(s)		\$3,792,681.60	\$4,737,488.88	\$4,723,981.68	\$4,430,466.48	\$4,786,928.40	\$4,393,475.04
% Difference			24.91%	24.56%	-16.82%	26.21%	-15.84%

\* Additional Laser Liability Total laser liability \* Specific deductible \* total number of lasered claimants  
Proprietary & Confidential

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">10-17-23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Reschedule Common Council and License Committee Meetings Due to the New Year and City offices being closed for the holiday, and for Certain Elections that Fall on Council Meeting Nights.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.11.</p>

The Common Council shall reschedule the January 2, 2024 Common Council and License Committee meetings to January 3, 2024 due to the meeting falling on a day the City offices are closed for the holiday.

The Common Council shall reschedule the February 20, 2024 Common Council and License Committee meetings to February 21, 2024 due to the meeting falling on an Election day.

The Common Council shall reschedule the April 2, 2023 Common Council and License Committee meetings to April 3, 2023 due to the meeting falling on an Election day.

The Common Council shall reschedule the November 5, 2024 Common Council and License Committee meetings to November 6, 2024 due to the meeting falling on an Election day.

**COUNCIL ACTION REQUESTED**

Motion to reschedule the Common Council and License Committee meetings of January 2, 2024 to January 3, 2024 due to the meeting falling on a date the City offices are closed for a holiday, and to reschedule the Common Council and License Committee meetings of February 20, 2024 to February 21, 2024 and to reschedule the Common Council and License Committee meetings of April 2, 2024 to April 3, 2024 and to reschedule the Common Council and License Committee meetings of November 5, 2024 to November 6, 2024 due to all three of those meetings falling on an Election day.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✕</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">An Ordinance to Amend §133-14 A.(4)(d)[2] of the Municipal Code to Increase the Time of Submission of an Application for a Permit to Display or Discharge Fireworks from Not Less Than Seven Days Prior to the Date of Such Display to Not Less Than Thirty Days Prior to the Date of Such Display to Allow More Time for Review and Consideration of the Application</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.12</p>

The Fire Department, as the issuing authority for commercial fireworks display permits in Franklin, is seeking approval of a change in Chapter 133 Fire Prevention, Protection and Control, of the Municipal Code, extending the deadline to apply for a permit for a fireworks display from seven days prior to the event, to a minimum of 30 days prior to the event.

The purpose of this change is to ensure that there is time to agendaize each event for review by the Licensing Committee as part of the Extraordinary Event review process, as has become standard practice, for the purposes of transparency, and to provide the opportunity for greater input and oversight of fireworks display events by elected officials.

**COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Amend §133-14 A.(4)(d)[2] of the Municipal Code to Increase the Time of Submission of an Application for a Permit to Display or Discharge Fireworks from Not Less Than Seven Days Prior to the Date of Such Display to Not Less Than Thirty Days Prior to the Date of Such Display to Allow More Time for Review and Consideration of the Application.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND §133-14 A.(4)(d)[2] OF THE MUNICIPAL CODE TO INCREASE THE TIME OF SUBMISSION OF AN APPLICATION FOR A PERMIT TO DISPLAY OR DISCHARGE FIREWORKS FROM NOT LESS THAN SEVEN DAYS PRIOR TO THE DATE OF SUCH DISPLAY TO NOT LESS THAN THIRTY DAYS PRIOR TO THE DATE OF SUCH DISPLAY TO ALLOW MORE TIME FOR REVIEW AND CONSIDERATION OF THE APPLICATION

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WHEREAS, the Fire Department having recommended a change to the amount of days prior to the date of a fireworks display or discharge in which an application needs to be submitted, from seven days prior to the event to thirty days prior to the event, to allow more time for a detailed review of the application and its submission to the License Committee and more time for its review and consideration; and

WHEREAS, the Common Council having considered the recommendation and having determined same to be reasonable and in the public interest.

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

SECTION 1: §133-14 A.(4)(d)[2] of the Municipal Code of the City of Franklin, Wisconsin, as it pertains to the time within which an application for a fireworks display or discharge event shall be submitted prior to the date of the event, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*: [2] Applications shall be submitted not less than ~~seven~~ thirty days prior to the date of such display.

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.

ORDINANCE NO. 2023-\_\_\_\_\_

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT AND STREET IMPROVEMENT FUNDS TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS IN STREET IMPROVEMENT OUTLAY, RECREATION/BIKE TRAIL OUTLAY AND PARKING LOT PAVEMENT RESURFACE OUTLAY TO THE PARKS CAPITAL IMPROVEMENT FUND FOR PICKLEBALL COURT REPAIR APPROPRIATIONS</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.13.</p>

**BACKGROUND**

On November 15, 2022, the Common Council adopted the 2023 Annual Budget. Ordinance No. 2022-2521 Section 10 indicates, "The Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification."

There were 3 projects within the Capital Improvement Fund and the Street Improvement Fund that have unspent appropriations.

1. 46-0331-5836: The Parking Lot Replacement at the Franklin Public Library has been completed with unspent appropriations of over \$100,000.
2. 46-0551-5833: The Cascade Trail Project is a project that has been placed on hold due to factors beyond the control of the City.
3. 47-0331-5823: The Local Street Improvement Program has unspent appropriations of over \$60,000.

The Engineering Department has requested that the above three (3) projects be transferred as a budget modification to fund the Pickleball Courts project elsewhere on the agenda. On August 1, 2023, Common Council authorized staff to advertise for bids on the rehabilitation of playing courts at Lions Legend Park 1. Bids were received and concluded the City to contract with DK Contractors, Inc in the amount of \$431,375.00.

**FISCAL NOTE**

The proposed budget amendment reclassifies these expenditures as Park expenditures and transfers existing appropriations from Street Improvement, Park Recreation and Highway to Parks. The fund change will reclassify funds from the Street Improvement Fund to the Capital Improvement Fund.

This budget amendment is needed facilitate the transfer of funds to support the additional appropriations for the pickleball courts project. The overall fiscal impact only transfers existing appropriations from one purpose to a different purpose.

**RECOMMENDATION**

Staff recommends adoption of the proposed ordinance describing the following:

Capital Improvement Fund (Fund 46)			
46-0331-5836	Parking Lot Pavement Resurface	\$60,000	Decrease
46-0551-5833	Park Recreation	\$39,140	Decrease
Street Improvement Fund (Fund 47)			
47-0331-5823	Local Street Improvement Program	\$60,000	Decrease
Capital Improvement Fund (Fund 46)			
46-0551-5832	Park Improvements	\$159,140	Increase

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Capital Improvement and Street Improvement Funds to Transfer and Repurpose Unused Appropriations in Street Improvement Outlay, Recreation/Bike Trail Outlay and Parking Lot Pavement Resurface Outlay to the Parks Capital Improvement Fund for Pickleball Court Repair Appropriations.

**Roll Call Vote Required.**

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT AND STREET IMPROVEMENT FUNDS TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS IN STREET IMPROVEMENT OUTLAY, RECREATION/BIKE TRAIL OUTLAY AND PARKING LOT PAVEMENT RESURFACE OUTLAY TO THE PARKS CAPITAL IMPROVEMENT FUND FOR PICKLEBALL COURT REPAIR APPROPRIATIONS

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, the 2023 Annual Budget provided resources and appropriations for the Capital Improvement and Street Improvement Funds; and

WHEREAS, the parking lot replacement project at the Franklin Public Library has been completed with unspent appropriations; and

WHEREAS, the Cascade Trail project has been placed on hold due to factors beyond the control of the City; and

WHEREAS, the Local Street Improvement Program has unspent appropriations; and

WHEREAS, the Engineering Department deems the repurposing of these project appropriations important to enhance the recreation within the City of Franklin; and

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

Section 1 That the 2023 Budget for the Capital Improvement Fund and Street Improvement Fund be amended as follows:

Capital Improvement Fund

Highway	Parking Lot Pavement Resurface	Decrease	\$60,000
Park	Recreation/Bike Trail	Decrease	\$39,140

Street Improvement Fund

Highway	Street Improvement	Decrease	\$60,000
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Capital Improvement Fund

Park	Park Improvements	Increase	\$159,140
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Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

Section 3      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 4      All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5      This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<b>APPROVAL</b> <i>JK</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> October 17, 2023
Reports & Recommendations	<b>A Resolution to Award The 2023 Lions Legend Park Pickleball Courts Contract to DK Contractors, Inc., in the Amount of \$431,375.00</b>	<b>ITEM NO.</b> Ald. Dist. 2 <i>G.14.</i>

**BACKGROUND**

On August 1, 2023, Common Council authorized Staff to advertise for bids the rehabilitation of playing courts at Lions Legend Park 1.

The work at the Lions Legend Park 1 playing courts would include pulverizing and repaving the playing surface, full color coating, new fencing, new net posts, and drainage improvements as needed.

The contract was bid with alternatives for both 2023 and 2024 construction, giving the City the ability to select either 2023 or 2024 construction and the mandatory alternative bid items as desired.

- Optional Base Bid No. 1– 2023 construction
- Mandatory Alternate No. 1 – concrete sidewalk around perimeter
- Mandatory Alternate No. 2 – additional underdrain system
- Optional Alternate No. 3 – 2024 construction

**ANALYSIS**

Three bids were received and opened publicly on August 31, 2023. The bid results are included with this packet.

<b>Bidder</b>	<b>Optional Base Bid No. 1 (2023)</b>	<b>Mandatory Alternate No. 1</b>	<b>Mandatory Alternate No. 2</b>	<b>Optional Alternate No. 3 (2024)</b>
DK Contractors, Inc.	\$395,974.00	\$19,219.00	\$10,582.00	\$401,556.00
Payne & Dolan, Inc.	N/A	\$18,146.06	\$9,852.70	\$421,417.60
Poblocki Paving Corp.	\$473,544.00	\$26,587.00	\$17,160.00	\$473,544.00

Bid prices came in higher than expected, due to various reasons, primarily material shortages and subsequent price increases. Prices for asphalt, fencing, and the color coat finishing system were markedly higher than estimated. Note, the initial budget estimate did not consider the mandatory alternatives 1 and 2.

Staff recommends that DK Contractors, Inc. is a qualified public works contractor and should be awarded the contract for Optional Alternate No. 3 (2024 construction) and Mandatory Alternates No. 1 and 2.

**OPTIONS**

1. Award the contract to DK Contractors, Inc. for alternate no. 1, alternate no. 2, and alternate no. 3 for \$431,357.00
2. Other direction from the Common Council.

**FISCAL NOTE**

The 2023 Capital Improvement fund includes \$285,000 for Tennis Court Repairs in the Park Improvements Category (46-0551-5832). A budget amendment has been prepared and is elsewhere on this meeting agenda.

\$285,000.00	Funds available, 41-0551-5832
\$159,140.00	Via budget amendment
\$431,375.00	DK Contractors, Inc. contract
\$12,765.00	Available as contingency

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution to award the 2023 Lions Legend Park Pickleball Courts contract to DK Contractors, Inc., in the amount of \$431,357.00.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION TO AWARD  
THE 2023 LIONS LEGEND PARK PICKLEBALL COURTS CONTRACT TO  
DK CONTRACTORS, INC., IN THE AMOUNT OF \$431,375.00

-----  
WHEREAS, the City of Franklin advertised and solicited bids for the 2023 Lions Legend Park Pickleball Courts contract; and

WHEREAS, three bids were received on August 31, 2023, and DK Contractors, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, DK Contractors, Inc. is a responsible and qualified public works contractor; and

WHEREAS, the original 2023 City Budget included \$285,000 in the Park Improvements Category (46-0551-5832) and an additional \$159,140 was provided via budget amendment; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the 2023 Lions Legend Park Pickleball Courts contract, in the amount of \$431,375.00 to DK Contractors, Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2023 Lions Legend Park Pickleball Courts contract to DK Contractors, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with DK Contractors, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

Owner: Franklin, City of  
 Solicitor: Franklin, City of  
 08/31/2023 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Poblocki Paving Corporation		Payne & Dolan, Inc.		DK Contractors	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
OPTIONAL BASE BID NO 1 (2023 CONSTRUCTION)	1		1 Pulverize Existing Tennis Courts	SY	2140	\$16.00	\$34,240.00			\$14.00	\$29,960.00
	2		2 Grading, Erosion Control, & Restoration	LS	1	\$67,710.00	\$67,710.00			\$81,697.00	\$81,697.00
	3		3 HMA Pavement (4 LT 58-28 S)	TON	305	\$135.00	\$41,175.00			\$111.00	\$33,855.00
	4		4 HMA Pavement (5 LT 58-28 S)	TON	215	\$147.00	\$31,605.00			\$123.00	\$26,445.00
	5		5 Tack Coat	GAL	330	\$6.00	\$1,980.00			\$5.00	\$1,650.00
	6		6 1/4-Inch Base Aggregate Dense	TON	716	\$32.00	\$22,912.00			\$30.00	\$21,480.00
	7		7 Concrete Sidewalk	SF	653	\$23.00	\$15,019.00			\$17.00	\$11,101.00
	8		8 Concrete Maintenance Strip	SF	1048	\$42.00	\$44,016.00			\$27.00	\$28,296.00
	9		9 6-Inch Underdrain	LF	516	\$60.00	\$30,960.00			\$53.00	\$27,348.00
	10		10 Storm Sewer Removal and 15-INCH RC AEW	LS	1	\$8,554.00	\$8,554.00			\$3,646.00	\$3,646.00
	11		11 Armor Crack Repair System Over Control Joints	LS	1	\$32,312.00	\$32,312.00			\$5,281.00	\$5,281.00
	12		12 Flexible Pickleball Court Color Finish	LS	1	\$54,580.00	\$54,580.00			\$51,753.00	\$51,753.00
	13		13 Pickleball Nets, Net Posts, & Center Tie Downs	LS	1	\$24,217.00	\$24,217.00			\$21,124.00	\$21,124.00
	14		14 Galvanized Fences and Gates	LS	1	\$64,264.00	\$64,264.00			\$52,338.00	\$52,338.00
			TOTAL OPTIONAL BASE BID NO 1 (2023 CONSTRUCTION)			\$473,544.00		\$0.00		\$395,974.00	
MANDATORY ALTERNATE NO 1 (CONCRETE SIDEWALK)	15		6 1/4 Base Aggregate Dense	TON	28	\$32.00	\$896.00	\$42.50	\$1,190.00	\$88.00	\$2,464.00
	16		7 Concrete Sidewalk	SF	1117	\$23.00	\$25,691.00	\$15.18	\$16,956.06	\$15.00	\$16,755.00
			TOTAL OPTIONAL BASE BID NO. 1 (2023 CONSTRUCTION)			\$26,587.00		\$18,146.06		\$19,219.00	
MANDATORY ALTERNATE NO 2 (UNDERDRAIN)	17		9 6-Inch Underdrain	LF	286	\$60.00	\$17,160.00	\$34.45	\$9,852.70	\$37.00	\$10,582.00
			TOTAL OPTIONAL ALTERNATE NO. 2 (UNDERDRAIN)				\$17,160.00		\$9,852.70		\$10,582.00
OPTIONAL ALTERNATE NO 3 (2024 CONSTRUCTION)	18		1 Pulverize Existing Tennis Courts	SY	2140	\$16.00	\$34,240.00	\$20.25	\$43,335.00	\$14.00	\$29,960.00
	19		2 Grading, Erosion Control, & Restoration	LS	1	\$67,710.00	\$67,710.00	\$74,650.00	\$74,650.00	\$87,279.00	\$87,279.00
	20		3 HMA Pavement (4 LT 58-28 S)	TON	305	\$135.00	\$41,175.00	\$116.70	\$35,593.50	\$111.00	\$33,855.00
	21		4 HMA Pavement (5 LT 58-28 S)	TON	215	\$147.00	\$31,605.00	\$141.25	\$30,368.75	\$123.00	\$26,445.00
	22		5 Tack Coat	GAL	330	\$6.00	\$1,980.00	\$2.00	\$660.00	\$5.00	\$1,650.00
	23		6 1/4-Inch Base Aggregate Dense	TON	716	\$32.00	\$22,912.00	\$23.75	\$17,005.00	\$30.00	\$21,480.00
	24		7 Concrete Sidewalk	SF	653	\$23.00	\$15,019.00	\$18.83	\$12,295.99	\$17.00	\$11,101.00
	25		8 Concrete Maintenance Strip	SF	1048	\$42.00	\$44,016.00	\$37.67	\$39,478.16	\$27.00	\$28,296.00
	26		9 6-Inch Underdrain	LF	516	\$60.00	\$30,960.00	\$34.45	\$17,776.20	\$53.00	\$27,348.00
	27		10 Storm Sewer Removal and 15-INCH RC AEW	LS	1	\$8,554.00	\$8,554.00	\$2,165.00	\$2,165.00	\$3,646.00	\$3,646.00
	28		11 Armor Crack Repair System Over Control Joints	LS	1	\$32,312.00	\$32,312.00	\$22,650.00	\$22,650.00	\$5,281.00	\$5,281.00
	29		12 Flexible Pickleball Court Color Finish	LS	1	\$54,580.00	\$54,580.00	\$50,915.00	\$50,915.00	\$51,753.00	\$51,753.00
	30		13 Pickleball Nets, Net Posts, & Center Tie Downs	LS	1	\$24,217.00	\$24,217.00	\$20,425.00	\$20,425.00	\$21,124.00	\$21,124.00
	31		14 Galvanized Fences and Gates	LS	1	\$64,264.00	\$64,264.00	\$54,100.00	\$54,100.00	\$52,338.00	\$52,338.00
			TOTAL OPTIONAL ALTERNATE NO 3 (2024 CONSTRUCTION)			\$473,544.00		\$421,417.60		\$401,556.00	

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Poblocki Paving Corporation		Payne & Dolan, Inc.		DK Contractors	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
OPTIONAL ALTERNATE NO 1 (2024 CONSTRUCTION)			TOTAL OPTIONAL BASE BID NO 1 (2023 CONSTRUCTION)			\$473,544.00		\$0.00		\$395,974.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 1 (SIDEWALK, 2023)			\$500,131.00		\$0.00		\$415,193.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 2 (UNDERDRAIN, 2023)			\$490,704.00		\$0.00		\$406,556.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 1 + OPT. ALT. BID NO. 2			\$517,291.00		\$0.00		\$425,775.00	
OPTIONAL ALTERNATE NO 2 (2024 CONSTRUCTION)			TOTAL OPTIONAL BASE BID NO. 1 (2024 CONSTRUCTION)			\$473,544.00		\$421,417.60		\$401,556.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 1 (SIDEWALK, 2024)			\$500,131.00		\$439,563.66		\$420,775.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 2 (UNDERDRAIN, 2024)			\$490,704.00		\$431,270.30		\$412,138.00	
			TOTAL OPT. BASE BID NO. 1 + OPT. ALT. BID NO. 1 + OPT. ALT. BID NO. 2			\$517,291.00		\$449,416.36		\$431,357.00	

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> October 17, 2023
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Water Management Access and Water Main at 3303 W. Oakwood Road (TKN 951-9994-002)</b>	<b>ITEM NO.</b> Ald. Dist. 4  <b>G. 15.</b>

**BACKGROUND**

Pursuant to the approval of the HSA Development (Developer - HSA Commercial), easements are required to construct, maintain, and operate water main facilities. It is necessary to install these easements on property located at 3303 W. Oakwood Road, tax key number 951-9994-002.

Additionally, the City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said agreement and easements, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

None

**RECOMMENDATION**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution for acceptance of a storm water facilities maintenance agreement and easements storm water management access, and water main at 3303 W. Oakwood Road (TKN 951-9994-002).

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES  
MAINTENANCE AGREEMENT AND EASEMENTS FOR STORM WATER  
MANAGEMENT ACCESS AND WATER MAIN AT 3303 WEST OAKWOOD ROAD  
(TKN 951-9994-002)

---

WHEREAS, Pursuant to the approval of the HSA Development (Developer - HSA Commercial), easements are required to construct, maintain and operate water main facilities on properties located at 3303 West Oakwood Road; and

WHEREAS, it is necessary to install said easements on said properties; and

WHEREAS, storm water facilities are required to meet quantity and quality standards;  
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

WEST OAKWOOD RD DEVELOPMENT – HSA  
3303 W OAKWOOD RD  
TKN 9519994002

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC, Wisconsin limited liability corporations, hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast ¼ and Northwest ¼ of the Northeast ¼ of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as West Oakwood Rd Development – HSA hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 8/2/2022 and erosion control plan dated 8/3/2022 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer

Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any

structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

JES FRANKLIN OAKWOOD, LLC AND SFT FRANKLIN OAKWOOD, LLC, Owner

By: [Signature]  
Name: Eric Ogden

STATE OF Illinois )ss.  
Cook COUNTY)

Personally came before me this 3rd day of October, 2023, the above named Eric Ogden, the Manager of JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]  
Notary Public, Cook County, Illinois  
(  
My commission expires: 8/29/27

CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_ (Seal)  
Name: Karen L. Kastenson  
Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named John R. Nelson, Mayor and Karen L. Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
( )  
My commission expires: \_\_\_\_\_

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

Form approved: \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

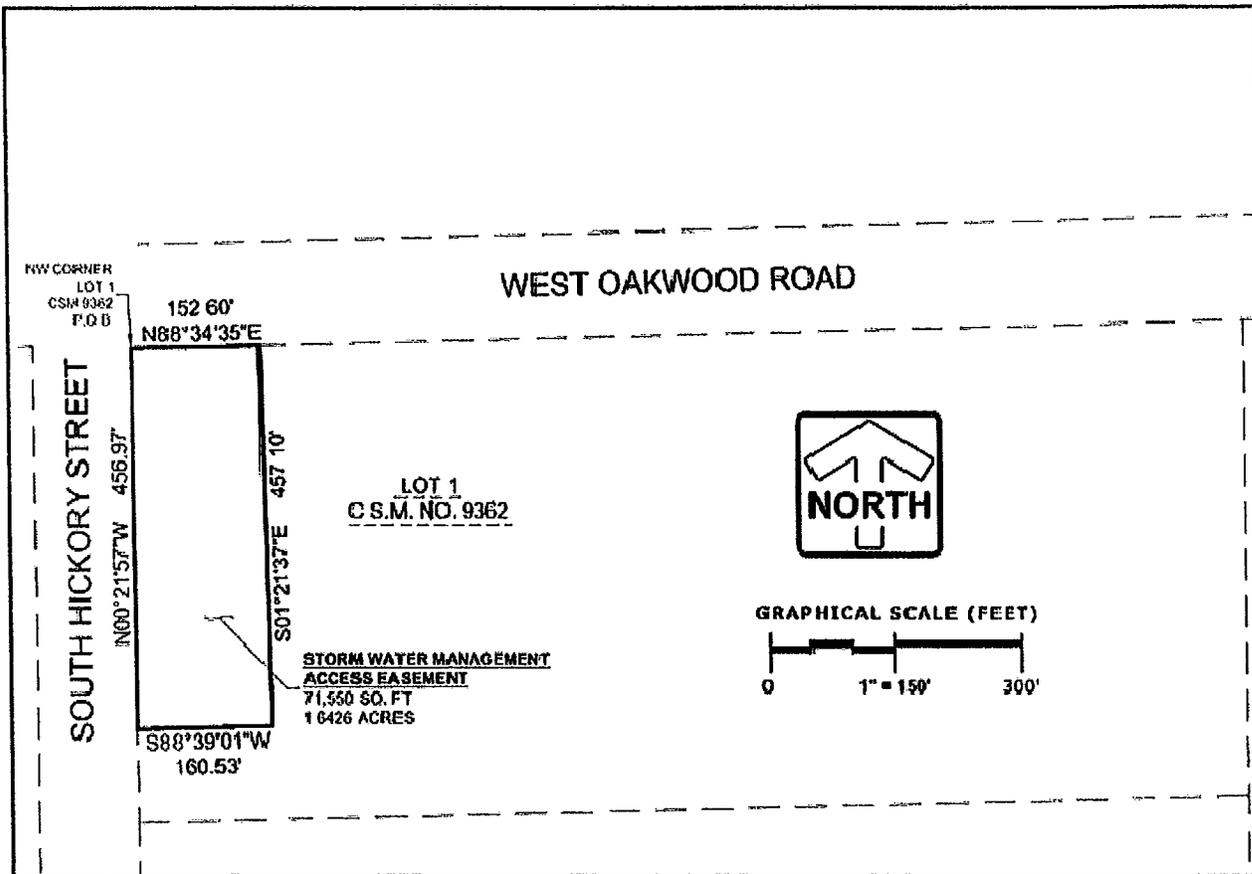
Basin Location General Address \_\_\_\_\_ Section No \_\_\_\_\_

Normal Pool  Yes  No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B"

DEPICTION OF THE FACILITIES



**EXHIBIT B**

04/29/2022

**PINNACLE ENGINEERING GROUP**

**PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

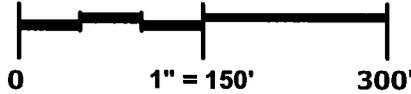
WWW.PINNACLE-ENGR.COM

PEG JOB # 2556.00

EXHIBIT "B" continued



GRAPHICAL SCALE (FEET)



NORTH LINE OF THE NE 1/4 SEC 36, T5N, R21E

WEST OAKWOOD ROAD

LOT 1  
C.S.M. NO. 9362

LOT 2  
C.S.M. NO. 9362

STORM SEWER  
EASEMENT  
2,981 SQ. FT.  
0.0684 ACRES

N89°48'05"E 12.32'

N64°01'35"E  
177.80'

S00°11'55"E 69.08'

P.O.B.

S88°34'33"W 36.10'

N00°11'55"W 4.54'

S64°01'35"W 134.45'

SE COR  
LOT 1

N16°51'30"W 53.24'

OUTLOT 1  
C.S.M. NO. 9362



EXHIBIT "C"

**LEGAL DESCRIPTION OF AREA**

**LEGAL DESCRIPTION:**

Being a part of Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 1; thence North  $88^{\circ}34'35''$  East along the north line of said Lot 1, 152.60 feet; thence South  $01^{\circ}21'37''$  East, 457.10 feet; thence South  $88^{\circ}39'01''$  West, 160.53 feet to the west line of said Lot 1; thence North  $00^{\circ}21'57''$  West along said west line, 456.97 feet to the Point of Beginning.



**EXHIBIT C**

**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

[WWW.PINNACLE-ENGR.COM](http://WWW.PINNACLE-ENGR.COM)

04/29/2022

**PLAN | DESIGN | DELIVER**  
PEG JOB#2556.00

**LEGAL DESCRIPTION:**

That part of Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of said Lot 1; thence North  $00^{\circ}11'55''$  West along the east line of said Lot 1, 4.54 feet to the point of beginning; thence North  $16^{\circ}51'30''$  West, 53.24 feet; thence South  $64^{\circ}01'35''$  West, 134.45 feet to the south line of said Lot 1; thence South  $88^{\circ}34'33''$  West along said south line, 36.10 feet; thence North  $64^{\circ}01'35''$  East, 177.80 feet; thence North  $89^{\circ}48'05''$  East, 12.32 to the aforesaid east line of said Lot 1; thence South  $00^{\circ}11'55''$  East along said east line 69.08 feet to the point of beginning.

**STORM WATER MANAGEMENT  
ACCESS EASEMENT**

WEST OAKWOOD RD DEVELOPMENT - HSA  
3303 W OAKWOOD RD  
TKN 9519994002

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC, Wisconsin limited liability corporations, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor;" (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

**WITNESSETH**

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B "; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the northeast quarter of Section Thirty-Six (36), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: October \_\_, 2023

JES FRANKLIN OAKWOOD, LLC and SFT FRANKLIN OAKWOOD, LLC

Company Name

By: [Signature] (Seal)

Name & Title: Eric Ogden, Manager

STATE OF Illinois

ss

COUNTY OF Cook

Before me personally appeared on the 3rd day of October, A.D. 2023, Eric Ogden, a Manager of JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC, to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

[Signature]

Notary Public

( My commission expires 8/29/27 )



CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin

( \_\_\_\_\_ )

My commission expires \_\_\_\_\_

MORTGAGE HOLDER CONSENT

The undersigned, The Northern Trust Company, an Illinois 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 December 23, 2022 as Document No. 11308114 and its addition as an encumbrance against title to the Property.

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

THE NORTHERN TRUST COMPANY,  
An Illinois Banking Corporation

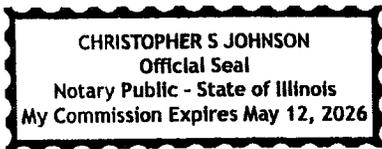
By: Brian Bianchi  
Name: Brian Bianchi  
Title: Senior VP

STATE OF Illinois )

s.s.

COUNTY OF Cook )

On this, the 4 day of October, 2023 before me, the undersigned, personally appeared Brian Bianchi, the Senior Vice President of The Northern Trust Company, an Illinois 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: Christopher S Johnson  
Notary Public [Signature]  
State of Illinois  
County of Cook  
My commission expires: 5/12/2026

This instrument was drafted by the City of Franklin.

Approved as to contents

\_\_\_\_\_  
City Engineer  
Date: \_\_\_\_\_

Approved as to form only

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**Exhibit A**  
(Description of the Property)

- Lot 1 of Certified Survey Map No 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

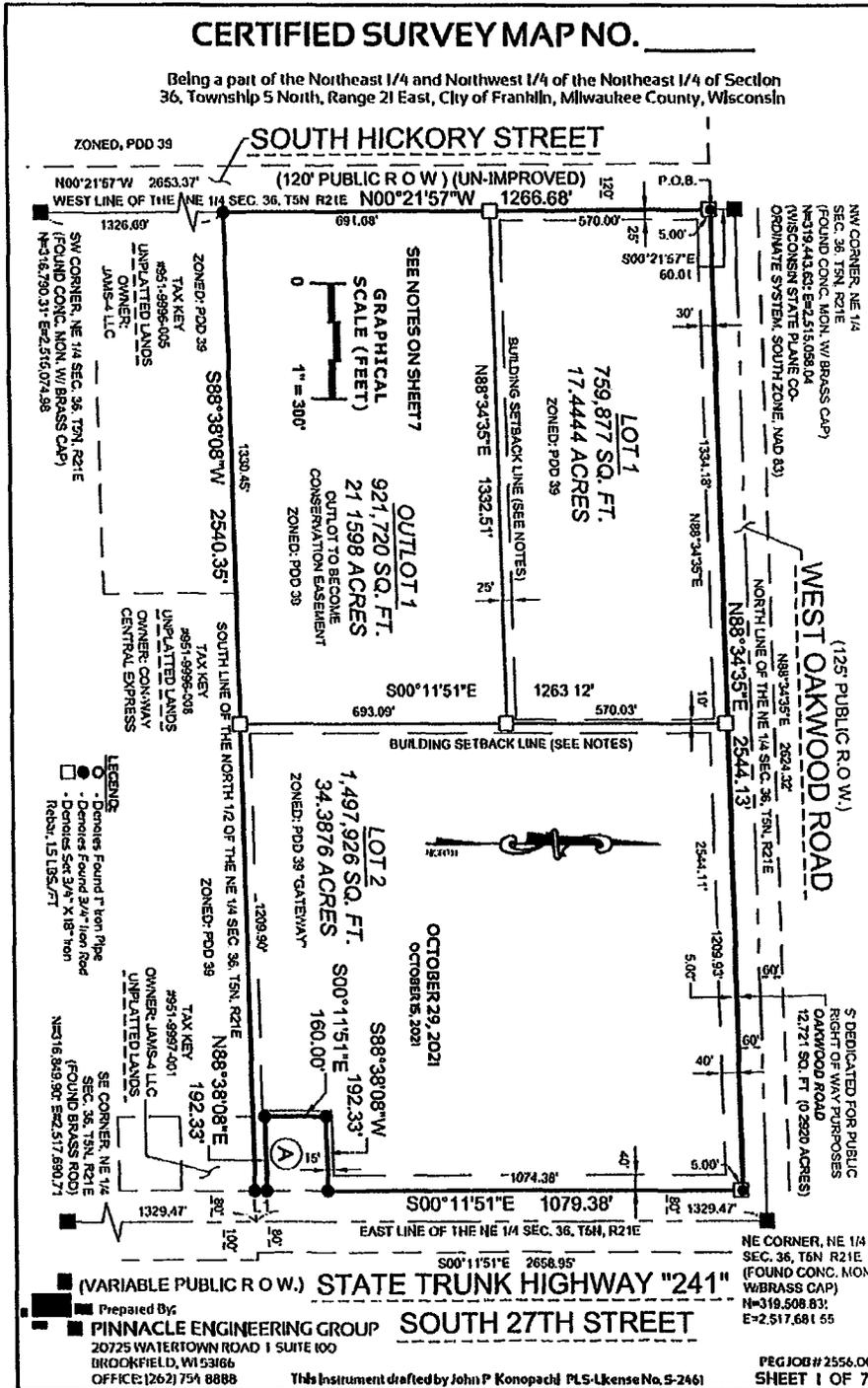
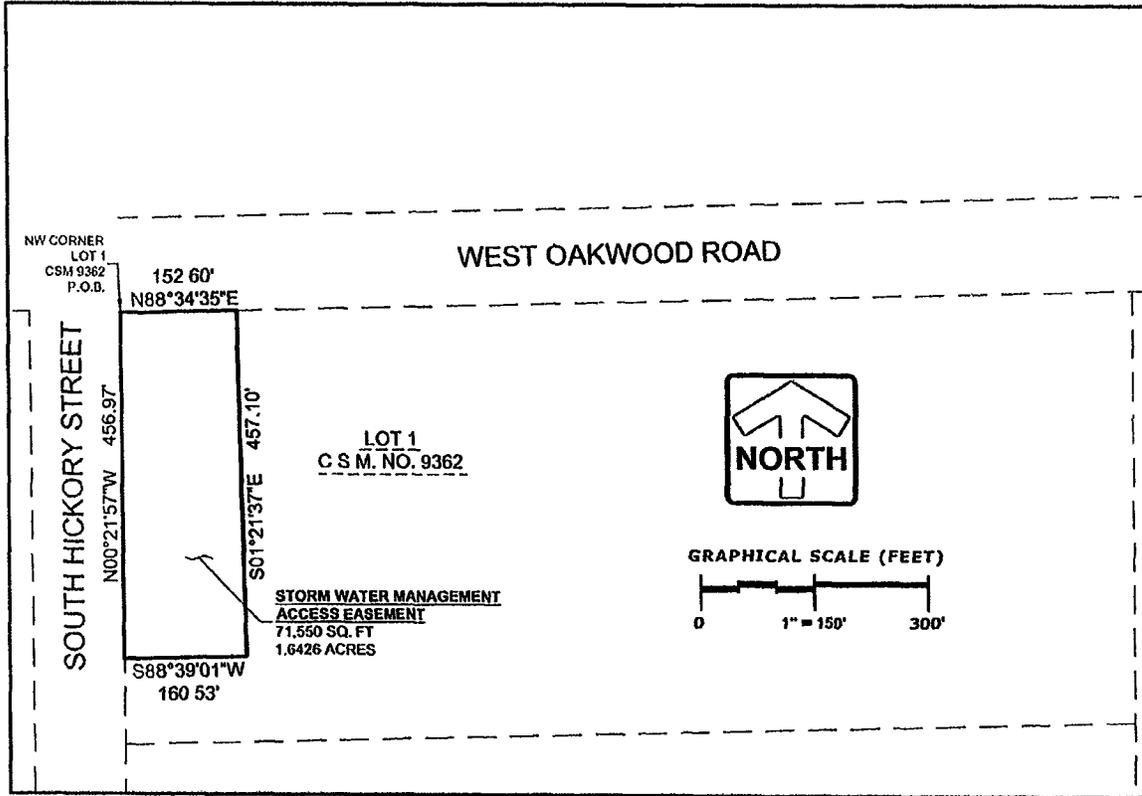


Exhibit B  
(Depiction of the Facilities)

Lot 1 of CSM 9362



**EXHIBIT B**

04/29/2022



**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**PLAN | DESIGN | DELIVER**  
WWW.PINNACLE-ENGR.COM

**PEG JOB#2556.00**

Exhibit C  
(Description of Easement Area)

**LEGAL DESCRIPTION:**

Being a part of Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 1; thence North 88°34'35" East along the north line of said Lot 1, 152.60 feet; thence South 01°21'37" East, 457.10 feet; thence South 88°39'01" West, 160.53 feet to the west line of said Lot 1; thence North 00°21'57" West along said west line, 456.97 feet to the Point of Beginning.



**EXHIBIT C**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

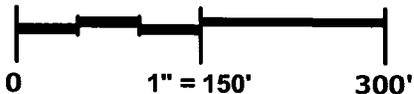
04/29/2022

**PLAN | DESIGN | DELIVER**

PEG JOB # 2556.00



GRAPHICAL SCALE (FEET)



NORTH LINE OF THE NE 1/4 SEC 36, T5N, R21E

WEST OAKWOOD ROAD

LOT 1  
C.S.M. NO. 9362

LOT 2  
C.S.M. NO. 9362

STORM SEWER  
EASEMENT  
2,981 SQ FT  
0.0684 ACRES

N89°48'05"E 12.32'

N64°01'35"E  
177.80'

S00°11'55"E 69.08'

P.O.B.

S88°34'33"W 36.10'

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N00°11'55"W 4.54'

N16°51'30"W 53.24'

SE COR  
LOT 1

OUTLOT 1  
C.S.M. NO. 9362



STORM WATER ACCESS MANAGEMENT EASEMENT

SHEET 1 OF 2

10/12/2023

**PINNACLE ENGINEERING GROUP**

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#2556.00

**LEGAL DESCRIPTION:**

That part of Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of said Lot 1; thence North 00°11'55" West along the east line of said Lot 1, 4.54 feet to the point of beginning; thence North 16°51'30" West, 53.24 feet; thence South 64°01'35" West, 134.45 feet to the south line of said Lot 1; thence South 88°34'33" West along said south line, 36.10 feet; thence North 64°01'35" East, 177.80 feet; thence North 89°48'05" East, 12.32 to the aforesaid east line of said Lot 1; thence South 00°11'55" East along said east line 69.08 feet to the point of beginning.

**WATER MAIN EASEMENT**

WEST OAKWOOD RD DEVELOPMENT – HSA  
3303 W OAKWOOD RD  
TKN 9519994002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC, Wisconsin limited liability corporations, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

**WITNESSETH**

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the northeast quarter of Section Thirty-Six (36), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

**UPON CONDITION**

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

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: Oct. 3, 2023

JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC  
Company Name

\_\_\_\_\_  
Company Name Printed

By: [Signature]  
Name and Title

Eric Ogden, Manager  
Name & Title Printed

STATE OF Illinois  
COUNTY OF Cook SS

Before me personally appeared on the 3rd day of October, 2023 the above named Eric Ogden, Manager of JES Franklin Oakwood, LLC and SFT Franklin Oakwood, LLC to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation

[Signature]  
Notary Public  
( My commission expires 8/29/27 )



CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

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

Notary Public \_\_\_\_\_  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_

**MORTGAGE HOLDER CONSENT**

The undersigned, The Northern Trust Company, an Illinois 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 December 23, 2022 as Document No. 11308114 and its addition as an encumbrance against title to the Property.

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

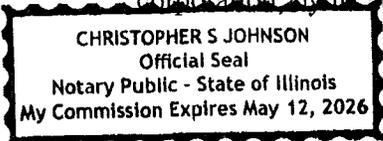
THE NORTHERN TRUST COMPANY,  
An Illinois Banking Corporation

By: Brian Bianchi  
Name: Brian Bianchi  
Title: Senior VP

Print Name & Title

STATE OF Illinois )  
COUNTY OF Cook ) s.s.

On this, the 4 day of October, 2023 before me, the undersigned, personally appeared Brian Bianchi, the Senior Vice President of The Northern Trust Company, an Illinois 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: Christopher Johnson [Signature]  
Notary Public  
State of Illinois  
County of Cook  
My commission expires on: May 12, 2026

This instrument was drafted by the City of Franklin.

Approved as to contents  
Date: \_\_\_\_\_

\_\_\_\_\_  
Glen Morrow, Manager of Franklin Municipal Water Utility

Approved as to form only  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jesse Wesolowski, City Attorney

**Exhibit A**  
(Description of the Property)

- Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

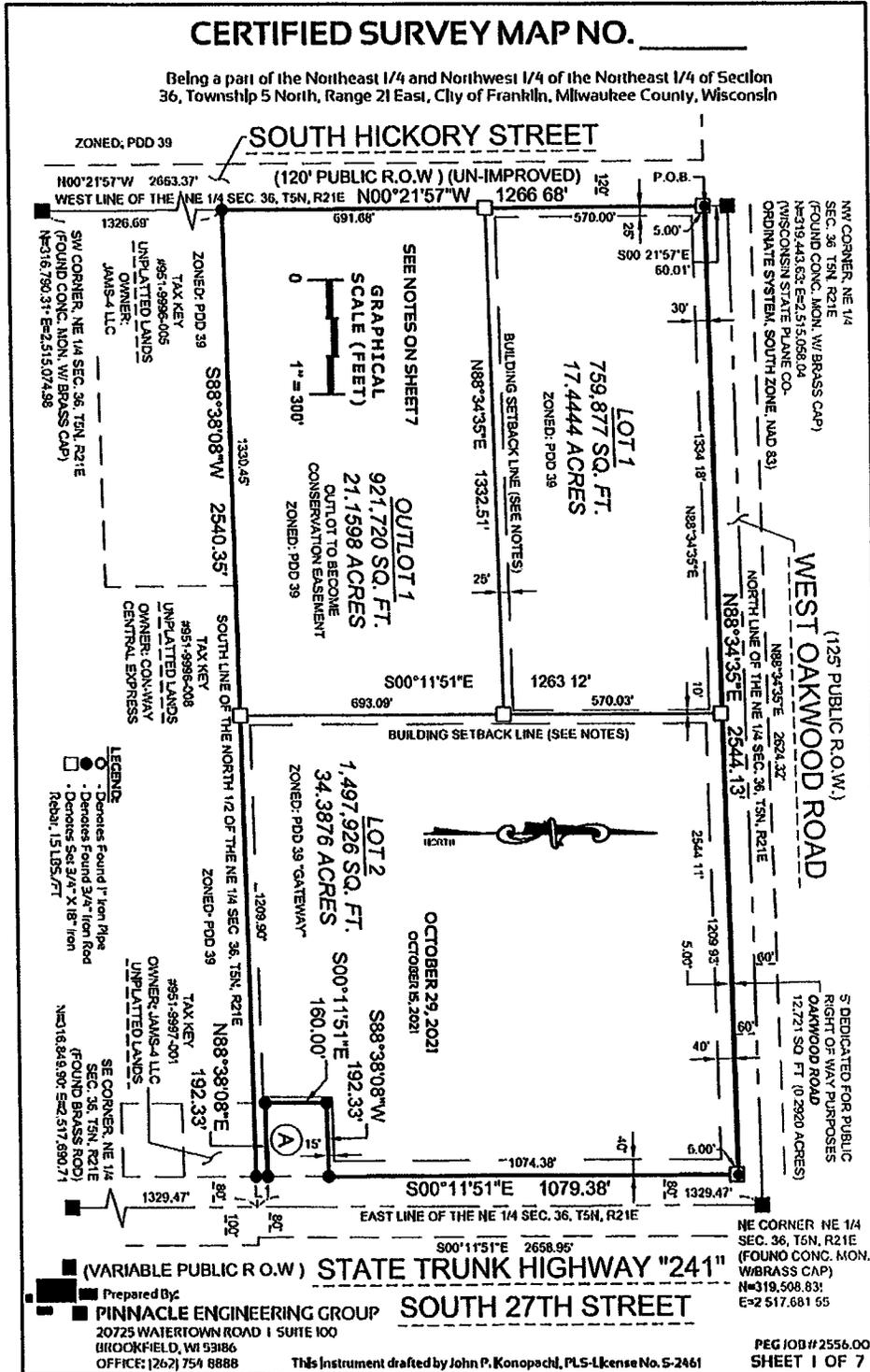
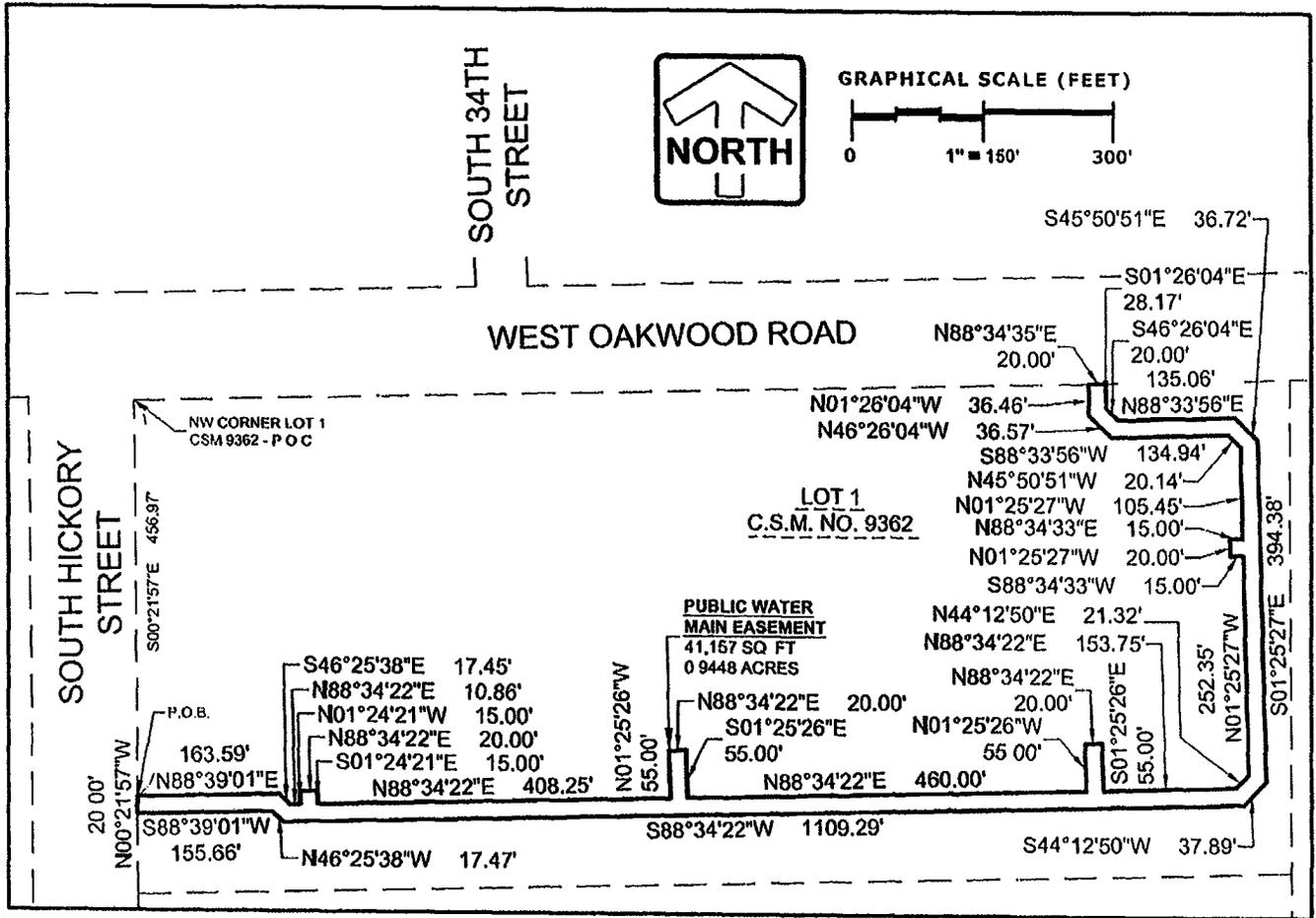


Exhibit B  
(Depiction of the Facilities)

Lot 1 of CSM 9362



**EXHIBIT B**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

04/29/2022

**PLAN | DESIGN | DELIVER**

WWW.PINNACLE-ENGR.COM

PEGJOB#2556.00

Exhibit C  
(Description of Easement Area)

**LEGAL DESCRIPTION:**

Being a part of Lot 1 of Certified Survey Map No. 9362, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of said Lot 1; thence South 00°21'57" East along the west line of said Lot 1, 456.97 feet to the Point of Beginning;

Thence North 88°39'01" East, 163.59 feet; thence South 46°25'38" East, 17.45 feet; thence North 88°34'22" East, 10.86 feet; thence North 01°24'21" West, 15.00 feet; thence North 88°34'22" East, 20.00 feet; thence South 01°24'21" East, 15.00 feet; thence North 88°34'22" East, 408.25 feet; thence North 01°25'26" West, 55.00 feet; thence North 88°34'22" East, 20.00 feet; thence South 01°25'26" East, 55.00 feet; thence North 88°34'22" East, 460.00 feet; thence North 01°25'26" West, 55.00 feet; thence North 88°34'22" East, 20.00 feet; thence South 01°25'26" East, 55.00 feet; thence North 88°34'22" East, 153.75 feet; thence North 44°12'50" East, 21.32 feet; thence North 01°25'27" West, 252.35 feet; thence South 88°34'33" West, 15.00 feet; thence North 01°25'27" West, 20.00 feet; thence North 88°34'33" East, 15.00 feet; thence North 01°25'27" West, 105.45 feet; thence North 45°50'51" West, 20.14 feet; thence South 88°33'56" West, 134.94 feet; thence North 46°26'04" West, 36.57 feet; thence North 01°26'04" West, 36.46 feet to the north line of said Lot 1; thence North 88°34'35" East along said north line, 20.00 feet; thence South 01°26'04" East, 28.17 feet; thence South 46°26'04" East, 20.00 feet; thence North 88°33'56" East, 135.06 feet; thence South 45°50'51" East, 36.72 feet; thence South 01°25'27" East, 394.38 feet; thence South 44°12'50" West, 37.89 feet; thence South 88°34'22" West, 1109.29 feet; thence North 46°25'38" West, 17.47 feet; thence South 88°39'01" West, 155.66 feet to the aforesaid west line of Lot 1; thence North 00°21'57" West along said west line, 20.00 feet to the Point of Beginning.



**EXHIBIT C**

**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

04/29/2022

**PLAN | DESIGN | DELIVER**  
PEG JOB#2556.00

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>J</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Capital Outlay Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for Police Department Computer Equipment in the Amount of \$25,000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.16.</p>

**BACKGROUND**

On November 16, 2021, the Common Council moved to adopt Ordinance No. 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Capital Outlay Fund. Within the 2022 Annual Budget, \$25,000 was appropriated to 41-0211-5841 Police Capital Outlay – Computer Equipment. On April 19, 2022, the Common Council approved multiple Police Department Budget Purchases, including a purchase from United Power & Battery for the total cost of \$21,250 using the 41-0211-5841 budget appropriation for this item. The purchase of this item was not finalized in 2022.

In 2023, the Police Department requested the Purchase Order for United Power & Battery be liquidated with the anticipation of purchasing this item from a different vendor. The reason for moving forward with a different vendor is because the United Power & Battery lead time is 20 weeks and they cannot provide the installation of the item. The Police Department has elected to go with another vendor due to their lead time being significantly less and they provide installation services.

The Police Department requests the unused 2022 funds in the amount of \$25,000 be carried forward to 2023 for the purchase of an uninterruptible power supply needed.

**FISCAL NOTE**

The fiscal impact of this carryforward is that unused 2022 funds, as specifically identified by account number 41-0211-5841 in the carryforward request, will be used to fund this item.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Capital Outlay Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for Police Department Computer Equipment in the Amount of \$25,000.

**Roll Call Vote Required.**

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2022 TO 2023 OF UNUSED FUNDS FOR POLICE DEPARTMENT COMPUTER EQUIPMENT IN THE AMOUNT OF \$25,000

-----

WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 17, 2022; and

WHEREAS, the Common Council on April 19, 2022 approved the purchase of Capital Outlay Computer Equipment for the Police Department; and

WHEREAS, the purchase was unsuccessful in 2022 due to a delay in lead time and the exclusion of installation services of said equipment; and

WHEREAS, the Police Department is requesting the Common Council approve the carryforward of unused Capital Outlay Funds to support this purchase in 2023; and

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

Section 1 That a 2023 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund			
Police - Computer Equipment	Increase		\$25,000.00

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 3 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 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<p><b>APPROVAL</b></p> 	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> October 17, 2023</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p><b>A Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 9, City of Franklin, Wisconsin</b></p>	<p>ITEM NUMBER  G.17.</p>

**Background**

On July 18, 2023, a feasibility analysis report from Ehlers Municipal Advisors was presented to the City of Franklin Common Council in closed session regarding the formation of TID 9, for a proposed mixed-use development consisting of single-family residential, commercial, retail, industrial, and open space uses of an approximate 240-acre project area generally surrounding the intersection of West Ryan Road, and South 76th Street.

Following the timeline for creation of TID 9, the following activities occurred on September 14 and September 21, 2023

- The Joint Revenue Board met to review the plan on September 14
- Plan Commission approved the Project Plan on September 21 and recommended that the Common Council approve and adopt the project plan with boundaries as amended within the plan.

The next step on the timeline is consideration by the Common Council of the Project Plan, the boundaries for and the creation of Tax Incremental District No. 9, City of Franklin.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 9, City of Franklin, Wisconsin

## RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE  
BOUNDARIES FOR AND THE CREATION OF  
TAX INCREMENTAL DISTRICT NO. 9,  
CITY OF FRANKLIN, WISCONSIN

---

WHEREAS, the City of Franklin (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 9 (the "District") is proposed to be created by the City as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the Franklin Public School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on September 21, 2023 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 9, City of Franklin", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2024.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District is suitable for a combination of industrial, commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).
  - (b) Based upon the finding stated in 3.(a) above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That there are no parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution.

- (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
  - (h) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.
  - (i) Costs related to newly platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.
4. The Project Plan for "Tax Incremental District No. 9, City of Franklin" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Termination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FINALLY RESOLVED, that pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes, that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

APPROVED:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

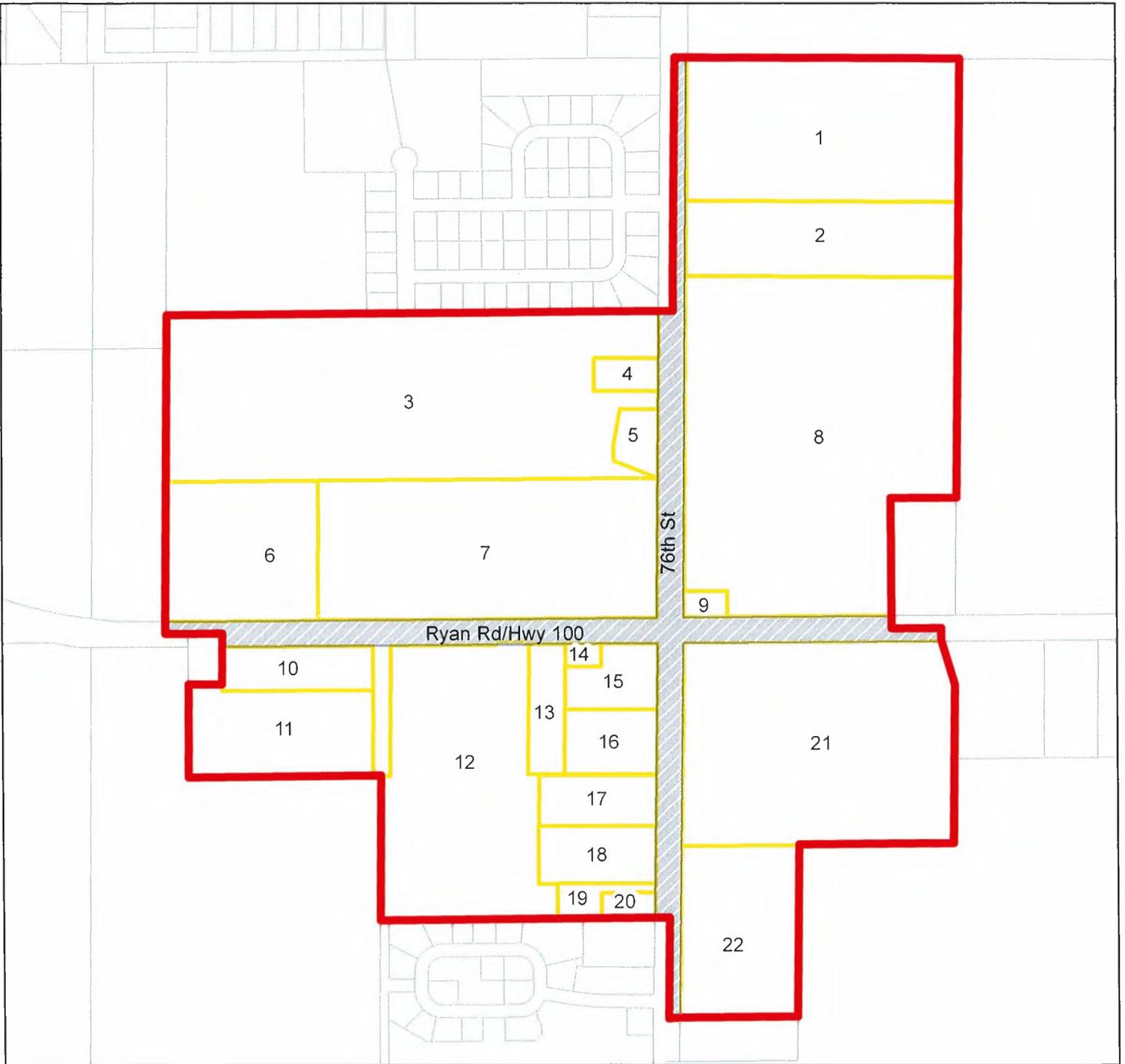
\_\_\_\_\_  
John R. Nelson, Mayor

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**Exhibit A**

**LEGAL BOUNDARY DESCRIPTION OR MAP OF  
TAX INCREMENTAL DISTRICT NO. 8, CITY OF FRANKLIN, WISCONSIN**

*[included within the Project Plan]*



## Exhibit A

# Franklin Proposed TID 9



GIS Department  
 9229 W Loomis Rd  
 Franklin, WI 53132  
[www.franklinwi.gov](http://www.franklinwi.gov)

-  TID 9 Boundary and Area
-  Included Properties
-  ROW Area Included - 18.325 AC



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.

**Exhibit B**

**PROJECT PLAN**

September 21, 2023

PROJECT PLAN

# City of Franklin, Wisconsin

## Tax Incremental District No. 9



---

Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting Held:	September 14, 2023
Public Hearing Held:	September 21, 2023
Approval by Plan Commission:	September 21, 2023
Adoption by Common Council:	Scheduled for Oct. 17, 2023
Approval by the Joint Review Board:	Scheduled for Oct. 25, 2023

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## **SECTION 1: Executive Summary**

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### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 9 (“District”) is a proposed Mixed-Use District comprising approximately 243 acres located generally in the vicinity of 76<sup>th</sup> Street and Ryan Road. The District will be created to pay the costs of public infrastructure, development incentives, and other costs to be incurred that will allow for development to take place on the parcels to be included, which presently lack access to sanitary sewer service and other public improvements required for development (“Project”). The initial development precipitating creation of the District is Carma Laboratories (“Company”) plans to construct a new 225,000 square foot headquarters facility including office, industrial and warehousing space on lands the company owns at the northeast corner of Ryan Road and 76<sup>th</sup> Street. The District will also include lands to the west, southwest and south that require extension of public improvements to develop. In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

### **AUTHORITY**

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

### **ESTIMATED TOTAL PROJECT COST EXPENDITURES**

The City anticipates making total expenditures of approximately \$11.4 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$4.7 million for public infrastructure, \$3.8 million for development incentives, \$2.6 million for interest on long-term debt and financing costs, and \$340,000 for administrative costs.

### **INCREMENTAL VALUATION**

The City projects that new land and improvements value of approximately \$102.2 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

## EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 13 years, or 11 total years of tax increment collection. The District is permitted to remain open for a maximum of 20 total years of tax increment collection.

## SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:
  - a. Discussions with the Company pertaining to the economic viability of the site taking into consideration the infrastructure requirements, increased construction costs, increased financing costs, and the Company’s evaluation of the site as compared to other locations the Company considered locating its new facility.
  - b. The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities to include retention of approximately 200 jobs in the City and potential creation of 100 additional jobs, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax

incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

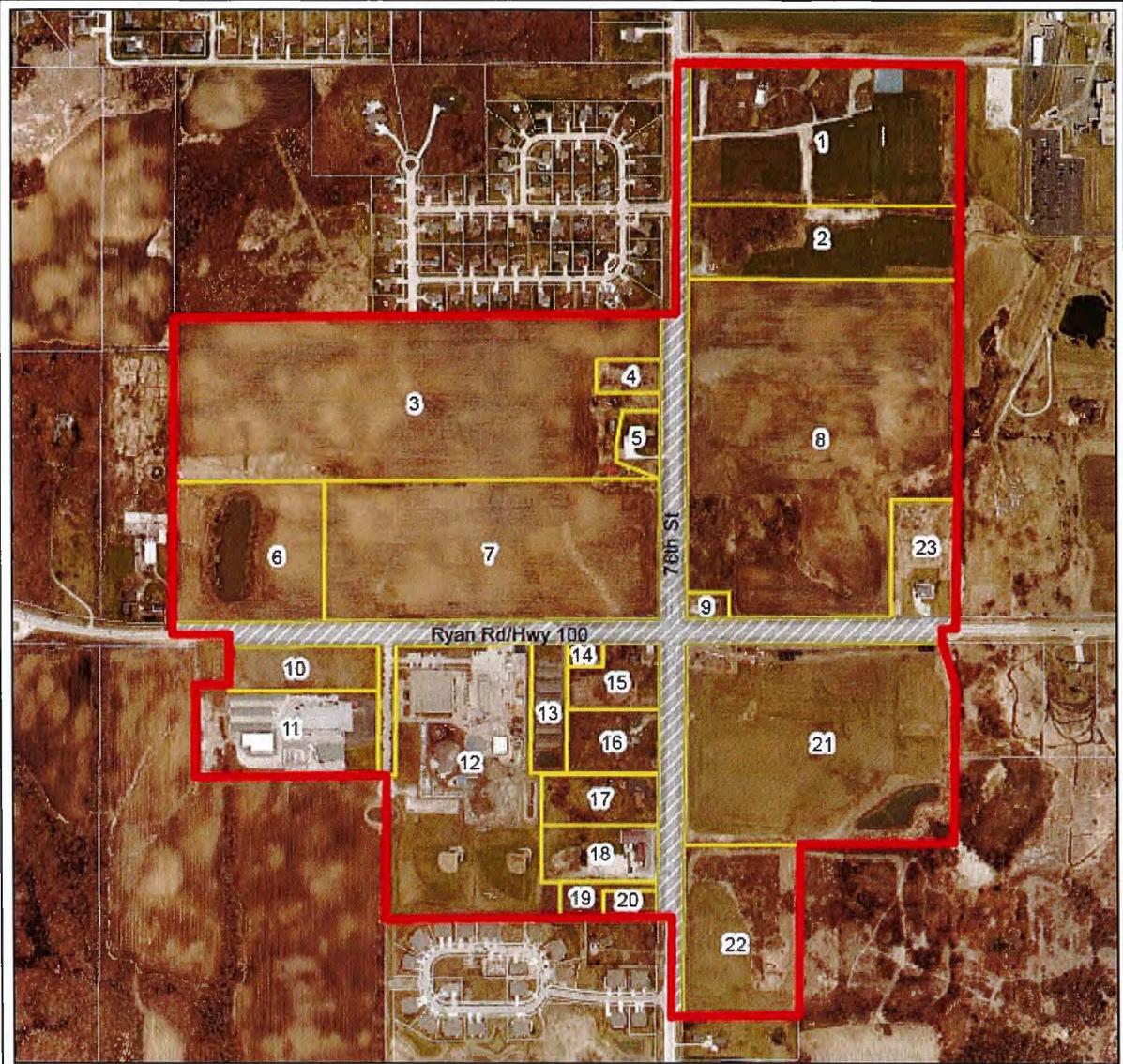
4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm). Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the District. Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

## **SECTION 2: Preliminary Map of Proposed District Boundary**

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Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



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

## Franklin Proposed TID 9

-  TID 9 Boundary and Area
-  Included Properties
-  ROW Area Included - 18.72 AC



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.

## **SECTION 3:**

### **Map Showing Existing Uses and Conditions**

---

Map Found on Following Page.



GIS Department  
 9229 W Loomis Rd  
 Franklin, WI 53132  
[www.franklinwi.gov](http://www.franklinwi.gov)

## Franklin Proposed TID 9 Existing Land Uses

- TID 9 Boundary and Area
- Included Properties
- ROW Area Included - 18.72 AC



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.

## SECTION 4: Preliminary Parcel List and Analysis

The parcels identified in the table below will become part of the District as of January 1, 2024. Valuations noted are as of January 1, 2023. Actual District base value will be calculated using January 1, 2024, values. Any increase in value after that date will become incremental value for the District.

Map Legend	Parcel No.	Address	Acres	Total Assessed Value	Suitable For Mixed Use		
					Industrial Acres	Commerical Acres	Residential Acres
	ROW Areas	-	18.91	-	-	-	-
1	884-9995-000	9100 S 76TH ST	19.05	\$ 503,400	0.00	0.00	0.00
2	884-9996-000	9220 S 76TH ST	9.99	\$ 220,100	0.00	0.00	0.00
3	885-9999-009	6625 S. 46th Street	37.13	\$ 18,700	0.00	1.50	31.49
4	885-9999-002	-	1.03	\$ 25,100	0.00	0.93	0.00
5	885-9999-005	9371 S. 76th Street	1.29	\$ 434,400	0.00	1.16	0.00
6	885-9999-008	8050 W. Ryan Road	10.43	\$ 2,800	0.00	4.23	3.00
7	885-9999-007	7800 W. Ryan Road	23.00	\$ 6,200	0.00	10.70	10.00
8	884-9997-000	9410 S. 76th Street	41.25	\$ 11,200	29.25	12.00	0.00
9	884-9998-000	7520 W. Ryan Road	0.55	\$ 57,400	0.00	0.55	0.00
10	896-9996-002	8035 W. Ryan Road	3.17	\$ 132,000	0.00	3.17	0.00
11	896-9996-003	9545 W. Ryan Road	7.86	\$ 1,939,400	7.66	0.00	0.00
12	896-9990-001	9600 S 80th Street	20.14	\$ -	0.00	0.00	0.00
13	896-9987-001	7761 W. Ryan Road	2.33	\$ 2,236,300	2.33	0.00	0.00
14	896-9987-002	7709 W. Ryan Road	0.40	\$ 227,800	0.00	0.40	0.00
15	896-9985-000	7623 W Ryan Road	2.57	\$ 292,100	0.00	2.57	0.00
16	896-9986-000	9571 S. 76th Street	2.91	\$ 361,700	0.00	2.91	0.00
17	896-9993-000	9621 S. 76th Street	2.92	\$ 330,200	0.00	2.34	0.00
18	896-9994-003	9643 S. 76th Street	3.31	\$ 560,600	0.00	3.31	0.00
19	896-9994-002	9671 S 76th Street	0.98	\$ 28,800	0.00	0.98	0.00
20	896-9995-000	9675 S. 76th Street	0.69	\$ 269,500	0.00	0.69	0.00
21	897-9996-000	9546 S. 76th Street	26.80	\$ 7,300	0.00	12.76	10.00
22	897-9997-000	-	9.85	\$ 2,700	0.00	9.18	0.00
23	884-9999-000	7220 W. Ryan Road	3.72	\$ 387,300	0.00	3.72	0.00
	Less: Wetland Acreage	-	(7.27)	-	-	-	-
	<b>Totals</b>		<b>243.01</b>	<b>\$8,055,000</b>	<b>39.24</b>	<b>73.09</b>	<b>54.49</b>
	<b>Estimated Assessment Ratio</b>			<b>99.69%</b>			
	<b>Estimated Equalized Value</b>			<b>\$ 8,079,668</b>			

Of the 243.01 acres to be included in the District, a total of 166.83 acres, or 68.65%, are suitable for mixed-use development. Areas expected to be developed as newly-platted residential total to 22.42% of the District. The District meets the requirement that at least 50% of the area be suitable for mixed use development, and that no more than 35% of the area be developed with newly-platted residential uses. The areas to be developed as newly-platted residential qualify as average density will be at least three units per acres.

Acres Suitable for Industrial Development	39.24	16.15%
Acres Suitable for Commercial Development	73.09	30.08%
Acres Suitable for Newly Platted Residential Development	54.49	22.42%
<b>Total Acres Suitable for Mixed Use Development</b>	<b>166.83</b>	<b>68.65%</b>
Acres Not Suitable for Mixed Use Development	76.19	31.35%
<b>Total Acres</b>	<b>243.01</b>	<b>100.00%</b>

## **SECTION 5: Equalized Value Test**

---

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$178,173,400. This value is less than the maximum of \$735,488,268 in equalized value that is permitted for the City.

### Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2023)	\$	6,129,068,900
TID Valuation Limit @ 12% of Above Value	\$	735,488,268

### Calculation of Value Subject to Limit

Estimated Base Value of Added Territory	\$	8,079,700
Incremental Value of Existing Districts (Jan. 1, 2023)	\$	170,093,700
Total Value Subject to 12% Valuation Limit	\$	178,173,400

## **SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments, or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number, and location of potential Project Costs.

### **Property, Right-of-Way, and Easement Acquisition**

#### ***Property Acquisition for Development***

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66 1105(2)(f)1. c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to preparation of a relocation plan; allocations of staff time; legal fees; publication of notices, obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin Code ADM 92.

### **Site Preparation Activities**

#### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild, or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild, or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of distribution mains; manholes and valves, hydrants; service laterals, pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild, or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and riverbanks; and infiltration, filtration, and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Streets and Streetscape**

#### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill, construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

#### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way, and other public spaces. These amenities include but are not limited to landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items, and installation of brick or other decorative walks, terraces, and street crossings. These and any other similar amenities installed by the City are eligible Project Costs

### **Community Development**

#### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs

## **Miscellaneous**

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### **Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

### **Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7: Map Showing Proposed Improvements and Uses**

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Map Found on Following Page.



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

## Franklin Proposed TID 9 Future Project and Costs

- Future Water
- Future Road Improvements
- Future Sidewalk
- Future Sanitary
- 
- 
- TID 9 Boundary and Area
- Included Properties



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.

loddn - 10/4/2023  
I:\Projects\Finance\HF\_BIT10\_9\_Sept\_25\_2023\_map\_4.mxd

## SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Franklin, Wisconsin				
Tax Increment District #9				
Estimated Project List				
Project #	Project Name/Type	Phase I	Phase II	Total
1	Public Infrastructure			
	Sanitary Sewer Extensions	269,100	1,800,000	2,069,100
	Acceleration/Deceleration Lanes	1,430,000		1,430,000
	Sidewalk	212,160		212,160
	Paid by Company	(102,260)		(102,260)
	Water Extensions		550,000	550,000
2	Public Infrastructure (Taxable Financing)			0
	Sanitary Sewer Service		470,000	470,000
3	Development Incentives			0
	Carma Labs	1,500,000		1,500,000
	Other Commercial or Industrial		2,338,371	2,338,371
4	Interest on Long Term Debt	894,363	1,503,637	2,398,000
5	Financing Costs	88,925	99,113	188,038
6	Interest on Advances	3,678		3,678
7	Administrative Costs	340,000		340,000
<b>Total Projects</b>		<b>4,635,966</b>	<b>6,761,120</b>	<b>11,397,086</b>
<b>Notes:</b>				

## **SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

---

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

### **Key Assumptions**

The Project Costs the City plans to make are expected to create approximately \$102.2 million in incremental value by January 1, 2035. Estimated valuations and timing for construction of the Project are included in Table 1. Assuming the City's current equalized TID Interim tax rate of \$18.83 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate approximately \$28.1 million in incremental tax revenue over the 20-year term of the District as shown in Table 2.

# City of Franklin, Wisconsin

## Tax Increment District #9

### Development Assumptions

Construction Year	Carma <sup>1</sup>	Other Comm. & Industrial <sup>2</sup>	Residential <sup>3</sup>	Annual Total	Construction Year
1 2024	10,000,000	0	0	10,000,000	2024 1
2 2025	4,000,000	2,000,000	0	6,000,000	2025 2
3 2026		0	0	0	2026 3
4 2027		5,419,700	2,142,857	7,562,557	2027 4
5 2028		9,840,090	8,185,714	18,025,804	2028 5
6 2029		2,250,950	8,185,714	10,436,664	2029 6
7 2030		393,705	8,185,714	8,579,419	2030 7
8 2031		3,634,670	9,310,714	12,945,384	2031 8
9 2032		1,235,910	9,310,714	10,546,624	2032 9
10 2033		293,020	9,310,714	9,603,734	2033 10
11 2034		5,307,120	3,267,857	8,574,977	2034 11
12 2035		0	0	0	2035 12
13 2036				0	2036 13
14 2037				0	2037 14
15 2038				0	2038 15
16 2039				0	2039 16
17 2040				0	2040 17
18 2041				0	2041 18
19 2042				0	2042 19
20 2043				0	2043 20
<b>Totals</b>	<u><u>14,000,000</u></u>	<u><u>30,375,165</u></u>	<u><u>57,900,000</u></u>	<u><u>102,275,165</u></u>	

**Notes:**

<sup>1</sup>Reflects proposed minimum value guarantee per term sheet received from J. Regetz 7-12-2023.

<sup>2</sup>Assumes 436,000 sq. ft. of commercial or industrial development valued at an average of \$65/sq. ft.

<sup>3</sup>Assumes 193 total units of residential development with an average value of \$300,000 per unit.

**Table 1 - Development Assumptions**

# City of Franklin, Wisconsin

## Tax Increment District #9

### Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	8,079,700
District Creation Date	October 17, 2023	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2024	Base Tax Rate	\$18.83
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	15 10/17/2038		
Revenue Periods/Final Year	20 2045		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2024	10,000,000	2025	0	10,000,000	2026	\$18.83	188,281
2	2025	6,000,000	2026	0	16,000,000	2027	\$18.83	301,250
3	2026	0	2027	0	16,000,000	2028	\$18.83	301,250
4	2027	7,562,557	2028	0	23,562,557	2029	\$18.83	443,639
5	2028	18,025,804	2029	0	41,588,361	2030	\$18.83	783,031
6	2029	10,436,664	2030	0	52,025,026	2031	\$18.83	979,534
7	2030	8,579,419	2031	0	60,604,445	2032	\$18.83	1,141,069
8	2031	12,945,384	2032	0	73,549,829	2033	\$18.83	1,384,806
9	2032	10,546,624	2033	0	84,096,454	2034	\$18.83	1,583,379
10	2033	9,603,734	2034	0	93,700,188	2035	\$18.83	1,764,200
11	2034	8,574,977	2035	0	102,275,165	2036	\$18.83	1,925,650
12	2035	0	2036	0	102,275,165	2037	\$18.83	1,925,650
13	2036	0	2037	0	102,275,165	2038	\$18.83	1,925,650
14	2037	0	2038	0	102,275,165	2039	\$18.83	1,925,650
15	2038	0	2039	0	102,275,165	2040	\$18.83	1,925,650
16	2039	0	2040	0	102,275,165	2041	\$18.83	1,925,650
17	2040	0	2041	0	102,275,165	2042	\$18.83	1,925,650
18	2041	0	2042	0	102,275,165	2043	\$18.83	1,925,650
19	2042	0	2043	0	102,275,165	2044	\$18.83	1,925,650
20	2043	0	2044	0	102,275,165	2045	\$18.83	1,925,650
<b>Totals</b>	<b>102,275,165</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>28,126,942</b>	

Notes:

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2022/23 levy per DOR Form PC-202 (Tax Increment Collection Worksheet)

**Table 2 - Tax Increment Projection Worksheet**

## **Financing and Implementation**

The first phase of the Project will be construction of the new facility by the Company. The City will issue approximately \$2.01 million in General Obligation bonds in 2024 to fund Phase 1 public infrastructure projects. Additionally, a pay-as-you go (“PAYGO”) developer incentive will be paid to the Company up to a cap of \$1.5 million leveraging the tax increment generated by the District. City debt service will have priority of payment, with PAYGO payments limited to remaining funds available. The Company has agreed to a minimum valuation of \$14 million to ensure that tax increments collected will be sufficient to pay City debt.

Phase 2 will include additional public infrastructure projects, which will be funded by approximately \$3.15 million in General Obligation bonds to be issued by the City. These projects will require a mix of tax-exempt and taxable financing. For purpose of the Project Plan, Phase 2 financing is assumed to occur in 2026. Actual timing will be based on development and the need to extend sanitary sewer to the west. The Plan also includes the potential for PAYGO incentives related to Phase 2 development. Whether incentives are provided will be dependent on the City’s evaluation of such requests and determination that an incentive is needed to allow for the development to occur.

The City may need to advance funds to the District prior to the availability of tax increment and will recover those advance amounts with interest from tax increments as they become available. These advances, along with the proceeds of long-term debt will fund the public infrastructure costs and District administrative costs. PAYGO incentives will be funded from tax increment as it is collected from the associated development, with payments limited to those collections less any other obligations related to the corresponding development agreement.

This summary is intended to provide a general explanation of the District plan of finance. Specific terms and conditions pertaining to development projects will be detailed in related development agreements.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 3), the District is projected to accumulate sufficient funds by the year 2036 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.



## **SECTION 10: Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

## **SECTION 11: Estimate of Property to Be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

---

### **Zoning Ordinances**

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

### **Master (Comprehensive) Plan and Map**

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed use development.

### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13: Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

---

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14: How Creation of the Tax Incremental District Promotes the Orderly Development of the City**

---

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating new industrial sites, creating opportunities for mixed use development, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as employment opportunities, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

## **SECTION 15: List of Estimated Non-Project Costs**

---

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to property outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

**SECTION 16:  
Legal Opinion Advising Whether the Plan is Complete  
and Complies with Wis. Stat. § 66.1105(4)(f)**

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Legal Opinion Found on Following Page.

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.  
ATTORNEYS AT LAW  
11402 WEST CHURCH STREET  
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI  
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EDUARDO M. BORDA  
COOPER S. PRINDL

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October 9, 2023

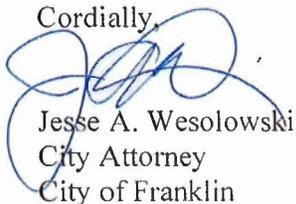
Mayor John R. Nelson  
City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132

re: Tax Incremental District No. 9, City of Franklin, Wisconsin

Dear Mayor Nelson:

I have reviewed the Project Plan for the Creation of Tax Incremental District No. 9, City of Franklin, Wisconsin. It is my opinion that the Project Plan is complete and in compliance with Wis. Stat. § 66.1105. The Project Plan, additionally, was informed by the Tax Increment District No. 9 Feasibility Analysis prepared by Ehlers & Associates, Inc. engaged by the City. This opinion is provided as required pursuant to Wis. Stat. § 66.1105(4)(f).

Cordially,



Jesse A. Wesolowski  
City Attorney  
City of Franklin

## SECTION 17: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Revenue Year	Milwaukee County	MMSD	City of Franklin	Franklin School District	Milwaukee Area Technical College	Total	Revenue Year
2026	46,859	16,619	53,234	60,598	10,972	188,281	2026
2027	74,974	26,591	85,174	96,957	17,555	301,250	2027
2028	74,974	26,591	85,174	96,957	17,555	301,250	2028
2029	110,411	39,159	125,432	142,784	25,852	443,639	2029
2030	194,877	69,117	221,390	252,016	45,630	783,031	2030
2031	243,782	86,462	276,949	315,260	57,081	979,534	2031
2032	283,984	100,721	322,620	367,250	66,494	1,141,069	2032
2033	344,644	122,235	391,533	445,696	80,697	1,384,806	2033
2034	394,064	139,763	447,677	509,606	92,269	1,583,379	2034
2035	439,066	155,724	498,801	567,803	102,806	1,764,200	2035
2036	479,247	169,975	544,449	619,765	112,214	1,925,650	2036
2037	479,247	169,975	544,449	619,765	112,214	1,925,650	2037
2038	479,247	169,975	544,449	619,765	112,214	1,925,650	2038
2039	479,247	169,975	544,449	619,765	112,214	1,925,650	2039
2040	479,247	169,975	544,449	619,765	112,214	1,925,650	2040
2041	479,247	169,975	544,449	619,765	112,214	1,925,650	2041
2042	479,247	169,975	544,449	619,765	112,214	1,925,650	2042
2043	479,247	169,975	544,449	619,765	112,214	1,925,650	2043
2044	479,247	169,975	544,449	619,765	112,214	1,925,650	2044
2045	479,247	169,975	544,449	619,765	112,214	1,925,650	2045
<b>Total</b>	<b>7,000,109</b>	<b>2,482,728</b>	<b>7,952,477</b>	<b>9,052,578</b>	<b>1,639,050</b>	<b>28,126,942</b>	

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">H</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> October 17, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Fire Department Grant Fund to Provide for \$11,916 of Grant Resources and up to \$11,916 of Grant Appropriations for the Wisconsin Department of Health Leave Behind Kits Project</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.18.</p>

**BACKGROUND**

The Fire Department was made aware of a grant funding opportunity from the Wisconsin Department of Health Services in March, 2023. This grant provides Leave Behind Kits for various Wisconsin EMS providers. These kits will come with education on how to use these products, both in-person through contact with EMS providers, or handout information and resources contained in the kits. Kits would be available upon request at every fire station, and would be left behind with any patient who has overdosed on an opiate whether they are transported or not.

Over the past five (5) years, the City of Franklin has suffered nearly 50 confirmed overdose deaths and almost 400 suspected nonfatal overdoses.

On 4/18/23, the Common Council approved the Fire Department to apply for and accept a grant from the Wisconsin Department of Health for developing and distributing opioid Leave Behind Kits. The Wisconsin Department of Health approved the City of Franklin application and awarded \$11,916.

**ANALYSIS**

The 2023 Annual Budget did not include this grant opportunity. The Common Council directed the Fire Department to apply and accept the granting funding on 4/18/23. A budget amendment is necessary to account for incoming revenues as well as budget appropriations for spending of this grant funding.

**RECOMMENDATION**

The Director of Finance & Treasurer recommends adoption of the Budget Amendment to provide for \$11,916 Grant Resources and up to \$11,916 of Grant appropriations.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Fire Department Grant Fund to Provide for \$11,916 of Grant Resources and up to \$11,916 of Grant Appropriations for the Wisconsin Department of Health Leave Behind Kits Project.

**Roll Call Vote Required.**

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE FIRE DEPARTMENT GRANT FUND TO PROVIDE FOR \$11,916 OF GRANT RESOURCES AND UP TO \$11,916 OF GRANT APPROPRIATIONS FOR THE WISCONSIN DEPARTMENT OF HEALTH LEAVE BEHIND KITS PROJECT

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, the Common Council directed the Fire Department on April 18, 2023 to apply and accept a grant from the Wisconsin Department of Health for developing and distributing opioid leave behind kits; and

WHEREAS, the grant was accepted and the City of Franklin was awarded \$11,916; and

WHEREAS, the 2023 Fire Department Grant Fund Budget did not include appropriations for the leave behind kits; and

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

Section 1 That the 2023 Budget for the Fire Department Grant Fund be amended as follows:

Block Grants – Grant Resources	Increase	\$11,916
Fire Dept – Grant Appropriations	Increase	\$11,916

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s website.

Section 3 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 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

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John R Nelson, Mayor

ATTEST:

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Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">X</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">October 17, 2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>An Ordinance to Amend §121-9E (1) of the Municipal Code to Allow for an Extension of the Consecutive Days of Duration and/or Daily Hours of a Special Event Being Open to the Public for a Special Event Determined to be Extraordinary and Unique in the Benefits Provided to the Public and the Community and the Special Event Being Substantially Controlled and Contained Within the Premises of the Special Event to Protect the Public Health, Safety and Welfare</p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.19.</p>

Attached is a copy of a draft of the above entitled Ordinance.

**COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Amend §121-9E.(1) of the Municipal Code to Allow for an Extension of the Consecutive Days of Duration and/or Daily Hours of a Special Event Being Open to the Public for a Special Event Determined to be Extraordinary and Unique in the Benefits Provided to the Public and the Community and the Special Event Being Substantially Controlled and Contained Within the Premises of the Special Event to Protect the Public Health, Safety and Welfare.

## ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND §121-9E.(1) OF THE MUNICIPAL CODE TO ALLOW FOR AN EXTENSION OF THE CONSECUTIVE DAYS OF DURATION AND/OR DAILY HOURS OF A SPECIAL EVENT BEING OPEN TO THE PUBLIC FOR A SPECIAL EVENT DETERMINED TO BE EXTRAORDINARY AND UNIQUE IN THE BENEFITS PROVIDED TO THE PUBLIC AND THE COMMUNITY AND THE SPECIAL EVENT BEING SUBSTANTIALLY CONTROLLED AND CONTAINED WITHIN THE PREMISES OF THE SPECIAL EVENT TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE

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WHEREAS, the Common Council having considered the provisions of §121-9E.(1) of the Municipal Code, providing in part: “[t]he duration of any special event shall not exceed four consecutive days and any permit issued under this section shall specify the days upon which the event shall occur. No special event shall be open to the public except between the hours of 8:00 a.m. and 10:00 p.m. on any Sunday through Thursday and 8:00 a.m. and 11:00 p.m. on any Friday and Saturday occurring within the duration of the special event”; and

WHEREAS, the Common Council having considered events which are unique in relation to the many other special events having occurred in the City through the years, and extraordinary in the level of benefits to be provided to the public, and the precautions to be provided by an experienced operator, planner and coordinator entity for the event to benefit the public in attendance and the community and to protect the public health, safety and welfare; and

WHEREAS, the Common Council having determined that an amendment to the Municipal Code to allow for an extension of consecutive days of duration and daily hours of a special event upon unique and extraordinary facts circumstances to be reasonable and in the public interest.

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

SECTION 1: §121-9E.(1) of the Municipal Code of the City of Franklin, Wisconsin, as it pertains to the duration and hours of operation of a special event, is hereby amended to read as follows [*note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted*]:

(1) Duration and hours of operation. The duration of any special event shall not exceed four consecutive days and any permit issued under

this section shall specify the days upon which the event shall occur. No special event shall be open to the public except between the hours of 8:00 a.m. and 10:00 p.m. on any Sunday through Thursday and 8:00 a.m. and 11:00 p.m. on any Friday and Saturday occurring within the duration of the special event. Such permit shall also specify the hours during which pre-event setup and postevent takedown operations may occur and no such operations may be conducted other than as so specified. The duration and hours of operation as set forth above in this subsection (1) may be extended following the review, consideration and any recommendation by the License Committee, and the review and consideration thereof by the Common Council, by a decision of the Common Council to grant an exception to the not exceed four consecutive days and/or the hours for the special event to be open to the public, to allow for an extension of such days and/or hours to allow for more consecutive days and/or more hours of being open to the public. The decision of the Common Council to grant an exception shall specify the actual consecutive days and/or the actual hours so permitted. Any review, consideration, recommendation and decision made pursuant to this subsection (1) shall be based upon and subject to the receipt by the License Committee and the Common Council of specific facts that the subject special event, in addition to meeting all of the Purpose and requirements set forth in this §121-9, is unique with regard to being extraordinary not only because it is not ordinarily conducted, but also because it is of a substantially more benefit to the public and the interest therein by the public and a substantial benefit to the community, and that it is a substantially controlled and contained within the premises to protect the health, safety and welfare of the public attending and in the community by the applicant event in the public interest.

- 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.

ORDINANCE NO. 2023-\_\_\_\_\_

Page 3

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 10/17/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorize Promotion and Wage Adjustment for Aimee Schlueter to Permit Technician (Grade Level 6; Hourly Rate of \$30.50) - Account 01-0231-5111</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G 20.</p>

**Background**

Aimee Schlueter is a Permit Coordinator at Grade Level 5 in the Department of Inspection Services. Aimee has her certification as a UDC Construction and HVAC Inspector. She has consistently performed the Permit Technician job duties in addition to those in italics found within the following revised job description.

**Fiscal Impact**

The Department of Inspection Services has had an unfilled position within their department for approximately two years. As a result, the department has a substantial surplus in its full-time salary account (01-0231-5111). The surplus is enough to cover the additional money for several years.

Aimee's hourly rate is currently \$28.21. This promotion would increase her hourly rate to \$30.50, an 8.1% (\$2.29/hour) increase.

Estimated cost of hourly wages (est. 11 weeks):

- Total Estimated 2023 Increase: \$1,007.60

**Assumptions**

Changes may be made in 2024 based on the results of a city-wide comprehensive study.

**COUNCIL ACTION REQUESTED**

Motion to authorize the promotion and grade level increase for Aimee Schlueter from Permit Coordinator Grade Level 5 (\$28.21/hr.) to Permit Technician Grade Level 6 (\$30.50/hr.). The annual increase is estimated at \$4,763.20, with a yearly salary of \$63,440.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Permit Technician

**Department:** Inspection Services

**Reports To:** Director of Inspection Services

**Salary Level:** Salary Grade 6

**FLSA Status:** Non-Exempt

**Prepared By:** Justin Ligocki, Director of Inspection Services; Dana Zahn, Human Resources Manager; Kelly Hersh, Director of Administration

**Prepared Date:** October 11, 2023

**Approved By:** Common Council

**Approved Date:** October 17, 2023

**Summary:**

Coordinates the issuance of all permits issued by the department. Provides clerical support and training for the department.

**Essential Duties and Responsibilities:**

Reports to the Director of Inspection Services.

Accepts Building Permit Application submittals for all “commercial” projects. Ensures plan submittals are complete and routed to the proper plan review staff.

Coordinates issuing all permits issued by the Department from start to finish.

Works as staff liaison between Inspection Services and other City Departments for processing of permits.

Acts as interdepartmental Zoning Administrator. Trains front office staff.

*Conducts plan reviews and issues over-the-counter small project building permits*

*Ability to inspect new and existing residential buildings for compliance with the Uniform Dwelling Code Construction & HVAC Codes.*

*Ability to inspect alterations and repairs of one & two-family buildings and premises for code compliance*

*Conducts erosion control code inspections and communicates with contractors involved.  
Answers building and zoning questions through e-mail, over the phone, and at the counter*

*Assists in the coordination of overlapping functions in other departments Responds to  
“commercial” use and other open records requests.*

*Acts as a “lead” staff person for software implementation and management.*

*Attends Architectural Review Board meetings as back-up to the Director of Inspection Services.  
Assists DIS with establishing standardized office procedures and plan reviews.  
Prepares newsletter articles.*

*Creates, updates, and modifies handouts, forms, and applications for public release.*

Compose, type, and edit various correspondence, reports, memoranda, and other materials.

Receive and perform preliminary checks of building plans, surveys, and specifications submitted for permit applications.

Prepare applications and enter permit application information into the computer system.

Coordinate and schedule inspections by the building, plumbing, electrical inspectors, and permit technicians.

Maintain filing systems, control records, and indexes.

Prepare detailed monthly and yearly reports for federal and state governments, local utilities, and city use, including the annual budget.

Enter permit records into department software and various computer databases. Coordinate occupancy inspections between department staff and other departments.

Meet with contractors, owners, and the public to answer general questions regarding building, housing, signs, soil erosion codes, and department procedures.

*Provides backup support to the department Secretary, including coordinating the agenda for the architectural board, mailing required notices, and transcribing minutes*

*Updates Inspection Services Department web page*

*Provides support to other departments on building inspection software.*

Maintains account records and coordinates department purchasing.

Other duties as assigned by the Director of Inspection Services.

**Peripheral Duties:**

Assists as a backup to front office staff (Secretary and Permit Technician), answering phones, servicing customers at the counter, and covering during the absence of other front office staff.

Process permits as directed by the Director of Inspection Services.

**Minimum Qualifications:**

**Education and Experience:**

Graduation from high school or GED equivalent with 1-3 years of experience in Building Inspection and Zoning is required. Municipal experience preferred.

**Language Skills:**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from managers, clients, customers, and the general public. Strong interpersonal skills are required.

**Mathematical Skills:**

Ability to calculate figures and amounts such as discounts, interest, commission proportions percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. Ability to extrapolate measurements on a construction plan using architectural and engineering scales.

**Reasoning Ability:**

Ability to solve practical problems and deal with various concrete variables in situations with limited standardization. Ability to interpret multiple instructions furnished in written, oral, diagram, or schedule form.

**Necessary Knowledge, Skills, and Abilities:**

Working knowledge of zoning and building codes and the ability to explain in general terms their requirements.

Ability to review plans and issue permits following completion of review.

Ability to acquire advanced knowledge of the Inspection Services Department computer programs and teach others the operation of the systems.

*Ability to demonstrate strong values in communication, teamwork, safety, initiative, continuous improvement, and maintaining a positive work environment.*

Skill in the operation of listed tools and equipment.

*Maintains prompt, predictable, and regular physical attendance.*

*Provides truthful and accurate written and verbal communications.*

Ability to present and communicate ideas and concepts verbally and in writing to the public.

Ability to maintain effective working relationships with other departments, appointed officials, elected officials, and the public.

Ability to make independent judgments that have moderate impacts on the organization.

**Certificates, Licenses, and Registrations:**

Certification as a UDC Construction Inspector and *HVAC Inspector* within 6 months of hire is required.

Commercial Building and UDC Electrical certifications are desirable. A valid Driver's license is required.

**Supervision Received:**

Works under the general supervision of the Director of Inspection Services.

***Supervision Exercised:***

*Does not supervise other employees but does designate work to other employees in the department*

**Responsibility for Public Contact:**

Daily contact requires courtesy, discretion, and sound judgment.

**Tools and Equipment Used:**

Personal computer including word processing, permit tracking, complaint tracking, *B S & A*, GIS, database and spreadsheet software, copy machine, fax machine, calculator, radio, and telephone.

**Physical Demands:**

The physical demands described here represent those that an employee must meet to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand, walk, use hands and fingers to handle, feel, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, and hear.

The employee must occasionally lift and move up to 10 pounds. Specific vision abilities this job requires include close vision and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here represent those an employee encounters while performing the job's essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work is performed outdoors to inspect various land use developments and construction sites. Work is also performed in an office setting. (The employee is primarily in the office setting but will perform work site inspections when needed, up to 10% of the work time.) The employee occasionally works near moving mechanical parts in high, precarious places and is occasionally exposed to wet and humid conditions or airborne particles.

The noise level in the work environment is usually quiet in the office and moderate to loud in the field.

The duties listed above are intended only as illustrations of 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 employer's needs and requirements of the job change.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> October 17, 2023
<b>REPORTS AND RECOMMENDATIONS</b>	<p>City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  6.21.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p><b>APPROVAL</b></p> <p><i>X</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>10/17/23</b></p>
<p><b>LICENSES AND PERMITS</b></p>	<p><b>MISCELLANEOUS LICENSES</b></p>	<p><b>ITEM NUMBER</b></p> <p><b>H.</b></p>

See attached License Committee Meeting Minutes from the License Committee Meeting of October 17, 2023.

**COUNCIL ACTION REQUESTED**

Approval of the minutes of License Committee Meeting of October 17, 2023.



414-425-7500

**License Committee  
Agenda\***

**Franklin City Hall Health Wing Room  
9229 W. Loomis Rd  
Franklin, WI  
October 17, 2023 – 5:40 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Extraordinary Entertainment &amp; Special Event 5:45 p.m.</b>	<b>ROC Ventures – Enchant Christmas</b> Person in Charge: Jeff Vetting & Laura Nelson Location: 7035 S Ballpark Dr Dates of Event: Select Dates from 11/22 through 12/31/2023			
<b>Operator 2023-2024 New</b>	<b>Lynn Bagniewski</b> Root River Center			
<b>Operator 2023-2024 New</b>	<b>John F Hushek</b> Polish Center of Wisconsin			
<b>Operator 2023-2024 New</b>	<b>Alyssa Minturn</b> Iron Mike's			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Civic Celebration Committee – Home for the Holidays Event</b> Person in Charge: Mira Kresovic Location: Franklin City Hall, Lions Legend Park I Date of Event: 11/25/2023			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Franklin Health Department – Trunk or Treat</b> Person in Charge: Megan Conway – Franklin Health Department Location: Franklin Public Library Parking Lot – 9151 W Loomis Rd Date: Thursday, 10/26/2023			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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



9229 W Loomis Rd, Franklin, WI 53132-9630  
Telephone: 414-425-7500

City Clerk's Office  
Fax: 414-425-6428

**EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT  
APPLICATION**

**Application must be received a minimum of 30 working days prior to event.**

Applicant Name Jeff Vetting  
Name & Description of Event Enchant Christmas - the world's largest Christmas Maze and Market  
Event Location (address and full description) 7035 S Ballpark Dr, Franklin, WI 53132 - Franklin Field  
Owner of Property ROC Ventures  
Day(s) and Dates(s) of Event Select Dates from Wednesday November 22, 2023-Sunday, December 31, 2023  
Start Time 4:30pm End Time 11:30pm  
Duration of Show (for fireworks displays) No Fireworks  
Setup Date(s)/Time(s) October 30, 2023-November 21, 2023 - 8:00am-6:00pm  
Breakdown Date(s)/Time(s) January 2, 2023 - January 14, 2023 - 8:00am-6:00pm  
Maximum number attending per day 12,000  
Maximum number of tickets to be sold (if any) per day 12,000

**(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)**

Person in Charge of Event Name Jeff Vetting  
Address (including City/State/Zip) \_\_\_\_\_  
Home phone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_ Business phone \_\_\_\_\_  
Fax n/a Business E-Mail \_\_\_\_\_

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.

5. Provide plans for holding, collecting & disposal of solid waste material.
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event. (Wording: "City of Franklin as Additional Insured" is required on certificate.)

15.  \$100.00 nonrefundable license & administration fee payable with application.

bond  letter of credit  cash deposit

(due no later than 10 days prior to the event, based upon anticipated cost of services)

\_\_\_\_\_ Police services

\_\_\_\_\_ Fire services

\_\_\_\_\_ Registered Sanitarian (non-staff) services, if needed

\_\_\_\_\_ Total estimated costs

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 9/25/2023

J - Vet

Signature of Applicant

RECEIVED 9/26/2023 REPORTED TO COUNCIL 10/3/23 LICENSE # \_\_\_\_\_ SERVICE FEE TO BE INVOICED \_\_\_\_\_

## Enchant Christmas Application Answers:

- 1) Please see ticket sales cap enclosure.
- 2) Please see Site Map enclosure. The fencing surrounding Franklin Field will serve as the barrier perimeter.
- 3) Potable water will be accessed through the main concession building at Franklin Field.
- 4) Please see Site Map enclosure. Permanent rest rooms at Franklin Field will be in use, and there are plans to supply portable restrooms in the first baseline bullpen.
- 5) Existing waste removal plan for Franklin Field will be supplemented with receptacles placed throughout the field and venue.
- 6) Please see generator spec enclosure for supplemental power. Suffice it to say the venue will be well-lit.
- 7) Parking plan will be available soon. Much dedication is being applied to ensure that the flow, safety and capacity of parking is more than adequate. The Venue is working closely with Enchant leadership with detailed knowledge of the flow for this particular event. The event is timed entry at a carefully selected capacity, as you can see by the ticket capacity enclosure. So, the historical issues faced at the Venue will not repeat themselves. Enchant will work with law enforcement and City Officials to ensure all due diligence is done.
- 8) Cellular coverage is sufficient, and Wi-Fi capacity is upgraded and able to manage all needs.
- 9) Event Security will be hired on as part-time seasonal staff, and will be present during all operating hours and shoulder times.
- 10) Jeff Vetting will be doing a scheduled walk through with Franklin Fire Department to mitigate and issues or concerns. A Fire Protection plan will be created and enforced.
- 11) There are no sound amplifications for this event. Unlike a live performance (concert), or a sporting event with announcers, the plans for sound are background music for a tranquil and family-oriented holiday experience. Detailed plan will be available for review by the Permitting Meeting.
- 12) Main Concessions Station will be active at Franklin Field. Food Subcontractors are still in the selection phase. The intention is to have 8 food trucks, and approximately 4 other food subcontractors preparing and serving on-site. We will be sure to schedule an appointment with the Health Inspector to ensure all needs are met and all licensure is obtained and kept up to date.
- 13) Retail vendors are also still in selection phase. Amusement and entertainment will be hired staff, the genre of entertainment will be Santa/Mrs.Claus, Dancing Elves, and potential community choirs. A full list can be provided once complete.
- 14) Provided
- 15) Paid

Please feel free to contact me for new information as it develops. I will work to keep the proper authorities informed. This will be such a wonderful experience for community members and visitors. I will see to it.

Thank you!

Laura Nelson – Person in Charge through ROC Ventures

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> <b>10/17/2023</b></p>
<p style="text-align: center;"><b>Bills</b></p>	<p style="text-align: center;"><b>Vouchers and Payroll Approval</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> <b>I</b></p>

Attached are vouchers dated September 29, 2023 through October 12, 2023, Nos. 194514 through Nos. 194681 in the amount of \$ 2,227,219 75 Also included in this listing are EFT's Nos 5473 through EFT Nos 5482, Library vouchers totaling \$ 911 99, Water Utility vouchers totaling \$ 17,747 13 and Property Tax Refunds in the amount of \$ 542 07. Voided checks in the amount of \$ (337,741 67) are separately listed.

Early release disbursements dated September 29, 2023 through October 11, 2023 in the amount of \$ 819,723.73 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, EFT No 490 dated October 2, 2023 in the amount of \$ 542 07. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated October 6, 2023 is \$ 466,003.95, previously estimated at \$ 470,000 Payroll deductions dated October 6, 2023 are \$ 243,684 39, previously estimated at \$ 245,000

The estimated payroll for October 20, 2023 is \$ 495,000 with estimated deductions and matching payments of \$ 535,000

Approval to release payment to Velo Village Apartments LLC for TID 7 2023 contractual MRO payment in the amount of \$765,000

The estimated payroll for November 3, 2023 is \$ 455,000 with estimated deductions and matching payments of \$ 250,000

### COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 12, 2023 in the amount of \$ 2,227,219.75
- Payroll dated October 6, 2023 in the amount of \$ 466,003.95 and payments of the various payroll deductions in the amount of \$ 243,684 39, plus City matching payments and
- Approval to release payment to Velo Village Apartments LLC in the amount of \$765,000 and
- Estimated payroll dated October 20, 2023 in the amount of \$ 495,000 and payments of the various payroll deductions in the amount of \$ 535,000, plus City matching payments
- Estimated payroll dated November 3, 2023 in the amount of \$ 455,000 and payments of the various payroll deductions in the amount of \$ 250,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**