

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 19, 2017 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) A Letter of Recognition to: Battalion Chief Kurt Stueck, Lieutenant Andrew Piasecki, Lieutenant Shawn Ganser, Lieutenant Craig Langowski, Lieutenant John Young, Firefighter/Paramedic Sean Behrens, Firefighter/Paramedic Jacob Streicher, Firefighter/Paramedic Derek Hyde and Firefighter/Paramedic Nicholas Zunker for Their Professionalism and Teamwork on November 4, 2017, and, A Letter of Recognition for Firefighter/Paramedic Chad Foeckler for his Professional and Heroic Efforts on November 4, 2017.
 - (b) Dark Stores/Walgreens Legislative Efforts Update and Editorial.
- C. Approval of Minutes:
 - Regular Common Council Meeting of December 5, 2017.
- D. Hearings.
- E. Organizational Business.
 - 1. Appointments of Inspectors of Election for 2018 and 2019.
 - 2. Mayoral Appointment of Adam Burckhardt, 7541 S. 72nd Street, Ald. Dist. 5, Community Development Authority (4 year unexpired term expiring 8/30/18).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Donation to the Franklin Police Department in the amount of \$1,000.00 from the Alice E. Topel Foundation Ltd. in memory of the late David Dey.
 - 2. Contract with Airbus DS Communications for Text 2-911 Data Service.
 - 3. Franklin Civic Celebrations Committee request to include July 2, 2018 from 7:00 p.m. to 11:00 p.m. to the July 3 and 4, 2018 Civic Celebrations Event.
 - 4. An Ordinance to Amend Ordinance 2016-2240, Adopting the 2017 Annual Budgets for TID3 Fund for the City of Franklin for Fiscal Year 2017 to Provide Appropriations for Refunded 2017 Taxes and Development Professional Services.
 - 5. Payment of \$450 to Ehlers, Inc. for Services Related to the Towne Realty, Inc. Development at 7333 South 27th Street.
 - 6. An Ordinance to Amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title No. 6061 "Credit Unions, Federally Chartered (With Drive Through Facilities)" and 6062 "Credit Unions, Not Federally Chartered (With Drive Through Facilities)" to Allow

- for Such Uses as a Special Use, and 6061 "Credit Unions, Federally Chartered (Without Drive Through Facilities)" and 6062 "Credit Unions, Not Federally Chartered (Without Drive Through Facilities)" to Allow for Such Uses as a Permitted Use, in the B-3 Community Business District (Joseph Haider, Designer, Lamacchia Group, Applicant).
7. Special Use Amendment to Allow for Building Architecture Enhancements and Improvements to the Parking Lot, Sidewalks and Landscaping for the Existing Drive-Through Bank Property Approved as a Special Use in Ordinance No. 2002-1735, an Ordinance to Amend Ordinances 92-1229, 93-1261, 94-1298, 96-1391, 96-1400 and 98-1508 Creating Planned Development District No. 16 (Franklin Centre) (7745 West Rawson Avenue) (Joseph Haider, Designer, Lamacchia Group, Applicant).
 8. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Kronos, Inc., Property Owner, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
 9. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land from C-1 Conservancy District to R-1 Countryside/Estate Single-Family Residence District (8300 West South County Line Road) (Approximately 7.48 Total Acres; Area to be Rezoned is Approximately 0.82 Acres) (David R. Ross and Leanne Budde-Ross, Applicants).
 10. An Ordinance to Amend the United Development Ordinance Text to Amend Section 15-3.0804 to Include the Ability of the Plan Commission to Require a Letter of Credit or Other Approved Financial Security Sufficient to Ensure the Site is Cleaned up and/or Restored to its Prior Condition and to Amend Section 15-3.0804L. to Revise the Time Limit for All Temporary Uses from 90 Days to 180 Days (American Transmission Company LLC, Applicant).
 11. Rescission of Common Council direction with regard to Community Based Residential Facilities new use/development process and notice.
 12. An Ordinance to Amend Ordinance 2017-2301, Adopting the 2018 Annual Budgets for TID3 Fund for the City of Franklin to Provide Appropriations for Refunded 2017 Taxes.
 13. Approval of the Job Description for Arborist which Includes a City Forester Designation Alternative.
 14. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2018.
 15. Authority to Execute a Purchase Order with Geographic Marketing Advantage, LLC to Encumber 2017 Budgeted Funds for Completing the GIS/Edit App Project.
 16. An Ordinance to Amend Ordinance 2016-2240, An Ordinance Adopting the 2017 Annual Budgets for the General Fund and Capital Outlay Fund for the City of Franklin for Fiscal Year 2017 to Transfer Budget Appropriations from Information Services Capital Outlay Computer Equipment to Police Department Capital Outlay Computer Equipment for the Long-Term Data Storage Project.

Common Council Meeting Agenda

December 19, 2017

Page 3

17. Information Services 2017 Capital Outlay Projects & Common Council Chambers Sound System Update & Support for Continuation of Remaining Projects.
18. Appointment of Mr. John Skuhra as Interim Building Inspector and Establishment of Interim Assignment Pay. The Common Council may Enter Closed Session Pursuant to Wis. State. § 19.85(1)(c), to Consider Employment, Promotion, Compensation, or Performance Evaluation Data of a Public Employee over which the Common Council has Jurisdiction or Exercises Responsibility, and may Reenter Open Session at the Same Place thereafter to Act on Such Matters Discussed therein as it Deems Appropriate.
19. Authorization for Part-Time or Temporary Assistant Building Inspector Staffing During the Vacancy Created by the Retirement of the Building Inspector.
20. Compensation and Benefits for Consideration of an Employee's Promotion to Public Works Superintendent. The Common Council may Enter Closed Session Pursuant to Wis. State. § 19.85(1)(c), to Consider Employment, Promotion, Compensation, or Performance Evaluation Data of a Public Employee over which the Common Council has Jurisdiction or Exercises Responsibility, and may Reenter Open Session at the Same Place thereafter to Act on Such Matters Discussed therein as it Deems Appropriate.
21. An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees.
22. An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees.
23. An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees.
- H. Licenses and Permits.
Miscellaneous Licenses from License Committee Meeting of December 19, 2017.
- 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:

December 21	Plan Commission (Franklin Public Library) 7:00 p.m.
December 25 & 26	City Hall Closed
January 1 & 2	City Hall Closed
January 8	Committee of the Whole 6:30 p.m.
January 9	Common Council Meeting 6:30 p.m.

BLANK PAGE

Franklin Fire Department

Letter of Recognition

Battalion Chief Kurt Stueck
Lieutenant Andrew Piasecki
Lieutenant Shawn Ganser
Firefighter/Paramedic Sean Behrens
Firefighter/Paramedic Jacob Streicher

Lieutenant Craig Langowski
Lieutenant John Young
Firefighter/Paramedic Derek Hyde
Firefighter/Paramedic Nicholas Zunker

December 19th, 2017

This letter of recognition is presented to the above listed members of the Franklin Fire Department for their heroic lifesaving efforts on November 4th, 2017.

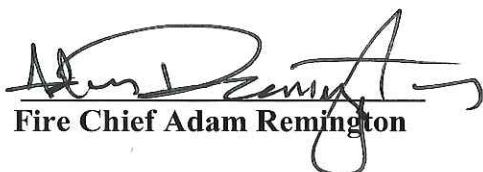
On that date at 14:37 hours, the Franklin Fire Department was dispatched for the report of individual in a retention pond needing rescue. The individual had entered the pond while attempting to evade Franklin Police. During the response, it was reported that the individual went under water and never resurfaced, and the response was upgraded to dive-rescue response.

Upon arrival, multiple tasks needed to be completed quickly and simultaneously. Engine 3/Med 283 personnel consisting of Langowski and Streicher worked with the police to determine the victim's last scene point, while Hyde entered the water in a survival suit to begin searching for the victim and Foeckler worked to don SCUBA apparatus. Engine Company 1's crew consisting of Young and Behrens arrived to assist, along with Piasecki and Zunker in Med 282. Battalion Chief Stueck assumed incident command, and requested the Milwaukee Fire Department Dive Team for assistance.

All team members reacted without hesitation, each filling a critical role in the labor- and personnel-intensive deployment of a rescue diver, with very little need for communication and coordination. The team was able to deploy a Public Safety Diver within a matter of minutes and the victim was quickly located and brought to the surface. The team removed the victim from the water and into the back of a waiting ambulance where multiple team members worked tirelessly in an effort to resuscitate him. The victim was transported to the hospital where aggressive resuscitation efforts were continued for nearly an hour.

Though the victim did not survive, the rapid, professional, and capable response provided for the best possible chance of a positive outcome to this unfortunate event. Lieutenant Shawn Ganser, while not present at this incident, is recognized for his dedication, perseverance, and passion, in training all Department members to be able to respond effectively to this type of high-risk emergency.

The Franklin Fire Department is proud to recognize the personnel listed herein for their professionalism and teamwork on November 4th, 2017. Their actions are exemplary of the Mission, Vision, and Values of the Franklin Fire Department.



Fire Chief Adam Remington



Assistant Chief Patrick Hays

Franklin Fire Department

Letter of Commendation

Firefighter/Paramedic Chad Foeckler

December 19, 2017

This Letter of Commendation is presented to **Firefighter/Paramedic Chad Foeckler** on this date for his heroic actions on November 4th, 2017 in the attempted rescue of a drowning victim.

At approximately 14:30 hours on that date, Franklin Fire Department units were dispatched for the report of an individual who had entered a retention pond while attempting to elude Franklin Police officers. Chad was part of the initial company responding from Station #3, which also included Lieutenant Craig Langowski, Firefighter/Paramedic Derek Hyde, and Firefighter/Paramedic Jacob Streicher. While en-route, dispatch informed FFD that the victim went under water and had not resurfaced. The response was upgraded to a dive rescue response by Battalion Chief Kurt Stueck who also responded.

Upon arrival, FF/PM Hyde donned a cold-water survival suit and entered the water to search for the victim. Lt. Langowski and FF/PM Streicher worked with police to determine the victim's last scene point, while FF/PM Foeckler worked to don SCUBA gear. Battalion Chief Stueck arrived and assumed incident command, and the Milwaukee Fire Department Dive team was requested.

Public Safety Diving is an inherently dangerous, unpleasant, and physically strenuous task. Firefighter/Paramedic Foeckler entered near-freezing water without the benefit of a dry-suit or hood, and searched for the victim in zero-visibility conditions. Chad performed this dangerous task voluntarily and entered the water prior to a safety diver being ready to come to his aid if needed. In doing so, Chad put his own life at risk in order to give the victim the best possible chance at survival. Chad located and recovered the victim within minutes of entering the water, and although the victim ultimately did not survive, Chad's courageous actions gave him the best possible chance at a successful resuscitation and a positive outcome to this unfortunate event.

It is with honor and great pride that the Franklin Fire Department commends Firefighter/Paramedic Chad Foeckler for his courage, preparedness, and willingness to act in the service of others, for his heroic actions on November 4th, 2017.



Fire Chief Adam Remington



Assistant Chief Patrick Hays

Aimee Schlueter

B. J. B.

From: Steve Olson <steve-olson@wi.rr.com>
Sent: Wednesday, December 13, 2017 2:06 PM
To: Aimee Schlueter
Cc: Jesse Wesolowski
Subject: FW: Will you sign onto this Journal Sentinel OpEd on Dark Store/Walgreens
Attachments: Fair Assessment Op Ed.docx

Importance: High

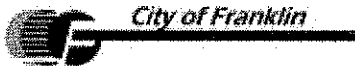
Aimee:

Add this e-mail and the attachment to the agenda under Mayoral Announcements. The title would be: Dark Stores/Walgreens legislative efforts update and editorial

Thanks.

Steve

Steve Olson
Mayor
City of Franklin
9229 W. Loomis Rd.
Franklin, WI. 53132
O: 414-427-7529



From: Jerry Deschane [<mailto:jdeschane@lwm-info.org>]
Sent: Wednesday, December 13, 2017 11:28 AM
To: Jerry Deschane
Cc: Fleming, Jeff; Curt Witynski; Gail Sumi
Subject: Will you sign onto this Journal Sentinel OpEd on Dark Store/Walgreens
Importance: High

Dear Mayors and Village Presidents, Managers and Administrators,

As you know the League is pulling out all the stops to get the Legislature to vote on SB 291 and SB 292, bills that reverse the *Walgreens* assessment decision and close the Dark Store loophole. We have overwhelming support in the Senate and Assembly for these bills, but we need to make a lot of public noise to get the leadership to schedule the bills over the objections of WMC and other business groups.

To that end, we would like every Mayor, Village President, Manager or Administrator in Southeast Wisconsin to add your name to this letter to the editor of the Milwaukee Journal Sentinel. If you are willing to sign onto this letter, please REPLY to this email with a "Yes," "Count me in," or similar comment. We will include the names and titles of everyone who replies (you don't have to send us an actual signature).

Time is short. We want to get this in Sunday's paper to close out Dark Store week, so we really need your reply ASAP.

If you have any questions, please call me; my cell phone number is below.

Thank you.

Jerry

Jerry Deschane
Executive Director
League of Wisconsin Municipalities
608-347-1792
jdeschane@lwm-info.org

From: Fleming, Jeff [<mailto:Jeff.Fleming@milwaukee.gov>]
Sent: Tuesday, December 12, 2017 5:06 PM
To: Jerry Deschane <jdeschane@lwm-info.org>
Cc: Curt Witynski <witynski@lwm-info.org>; Gail Sumi <gsumi@lwm-info.org>
Subject: Journal Sentinel OpEd on Dark Store/Walgreens

Jerry, Curt and Gail,

Here is a version that incorporates several minor changes. I think it's ready for Mayors and Village Presidents in the SE region to sign on.

I put a call in to David Haynes, the Editorial Page Editor of the Journal Sentinel, but have not heard back. I think it's still possible we could get this published on Sunday December 17th.

Jeff

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of Milwaukee full e-mail disclaimer at www.milwaukee.gov/email_disclaimer

Let's Close the Loopholes and Return Fairness to Local Property Tax Bills

At this time of year, all property owners receive a bill for their share of the cost of local government. Unfortunately, a growing trend is affecting that bill; large, often out-of-state retailers are pushing their fair share of property taxes onto homeowners and smaller businesses.

Local governments in Wisconsin, including schools and municipal governments, rely on property taxes to fund essential services. That's what the state requires.

Armed with loopholes that Wisconsin courts have approved, these chain stores, fast food operations, and big box retailers artificially reduce their property assessments by millions of dollars. And when they succeed in doing that, everyone else is forced to make up the difference in order to pay for police, teachers, fire departments and local roads.

Along with local officials throughout Wisconsin, we are united in calling for tax fairness. The Wisconsin Legislature can close the loopholes – fix the problem – and restore the balance among different classes of property that our residents have always counted on.

Two pieces of legislation, Senate Bills 291 and 292, have broad support from legislators across the political spectrum. These bills have received unanimous committee approval, and await scheduling for a vote in the Senate. We want that to take place promptly.

Lobbyists fighting these bills have falsely claimed local officials are trying to collect more taxes. That's just not true. This legislation does nothing to increase revenue. What it does do is require owners to pay property taxes based on the real value of their property. This is all about fairness.

And in communities all across Wisconsin, homeowners would see noticeable reductions in their property tax bills if this legislation becomes law. In some municipalities with multiple large retailers, an individual homeowner could see his or her property tax bill drop up to five percent.

SB 291 will close the loophole that emerged in a 2008 Wisconsin Supreme Court decision. A national pharmacy chain succeeded in reducing its assessments by arguing the contract rent it paid should not be the basis for its assessment. So, even though a property might actually sell for five-million dollars, it would pay taxes on only about half of that amount.

SB 292 clarifies the assessment of big box stores so that the "dark store" loophole is closed. These large retailers have argued their assessments should be based on the value of similar properties that are empty or boarded up. The proposed law would establish objective and fair assessment standards.

Clever tax law professionals will always look for ways to reduce tax bills for the businesses that hire them. But when tax avoidance strategies are so egregious that homeowners, collectively, end up paying millions and millions more, then corrective action is needed.

Homeowners deserve a return to a fair allocation of the tax levy for basic municipal services. We are asking legislative leaders to schedule a vote on SB 291 and SB 292 and restore fairness for Wisconsin property tax payers.

BLANK PAGE

C.

ROLL CALL

A. The regular meeting of the Common Council was held on December 5, 2017 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:32 p.m. and closed at 6:33 p.m.

MINUTES
NOVEMBER 21, 2017

C. Alderman Dandrea moved to approve the minutes of the regular Common Council Meeting of November 21, 2017 as presented at this meeting. Seconded by Alderman Taylor. Upon voice vote, motion carried; Ald. Mayer abstained.

MAYORAL APPOINTMENT

E. Alderman Mayer moved to confirm the Mayoral appointments of Douglas Clark, 8173 S. 100th Street (Ald. Dist. 2), to the Civic Celebrations Committee for an unexpired 3-year term expiring 6/30/2018; Randy Grass, 9056 W. Elm Court, Unit F (Ald. Dist. 1), to the Tourism Commission for a 1-year term expiring 12/31/2018; Shaun Marefka, 7644 S. Mission Court (Ald. Dist 2), to the Tourism Commission for a 1-year term expiring 12/31/2018; Lance Schaefer (Industry Representative), Hampton Inn & Suites, 6901 S. 76th Street (Ald. Dist 2), to the Tourism Commission for a 1-year term expiring 12/31/2018; Amy Schermetzler, 4227 W. Central Avenue (Ald. Dist. 4), to the Tourism Commission for a 1-year term expiring 12/31/2018; Mark Wylie, 7468 Carter Circle S. (Ald. Dist 5), to the Tourism Commission for a 1-year term expiring 12/31/2018. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

REQUEST FOR STREET LIGHTS

F. Alderman Nelson moved that a letter/petition from residents of Whitnall Grove Condominium complex requesting additional street lights in S. Lannonstone Ct. and S. Fieldstone Ct. be referred to the Board of Public Works. Seconded by Alderman Mayer. All voted Aye; motion carried.

GO PROMISSORY NOTES,
SERIES 2017A

G.1. No action was taken on A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$5,090,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A, AND SCOPE OF ENGAGEMENT LETTER FROM QUARLES & BRADY, LLP.

- | | | |
|---|------|---|
| RES. 2017-7335
ISSUANCE AND SALE OF
\$1,630,000 GO
PROMISSORY NOTES,
SERIES 2017B | G.2. | Alderman Taylor moved to adopt Resolution No. 2017-7335, A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,630,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017B, AND SCOPE OF ENGAGEMENT LETTER FROM QUARLES & BRADY, LLP. Seconded by Alderman Barber. All voted Aye; motion carried. |
| RES. 2017-7336
SERVICES WITH JSA
ENVIRONMENTAL, INC.
TO DEC. 31, 2018 | G.3. | Alderman Wilhelm moved to adopt Resolution No. 2017-7336, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2018, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| RES. 2017-7337
WISDOT TEMPORARILY
UTILIZING FRANKLIN
ELECTRICAL
INFRASTRUCTURE | G.4. | Alderman Taylor moved to adopt Resolution No. 2017-7337, A RESOLUTION TO AUTHORIZE WISCONSIN DEPARTMENT OF TRANSPORTATION TO TEMPORARILY UTILIZE FRANKLIN ELECTRICAL INFRASTRUCTURE. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| INVESTMENT IN (OPEB)
TRUST PORTFOLIO | G.5. | Alderman Taylor moved to receive and place on file a report from Finance Committee related to new investment in Other Post Employment Benefit (OPEB) Trust Portfolio. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| OCTOBER FINANCIAL
REPORT | G.6. | Alderman Taylor moved to receive and place on file the October 2017 Monthly Financial Report. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| 2018 PROPERTY &
CASUAL INSURANCE
COVERAGE | G.7. | Alderman Taylor moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, American Alternative, Hanover (Option 2), and ACE American Insurance Company for the upcoming 2018 year; and including continuing the \$5,000 liability deductible with LWMMI; and to further authorize release of premium payments in accordance with or as required by said policy documents. Seconded by Alderman Barber. All voted Aye; motion carried. |
| LICENSES AND PERMITS | H. | Alderman Taylor moved to approve the following:
Grant Operator license to Sierra Kisting, S63W18485 Martin Dr., Muskego, with a warning letter from City Clerk; Whitney Baker, 508 Clark Ave., South Milwaukee; Donna Hanson, W190S7899 |

Overlook Bay Rd., Muskego; Amy Rendall, 8104 W. High St., and Deny Operator license application of Brian Swier, 4243 S. 3rd St., Milwaukee, for falsifying information and based on habitual criminality substantially related to the license activity; and Approve Change of Agent to Pick n Save #6360, Dino Curi, 7201 S. 76th St.; and

Approve (PUBLIC) People Uniting for the Betterment of Life and Investment in the Community Grant pending proof of completed application for Federation of Croatian Societies, Inc., Fundraisers; and

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

Fleet Reserve Association Branch 14, St. Martins Fair; Franklin Health Dept., Bike Rodeo, Family Movie Night, Volition Volleyball Tournament; Franklin Lions Club, Meetings & Fund Raisers; Franklin Park Concerts, Free Concerts; Franklin Police Citizens Academy Alumni, St. Martins Fair; Franklin Police Department, National Night Out; Knights of Columbus, Arts & Crafts Fair; Root River Church, St. Martins Fair; St. Martin of Tours Church, Fundraisers & St. Martins Fair; St. Paul Lutheran School, School Picnic; VFW Post 10394 (Franklin/Hales Corners), St. Martins Fair; Xaverian Missionaries, Annual Mission Festival; Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

- I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of December 1, 2017 in the amount of \$680,206.20; Payroll dated November 24, 2017 in the amount of \$370,759.11 and payments of the various payroll deductions in the amount of \$397,844.34, plus City matching payments; and Estimated Payroll dated December 8, 2017 in the amount of \$398,000.00 and payments of the various payroll deductions in the amount of \$220,000.00, plus City matching payments; and Property tax payments with an ending date of November 30, 2017 in the amount of \$144.20. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 7:02 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

BLANK PAGE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/2017
Organizational Business	Appointments of Inspectors of Election for 2018 and 2019.	ITEM NUMBER E.1


Pursuant to §7.30(4), Stats., the following are appointments of inspectors of election and alternates for 2018-2020:

Jody Ahearn	Gail Freitag	Marlene Magarich
Gail Ankerson	Gerald K Freitag	Kathy Maniaci
Mary Armbruster	Ron Freitag	Nunzio Maniaci
Erin Arneson	Edith Gamble	Carol Manning
John Aschenbrenner	Patty Graef	Julie Marso
Jim Bartnicki	Cristine Gaulke	Dennis McKnight
Mary Bartnicki	Greg Groth	Susan McKnight
Steve Beeck	Sandy Groth	David Meister
Bernard Bellin	Roger Hedrick	Sandra Meister
Kathleen Bennett	Judy Herubin	Judy Merritt
Judy Brooks-Levar	Patty Hogan	Maryanne Mlodzik
Carol Brunner	Barbara Horack	Donna Murray
Rebecca Claus	Donald Horack	Coreen Mutranowski
James Collins	Jacqueline Ignatowski	James O'Malley
Janice L Collins	James Ignatowski	Frances Ostrowiecki
Kenneth Cook	Ellen Jennings	Bernadien Poczekaj
Stephanie Cook	Maria Johnson	Timothy Probst
Sarah Craig	Shirley A Kammers	Ronald Reikowski
Daniel Crass	Janice Kauth	Bonnie Riesing
Ellen Crass	Dale Kazmierczak	Dorothy Roubik-Ellenbecker
Yvonne Czajkowski	Maury Kennedy	Basil Ryan
Bonita Davids	Catherine Kertzman	Karen Ryan
Dorothy Dean	Pat Kleber	Kristy Scalish
Laura Delonay	Richard Koehler	Gail Schashinski
Mary L. Demotto Verburgt	Shirley Koehler	Diane Schauer
Mary Dicks	James Konkel	Monica Scherffer-Henry
Carole Donovan	Cathy Lange	Valori Schmidt
Donna Erickson	Roger Lange	Sue Schlueter
Patricia K Fairchone	Steven Larson	Kathy Schnagl
Ray Fisher	Jacqueline Lenz	Mary Schroeder
Thea Flasch	Frank Levar	Ellen Shiflet
Carolyn Fleischman	Marguerite Lewis	Harry Shiflet
Chuck Fleischman	Layne Litwin	Lynne Sobczak
Dan Fleischman	Patti Logsdon	Monika Sobic
Lois Fratrack	Rita Lyczuk	Felix Stanislawski

Lynn Szudrowitz		
Kathy Ulbricht		
Judith White		
Joanne Wice		
Judy Witkowski		
Wayne Witkowski		
Patricia Wiza		
Rae Ann Wood		
Pete Woodcock		
Penelope A Woodcock		
Mary Ann Zarczynski		
Joan Ziebart		
Cynda Zielinski		

COUNCIL ACTION REQUESTED

Motion to confirm appointments of inspectors of election and alternates as submitted for 2018-2020.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/17
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER E.2
<p>Mayoral Appointment of Adam Burckhardt, 7541 S. 72nd Street, Ald. Dist. 5, Community Development Authority (4 year unexpired term expiring 8/30/18).</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to confirm Mayoral appointment of Adam Burckhardt, 7541 S. 72nd Street, Ald. Dist. 5, Community Development Authority (4 year unexpired term expiring 8/30/18).</p>		

Steve Olson

From: Shirley Roberts
Sent: Monday, July 24, 2017 8:24 AM
To: Steve Olson; Alderman
Subject: FW: Volunteer Fact Sheet

FYI

Shirley Roberts, Deputy City Clerk

City of Franklin
City Clerk's Office
9229 West Loomis Road
Franklin, WI 53132
sroberts@franklinwi.gov
Phone: 414-425-7500
Fax: 414-425-6428

From: volunteerfactsheet@franklinwi.gov [<mailto:volunteerfactsheet@franklinwi.gov>]
Sent: Saturday, July 22, 2017 2:28 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name:	Adam Burekhardt
PhoneNumber:	4146171735
EmailAddress:	adamb@starfireusa.com
YearsasResident:	12
Alderman:	Mike Barber, District 5
ArchitecturalBoard:	0
CivicCelebrations:	0
CommunityDevelopmentAuthority:	1
EconomicDevelopmentCommission:	1
EnvironmentalCommission:	0
FinanceCommittee:	0
FairCommission:	0
BoardofHealth:	0
FirePoliceCommission:	0
ParksCommission:	0
LibraryBoard:	0
PlanCommission:	1
PersonnelCommittee:	0
BoardofReview:	0
BoardofPublicWorks:	0
QuarryMonitoringCommittee:	0

TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Starfire Systems, Inc.
TelephoneJob1: 414-448-0100
StartDateandPositionJob1: 3/01/12 Project Manager
EndDateandPositionJob1:
CompanyNameJob2: Starfire, Inc.
TelephoneJob2: 414-483-5959
StartDateandPositionJob2: 06/1998
EndDateandPositionJob2: 2/12
CompanyNameJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Adam J Burckhardt
Date: 07212017
Signature2: Adam J Burckhardt
Date2: 07212017
Address: 7541 S 72nd St.
PriorityListing: Community Development Authority Economic Development
Commission Plan Commission
I am very concerned with the direction of our city. I feel that the
connections that I have to our community as a younger citizen with
small children provides me with a perspective that will benefit a
sector of our city that is underrepresented. I believe that this
demographic deserves to be a part of the decisions of our community.
Because there is no geographic representation of this group, we hope
our influence can be asserted via the boards and commissions our
community has provided.
WhyInterested:
CompanyAddressJob1: 9825 South 54th St Starfire Systems, Inc.
DescriptionofDutiesJob1: Provide oversight and management of various projects and service
engagements within the community and Wisconsin as a whole.
AddressJob2: 3550 s Iowa Ave St. Francis, WI 53235
DescriptionofDutiesJob2: Increasing responsibility from Warehouse Assistant to Operations
Manager. Occasional leave of absence required for military training
and deployment.
AddressJob3:
DescriptionofDutiesJob3:
AdditionalExperience: Military experience, including decorations for leadership, discipline,
and good conduct.
ClientIP: 70.92.171.31

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/2017
REPORTS & RECOMMENDATIONS	Police Department Donation in the amount of \$1,000 from Alice E. Topel Foundation Ltd.	ITEM NUMBER <i>G.1</i>
<p>The City of Franklin Police Department received a \$1,000 donation from the Alice E. Topel Foundation Ltd in memory of the late David Dey, a longstanding member of the Franklin Police Department Auxiliary Unit. The Foundation has requested that this donation be earmarked for Police Motor Unit.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to accept this donation of \$1,000 from the Alice E. Topel Foundation Ltd. to be deposited into the Police Donation Account.</p>		

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/2017
REPORTS & RECOMMENDATIONS	Contract With Airbus DS Communications for Text 2-911 data service	ITEM NUMBER G.2

BACKGROUND AND ANALYSIS

The Common Council has previously approved the police department installing and implementing a Text 2-911 dispatch service for the city.

The City Attorney has reviewed and recommends the attached contract with Airbus DS Communications.

COUNCIL ACTION REQUESTED

Motion to authorize the police department to enter into an agreement and sign the contract with Airbus to install and service a Text 2-911 communication system for the dispatch center.



VESTA® NEXT PORTFOLIO MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter "MSA") is made as of _____, 201____ (hereinafter "Effective Date") between _____, with its principal place of business located at _____ (hereinafter "Customer") and Airbus DS Communications, Inc., a California corporation, with offices at 42505 Rio Nedo, Temecula, CA 92590 (hereinafter "Airbus DS Communications").

Recitals

WHEREAS, Airbus DS Communications is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

WHEREAS, Customer desires to acquire certain services ("Services") from Airbus DS Communications;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

Terms and Conditions

1. Scope of MSA. This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments ("SOA"), and applicable Airbus DS Communications tariff(s) or price lists ("Tariff"), set forth the terms and conditions governing the purchase of Services by Customer.

2. Service Order Agreement (SOA). In connection with a specific project ("Project") for the purchase of Services, a SOA shall be prepared by Airbus DS Communications, with the cooperation of Customer. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.

3. Service Support Plan. Airbus DS Communications agrees to provide certain support services ("Support Services") as further described in **Exhibit A**, attached hereto and incorporated, in connection with Customer's purchase of Services ("Service Support Plan") The Support Services may be subject to change at Airbus DS Communications' sole discretion; provided, however, any changes to the Support Services will not result in a material reduction in the level of services provided to Customer.

4. Order of Precedence in the Event of Conflict. Notwithstanding anything to the contrary in this MSA, in the event of a conflict among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) the MSA; (iii) the Service Support Plan, and (iv) the Airbus DS Communications applicable Tariff at <http://tariffs.net/airbus>. Airbus DS Communications may modify its Tariff(s) from time to time, and any modification shall be binding upon Customer as provided in the applicable Tariff. However, if Airbus DS Communications makes any changes to the applicable Tariff (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Airbus DS Communications with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving Customer's discontinuance notice, Airbus DS Communications agrees to remove the material adverse effect on Customer. Customer

may enroll to receive email notifications of Tariff changes by sending an email request to customer.inquiry@airbus-dscomm.com.

5. Rates and Charges; Governmental Charges; Taxes and Fees. Customer agrees to pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable SOA. If Customer purchases any Services after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of the MSA, Customer and Airbus DS Communications shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA, Customer shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Airbus DS Communications (if any); (b) Governmental Charges (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Airbus DS Communications shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 21** herein or by other reasonable means. Airbus DS Communications may add or adjust rates, charges, and fees in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to third parties in support of statutory or regulatory programs ("Governmental Charges"). Unless otherwise specified, prices in any SOA do not include applicable federal, state, or local sales tax, transportation tax, or other tax or fees required to be imposed upon the items ordered by reason of their sale or delivery. Such tax, if any, shall be charged and listed as separate items on the invoice unless Customer furnishes Airbus DS Communications applicable tax-exemption certificates.

6. Payment. Invoicing and payment shall be made in accordance with the applicable SOA. Airbus DS Communications shall provide Customer with invoices detailing all amounts due under the applicable SOA. Customer shall pay interest on any amount not paid in an amount and within the time frame specified in the SOA.

7. Term of MSA. This MSA shall commence on the Effective Date and terminate five (5) years thereafter (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall automatically renew and continue in force for an additional five (5) years ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any time thereafter. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term.

8. Termination of MSA.

A. For Cause. Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions. If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure. If the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of the MSA shall be effective on the 31st calendar day.

B. Termination for Convenience. Subject to the terms of **Section 8(E)** below, Customer may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with **Section 21** herein.

C. Termination by Mutual Agreement. This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon 30 calendar days prior written notice, Customer notifies Airbus DS Communications that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Airbus DS Communications and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

D. Effect of Termination or Expiration. In the event of termination of this MSA or SOA, Airbus DS Communications shall be entitled to payment for Services ordered by Customer prior to termination of this MSA and delivered and/or rendered, as applicable.

E. Termination Charges. If Customer terminates this MSA or a SOA for failure to obtain appropriation or budget funding pursuant to the terms of **Section 11** entitled "Appropriation: Funding," Customer shall have no further liability under this MSA except as otherwise provided in **Section 11**. If: (a) Customer chooses early termination of this MSA or a SOA, or (b) Airbus DS Communications terminates this MSA for Cause (as provided in **Section 8(A)**), then Customer shall pay to Airbus DS Communications, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA for the period remaining in the applicable Term. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

9. Quotes and Orders. This MSA shall not be construed as a purchase order for any Services. Whenever Customer desires a quote from Airbus DS Communications regarding the purchase of Services, Customer shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If Customer desires to purchase the Services identified in a quote, Customer shall sign a SOA. Upon a fully executed SOA, Airbus DS Communications shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

10. Notice of Service Interruption or Disconnection. Airbus DS Communications shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Airbus DS Communications may interrupt Service with notice as necessary to protect the security and proper operation of Airbus DS Communications' or Customer's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. Customer shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

11. Appropriations; Funding. Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii) despite Customer's reasonable best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Airbus DS Communications to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer must provide Airbus DS communications with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate the MSA or an applicable SOA under this Section. Termination of the MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates the MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for Services incurred through the date of termination, and reimburse all unrecovered, non-recurring charges.

12. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AIRBUS DS COMMUNICATIONS' PRIVACY POLICY (AS PROVIDED IN [HTTP://WWW.AIRBUS-DSCOMM.COM/](http://www.airbus-dscomm.com/)) AND INCORPORATED HEREIN, AIRBUS DS COMMUNICATIONS HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY AIRBUS DS COMMUNICATIONS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

13. **Limitation of Liability.** IN NO EVENT SHALL AIRBUS DS COMMUNICATIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED CUSTOMER'S MONTHLY RECURRING CHARGES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, WHICH COLLECTIVE TOTAL LIABILITY SHALL NOT EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES. IF CUSTOMER'S SERVICE IS INTERRUPTED, AIRBUS DS COMMUNICATIONS' LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT AIRBUS DS COMMUNICATIONS' LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL AIRBUS DS COMMUNICATIONS BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND AIRBUS DS COMMUNICATIONS' REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS. AIRBUS DS COMMUNICATIONS IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO AIRBUS DS COMMUNICATIONS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

14. Insurance and General Indemnity.

Airbus DS Communications shall, during the life of this MSA, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this MSA, Airbus DS Communications shall supply Customer with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify

that such protection shall not be cancelled without thirty (30) calendar days prior notice to Customer, and naming Customer as an additional insured for General Liability.

A. To the fullest extent permitted by law, Airbus DS Communications shall indemnify and hold harmless Customer, Customer's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Airbus DS Communications or Airbus DS Communications' officers, directors, partners, employees, and consultants in the performance of Airbus DS Communications' services under this MSA; provided that Customer provides Airbus DS Communications with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a claim; (ii) sole control over the decision-making with regarding to the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such claim.

B. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Airbus DS Communications, Airbus DS Communications' officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Customer or Customer's officers, directors, partners, employees, and consultants with respect to this MSA.

C. To the fullest extent permitted by law and subject to Section 13, Airbus DS Communications' total liability to Customer and anyone claiming by, through, or under Customer for any injuries, losses, damages and expenses caused in part by the negligence of Airbus DS Communications and in part by the negligence of Customer or any other negligent entity or individual, shall not exceed the percentage share that Airbus DS Communications' negligence bears to the total negligence of Customer, Airbus DS Communications, and all other negligent entities and individuals.

D. In addition to the indemnity provided under this Section 14(B), and to the fullest extent permitted by law, Customer shall indemnify and hold harmless Airbus DS Communications and Airbus DS Communications' officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Customer to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

E. Nothing contained within this MSA is intended to be a waiver or estoppel of the contracting municipality Customer or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Customer or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

15. Airbus DS Communications-Provided and Owned Equipment. Any equipment provided and owned by Airbus DS Communications and installed on Customer's premises (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Airbus DS Communications. The equipment shall remain in good condition, less normal wear and tear. Airbus DS Communications shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees, agents, or contractors, in which case Customer shall reimburse Airbus DS

Communications for the cost of any necessary repairs or replacement of the equipment as determined by Airbus DS Communications in its sole discretion. Customer shall provide Airbus DS Communications reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Airbus DS Communications does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Airbus DS Communications requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Airbus DS Communications for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Airbus DS Communications and ensuring such equipment is compatible with Airbus DS Communications' network.

16. Confidentiality and Nondisclosure.

A. Confidential Information. By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to Customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to contractors of a party who, by virtue of the duties assumed by such contractors, have a need to know such information, provided that prior to such disclosure the party has obtained from the contractor a written agreement to abide by confidentiality obligations substantially equivalent to those stated herein.

B. Nondisclosure. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this MSA; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this MSA and for a period of three (3) years after termination of this MSA, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this MSA or in the exercise of rights conferred by this MSA. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this MSA. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Airbus DS Communications product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

17. Customer Consent to Use of Customer Proprietary Network Information ("CPNI"). Airbus DS Communications acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Airbus DS Communications and made available to Airbus DS Communications solely by virtue of Customer's relationship with Airbus DS Communications. With Customer consent, Airbus DS Communications may share Customer CPNI and other Confidential Information among its affiliates, agents, and contractors so that all may use this information to offer Customer the full range of products and services offered by Airbus DS Communications and its affiliates. By signing this MSA, Customer consents to Airbus DS Communications using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Airbus DS Communications in writing at customer.inquiry@airbus-dscomm.com of Customer's decision to withhold Customer's consent to use CPNI. Customer's consent or refusal to consent shall remain valid until Customer otherwise advises Airbus DS Communications. Customer's refusal to consent shall not affect Airbus DS Communications' provision of Services to Customer.

17.1 Airbus DS Communications shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Airbus DS Communications may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

17.2 Airbus DS Communications may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Airbus DS Communications that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives; to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives; to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives; or via Airbus DS Communications' on-line customer portal or other on-line communication mechanism.

17.3 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Airbus DS Communications, who have existing relationships on behalf of Customer with Airbus DS Communications customer service, account, or other Airbus DS Communications representatives and all other persons authorized in written notice(s) (including email) from Customer to Airbus DS Communications. Authorized Customer Representatives shall remain such until Customer notifies Airbus DS Communications in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and shall cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Airbus DS Communications in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

17.4 Customer's notices of authorization or deauthorization must be sent to Airbus DS Communications, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

18. Compliance with Applicable Laws.

18.1 Airbus DS Communications shall comply with all applicable federal, state and local laws and regulations in providing the Services.

18.2 Airbus DS Communications agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

18.3 Airbus DS Communications is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Airbus DS Communications Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Airbus DS Communications by Customer, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Airbus DS Communications by Customer, all rules, regulations, and procedures to which an employee of Customer would be subject while performing similar activities on Customer's premises to the extent that the Authorized Airbus DS Communications Representatives are performing work on Customer's premises.

19. Cooperative Purchasing. A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Airbus DS Communications have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

20. Force Majeure. Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

21. Notices. All notices given under this MSA shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

For Customer:

Name: Franklin Police Department
Address: 9455 W. Loomis Road
Franklin, WI 53132
Attn: Cindy Manke, Communications Supervisor
Tel: (414) 858-2670
Fax: _____

For Airbus DS Communications:

Name: Airbus DS Communications, Inc.
Address: 42505 Rio Nedo
Temecula, CA 92590
Attn: President
Tel: (951) 719-2100
Fax: (951) 296-2727

With copy to:

Name: Airbus DS Communications, Inc.
Address: 42505 Rio Nedo
Temecula, CA 92590
Attn: Legal Department
Tel: (951) 719-2100
Fax: (951) 296-2727

22. Amendment or Waiver. No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this **Section 21**, an electronic mail shall not constitute a writing.

Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

23. Severability. If any part, term or provision of this MSA or SOA is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

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

25. Assignment and Subcontracting. Except as hereinafter provided, neither this MSA nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets. Notwithstanding the foregoing, Airbus DS Communications shall have the right to subcontract all or a portion of any Services provided hereunder.

26. Authority. Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

27. Survival of Provisions. The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

28. Entire Agreement. This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and Airbus DS Communications.

29. Captions. Article and section headings used herein are for convenience only and are not a part of this MSA and shall not be used in construing it.

30. Counterparts. This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above. Delivery of an executed signature page of this MSA by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

[Signature Page to Master Agreement Continues on Next Page]

[Continued Signature Page to Master Agreement From Previous Page]

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date provided above.

CUSTOMER

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

AIRBUS DS COMMUNICATIONS, INC.

By: Ellick C. Hsu
(Signature)

Name: ELICK C. HSU
(Print - Block Letters)

Title: SENIOR LEGAL COUNSEL

Airbus DS Communications Service Order Agreement No. 1

1. TERM OF SERVICE ORDER AGREEMENT

This Airbus DS Communications Service Order Agreement ("SOA") shall commence on _____, (the "SOA Effective Date") and terminate 5 years after the Services Commencement Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA").

2. DEFINITIONS

Capitalized terms used but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"Applicable Tariffs" consist of the standard Airbus DS Communications service descriptions, pricing and other provisions filed by Airbus DS Communications or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Airbus DS Communications from time to time. In the event an Applicable Tariff is withdrawn by Airbus DS Communications or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"Individual Case Basis" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Airbus DS Communications may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

3. SERVICES

Airbus DS Communications will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

9-1-1 SERVICES (Indicate Selection by Checking Box)

- ☐ 9-1-1 Tabular Routing + 9-1-1 ANI
- ☐ 9-1-1 ALI Database (DB) Services + DB Management
- ☐ 9-1-1 Network Elements

3.2 OPTIONAL SERVICES

Optional services may be ordered that are not included in the Applicable Tariffs, schedules, and/or price lists ("Optional Services"). Optional Services will be set forth as attachment(s) to this SOA and incorporated herein by reference.

- ☐ VESTA 911 as a Service
- ☒ VESTA NEXT Data Delivery Service

3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on _____ ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on _____ ("Optional Services Commencement Date." Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, the monthly recurring charges and term shown herein shall be as follows:

(a) for Regulated Services, the monthly recurring charges will convert to the Applicable Tariff rate and term therein; (b) for Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are priced pursuant to the Applicable Tariff rates and/or pursuant to an Individual Case Basis arrangement.

4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Airbus shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Airbus DS Communications Service Order Agreement No. 1

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<http://www.census.gov/popest/counties/>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

5. INVOICING AND PAYMENT

Except as otherwise provided, invoicing and payments shall be made as set forth below. If no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Airbus DS Communications shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Airbus DS Communications shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month.

Payment is due thirty (30) days net from the date of invoice. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Airbus.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill beginning from the date first due until paid in full.

6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Airbus DS Communications reserves the right to increase charges as a result of: (i) expenses incurred by Airbus DS Communications reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Airbus DS

Communications or the amount Airbus DS Communications is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Airbus DS Communications acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

CUSTOMER

Signed: _____

Print Name: _____

Title: _____ Date: _____

AIRBUS DS COMMUNICATIONS, INC.

Signed: Ellick C. Hsu

Print Name: ELICK C. HSU

Title: SENIOR LEGAL COUNSEL Date: 12/12/17

Airbus DS Communications Service Order Agreement No. 1

ATTACHMENT 1 PRICING SCHEDULE

SUMMARY

County	2016 U.S. Census Population Estimate	Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	Monthly Recurring Charge (MRC) per Person	MRC Total
Franklin County, WI	N/A	N/A	\$3,000.00	N/A	\$13,610.43

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS	
MILESTONES (Options)	Total Amount
1. Contract Execution – 100%	\$3,000.00
2. Contract Execution – 50% Installation Completion – 50%	N/A
3. Other (Agreed to by the Parties)	N/A
SUBTOTAL (NRC/ADVANCE PAYMENTS)	\$3,000.00

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES				
	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
9-1-1 Emergency Services				
9-1-1 Tabular Routing + 9-1-1 ANI	N/A	N/A	N/A	N/A
9-1-1 ALI Database (DB) Services + DB Management	N/A	N/A	N/A	N/A
9-1-1 Network Elements	N/A	N/A	N/A	N/A
9-1-1 Tabular Routing + 9-1-1 ANI 9-1-1 ALI Database (DB) Services + DB Management 9-1-1 Network Elements	N/A	N/A	N/A	N/A
OPTIONAL SERVICES				
VESTA® NEXT Data Delivery Service	N/A	\$226.84	60	\$13,610.40
SUBTOTAL (MRC)				\$13,610.40

TOTALS – NRC/ADVANCE PAYMENTS AND MRC	
SUBTOTAL – NRC/ADVANCE PAYMENTS	\$3,000.00
SUBTOTAL – MRC	\$13,610.40
TOTAL AMOUNT (NRC + MRC)	\$16,610.40

Airbus DS Communications Service Order Agreement No. 1

ATTACHMENT 2
PROPOSAL

[Insert Proposal]

We keep people connected
WHEN IT MATTERS MOST

AIRBUS

We create smarter ways to
KEEP ALL OUR COMMUNITIES SAFE

We design with AN OPEN MIND

Service Support Plan

VESTA[®] NEXT SERVICES

DECEMBER 11, 2017

CRITICAL MATTERS[®]

AIRBUS DS Communications | home of **VESTA[®]**

TABLE OF CONTENTS

1.0	Support Plan Summary -----	3
1.1	Introduction – Serving Our Customer's Needs -----	3
1.2	Service Management Overview – VESTA® Services -----	3
2.0	Service Delivery and Support-----	4
2.1	Service Desk-----	4
2.1.1	MyVESTA® Services Web Portal-----	4
2.2	Network Security & Operations Center-----	4
2.3	Technical Support Center-----	5
2.4	Support Engineer -----	5
2.5	Originating Service Provider -----	5
2.6	Location Database -----	6
2.7	Service Manager-----	6
3.0	Incident Reporting and Response-----	8
3.1	Reporting Incidents-----	8
3.2	Response and Severity Level Definitions-----	8
3.2.1	Service Credits -----	10
4.0	Performance Metrics-----	12
4.1	IP Network Performance Metrics -----	12
4.2	VESTA Router Service Performance Metrics-----	12
4.3	VESTA Location Service Performance Metrics -----	13
5.0	Change Requests -----	14
5.1	Requesting a Service Change-----	14
5.2	Change Management Process -----	14
6.0	Summary-----	15
7.0	Conditions and Exclusions -----	16
7.1	Conditions -----	16
7.2	Exclusions -----	16

1.0 SUPPORT PLAN SUMMARY

1.1 Introduction – Serving Our Customer's Needs

A customized Support Plan has been tailored to the specific needs of your agency. Our Service Delivery Team is focused on the health, system performance and reliability of the VESTA Router, Location Database and Network solution as part of your VESTA® NEXT service. Your Service Manager maintains close and constant communications with you and will continually monitor and assess our service delivery over the full lifecycle of the engagement. They will also report in a fully transparent manner on our performance in meeting your specific needs and recommend any changes or adaptations where necessary.

Our goal is to build a support relationship you can trust and count on.

1.2 Service Management Overview – VESTA® Services

Service Management is the key to effective service delivery and relationship building. Our VESTA Services program offers end-to-end Service Management and includes:

- Service Manager
- Service Desk
- Network & Security Operations Center (NSOC)
- Technical Support Center
- Support Engineers
- Location Database Management

The Service Desk, Network & Security Operations Center (NSOC), and the Technical Support Center are co-located to ensure Airbus maintains a holistic view of your service delivery environment.

2.0 SERVICE DELIVERY AND SUPPORT

2.1 Service Desk

The Airbus Service Desk is the central point of contact to report incidents and submit requests. Co-located with the Technical Support Center within the Network & Security Operations Center (NSOC), our Service Desk provides:

- 24x7x365 availability to assist with your service needs
- The Service Desk can be reached via:
 - Telephone 844.373.6427
 - Email: NSOC@airbus-dscomm.com
 - MyVESTA® Services web portal

Note: Critical and High priority incidents should not be reported via email or the web portal.
- Product and system technical resources are ready to receive and take action on requests for service
- The Service Desk will:
 - Open a case and categorize the issue or request
 - Resolve incidents based on priority
 - Perform remote analysis to assist in identifying a corrective action plan
 - Escalate the incident/request to technical or service experts when required
 - Dispatch Support Engineers where remote corrective actions are not possible
 - Engage next level management to ensure timely problem resolution
 - Provide regular status updates for escalated incidents

2.1.1 MyVESTA® Services Web Portal

The MyVESTA® Services Portal is the front-end into our support structure. The portal provides direct access into our Incident Management system where you will have access to the same information as our engineers and managers. The Portal provides the ability to:

- Create cases, provide updates or to obtain status updates for an existing case
- Run Real-time (ad hoc) or schedule performance metrics for Uptime, Network Health, Response Times and Performance reports
- Query statistical data or export to Excel, CSV, or PDF formats
- Submit or obtain status on Service Requests
- The portal also provides access into our Monitoring tool, where Customers are presented an interactive topology map using Green, Yellow and Red depictions for the status of a device. This helps both our NSOC and Customers quickly understand where problems may reside along with the impact to their environment.

2.2 Network Security & Operations Center

The Network Security & Operations Center (NSOC) monitors and provides on-going management of VESTA® NEXT services, which includes VESTA® Router, and works closely with the Service Desk. The NSOC provides:

- Management of the VESTA® NEXT solution on a 24x7x365 basis
- Continuous monitoring of the performance and availability of the solution

- Monitoring of throughput, latency, jitter and packet loss
- Creation of alerts based on thresholds and parameters and distributes notifications appropriately
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality
- Automatic notification emails sent to designated contacts for certain classifications of incidents
- Firewall and SBC Monitoring / Management - IP Packet Security on the Ingress and Egress portions of the solution
- Intrusion Detection - User and Environmental Behavioral Analysis (UEBA) looks at patterns of human (user) behavior, and then apply algorithms to detect meaningful anomalies from those patterns
- Authentication, Authorization and Accounting (AAA) is leveraged to ensure only those allowed access, are able to access while logging what they were doing while connected
- Disaster Recovery through the buildout of Failure Domains and system Backups

2.3 Technical Support Center

The Technical Support Center, co-located with the Service Desk and NSOC, is available 24x7x365 and staffed with subject matter experts ready to handle escalated cases/incidents.

For technical issues, the escalation process is as follows:

Escalation Level One – NSOC Manager

Dave Catron

Dave.Catron@airbus-dscomm.com

Office: 951.719.2188

Escalation Level Two – Director, Network Operations

Beau Kinsey

Beau.Kinsey@airbus-dscomm.com

Office: 951.719.2844

2.4 Support Engineer

While most incidents and service requests can be handled remotely, Airbus will:

- Dispatch technicians should on-site technical expertise be required
- Access and maintain critical spare hardware components at each data center
- Manage scheduled maintenance via a formal operational and validation review within Airbus following the Airbus Change Management process

2.5 Originating Service Provider

Acting as the single point of contact, Airbus will engage the originating service providers (OSPs) (e.g. LEC, Wireless, VoIP providers, etc.) on your behalf and remain engaged with you and the OSP from incident inception through resolution.

- Through the use of a Letter of Authorization (LoA), Airbus will be able to support any service incident related to the solution/network functionality of the OSP

- Airbus will coordinate with the OSP to ensure timely updates and resolution are provided

2.6 Location Database

Airbus, through partnership with 911 Datamaster, is providing location services for proper routing of 9-1-1 calls and for providing ALI to your PSAPs. 911 Datamaster will interface daily with all OSPs to manage location data to include:

- Subscriber Record Management, which is the collection of service order records from Telephone Service Providers (TSPs),
 - Validation of those records against the MSAG
 - Interface with you to resolve MSAG issues
 - Storage of the records for the generation of the ALI database
 - Service order processing and error resolution are included in the service
- After processing and validating subscriber record updates, ALI records are posted for call routing and for retrieval and display at the PSAP during 9-1-1 calls.
- ALI Discrepancy Management – Performs investigation of ANI/ALI discrepancy reports and refers each discrepancy to the respective TSP for resolution.
- Assist with the resolution of misroutes. An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.
- In addition 911 Datamaster performs the following:
 - Monitor LNP migrations
 - Investigate NRF errors
 - User account management for OSPs

911 Datamaster has a number of methods available to ask questions, notify 911 Datamaster of an incident, or submit a request:

- Call the Customer Help Desk line: 913.231.5591
- Visit the 911 Datamaster website at www.911datamaster.com
- Submit an online request for help through the Help Desk Portal <https://helpdesk.911datamaster.com>
- Email Datamaster at 911DM_helpdesk@911datamaster.com

2.7 Service Manager

The Airbus Service Manager is assigned to work with you to support all aspects of your contracted services. Your Service Manager:

- Works with the Service Desk to report on the delivery of services to ensure service levels are maintained
- Works with you and our Service Desk to establish and refine policies and procedures to ensure support is consistently delivered
- Serves as a Point of Escalation when service or support levels are not meeting expectations
- Serves as the liaison between you and our internal departments for escalated incidents

- Provides timely and frequent informational updates about progress towards resolving incidents
- Reviews with VESTA® NEXT Customers prior month service performance metrics and incident resolution status.

3.0 INCIDENT REPORTING AND RESPONSE

3.1 Reporting Incidents

The Service Desk is staffed with technicians trained in the VESTA® NEXT solution. Support staff personnel will access the solution remotely to fully understand the incident being reported.

- Customers contact the Service Desk via our toll-free number at 844.373.6427 to report an incident, inquire on the status of an incident, or place a Service Request
- At a minimum, when reporting an incident the Service Desk will require:
 - Customer name
 - Caller's name
 - Caller's contact number (supply alternate call back number)
 - Description of the problem or request
 - Operational impact of the problem (Severity)
- Upon notification of the incident, the Service Desk will supply a case number for reference
 - **NOTE:** For Critical and High severities, the Service Desk will continue working with you to begin troubleshooting the reported incident immediately.

3.2 Response and Severity Level Definitions

Response Time – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by the Airbus NSOC or (b) reported to the NSOC by the Customer to the time that a qualified technician is actively troubleshooting the issue.

Response Time Coverage – Seven (7) days per week, 24 hours per day, 365 days of the year with a four (4) hour (maximum) response time to have an Airbus technician on site for Critical or Major severity issue related hardware, software, network repair/maintenance issues or events. This includes all Holidays. When on site repair may be necessary for Minor Severity issue they will be addressed next business day.

Reporting Trouble – The 1.844.373.6427 number is provided to all PSAP's for both 9-1-1 network and equipment repair issues. This also improves response times whereas the PSAP's do not need to call two different numbers to open a repair 9-1-1 call. If the issue that was called in cannot be resolved through our Airbus remote diagnostics by the Network Security Operations Center (NSOC), then a technician shall be on-site within the above stated response times. The Airbus NSOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence upon either the issue is (a) detected by the Airbus NSOC or (b) reported to the NSOC by the Customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure Conditions; or (b) scheduled preventive maintenance of which the Customer was notified and to which it consented in advance.

System Spares – To assure that Airbus meets the service commitments, Airbus will maintain maintenance components at locations within the region.

For each reported or alert generated Critical or Major incident, the Service Desk will apply a Severity Level classification with an assigned target Response Time. This classification provides the means to manage the appropriate response and engagement process.

Severity	Description	Notification Timeline	Examples	Communication Interval
Critical Incident 24 x 7	Service Outage Routing and location service failure and/or degradation which causes a failure of calls to route to the PSAP with ANI and location information on 30% or more of the calls received from the OSPs. Any issue that would be categorized as a Major Service Degradation that is repetitive within a 3-month time.	<ul style="list-style-type: none"> • Within 15 minutes, notification will be provided. • 30 to 45 minutes: Provide a status notification to designated personnel. 	<ul style="list-style-type: none"> • PSAP(s) not receiving calls • Audio is not working if even only intermittent • OSP traffic is not able to reach PSAP(s) • Unable to deliver location and caller information • Network hardware or circuit failure at PSAP or datacenter. 	Hourly until issue is resolved
Major Incident 24 x 7	Service Degraded Routing and location service degradation which causes a failure of calls to route to the PSAP with ANI and location information on fewer than 30% of the calls received from the OSPs	<ul style="list-style-type: none"> • Within 30 minutes, notification will be provided. • 1 hour: Provide a status notification to designated personnel. 	<ul style="list-style-type: none"> • Reduced ingress capacity 	Every 2 hours
Minor Incident 8x5 Next Business Day (Excluding Holidays)	Service or Device Malfunction The failure of a device, component or service that only impacts a single component or non-call delivery service feature. Does not cause an impact to the delivery of 9-1-1 calls as defined under	<ul style="list-style-type: none"> • Next Business Day. <p>NOTE: All Critical and Major severities will be prioritized over any Minor issue.</p>	<ul style="list-style-type: none"> • The loss of non-critical functionality / not-service impacting 	Daily (Business Days only)

Severity	Description	Notification Timeline	Examples	Communication Interval
	<p>Critical and Major Severities.</p> <p>Inaccurate ALI Information for individual telecommunication subscribers affect Allegheny's ability to access reports and or manage call delivery</p>			

Notes:

1. Any loss of a redundant service components but services are functioning with reduced capacity or service elements are no longer redundant will be treated as a Major incident for purposes of service response.
2. If purchased, any loss/degradation of the disaster alternate trunking will be treated as a Major incident for puposes of service response.

3.2.1 Service Credits

Severity Level	Incident Time	Service Credit
Critical Incident	< 4 hours	No Credit
	Over 4 hours	The Customer will receive a service credit of 1% of the Monthly Recurring Cost (MRC) for each hour or part thereof for each Incident Time, as defined in Section 3.2 exceeding 4 hours.
Major Incident	< 4 hours	No Credit
	Over 4 hours	The Customer will receive a service credit of 0.5% of the Monthly Recurring Cost (MRC) for each hour or part thereof for each Incident Time, as defined in Section 3.2 exceeding 4 hours.
Minor Incident	N/A	No Credit

The maximum cumulative Service Credits available per month shall be capped at 10% of the Monthly Recurring Cost (MRC).

EXCLUSIONS TO SERVICE CREDITS

The following exclusions apply to all Service Credits:

1. No Service Credits will be due where routing failures are related to routing database inaccuracies.
2. No Service Credit will be due to the extent the Incident Time is not met because the incident is the result of an act or omission on the part of the Customer, or its contractors.
3. If the Incident Time is not met because Airbus is delayed in or prevented from responding to or restoring a service component or equipment because of any act or omission on the part of the Customer, then the time used to measure the Incident Time will be correspondingly stayed to reflect the amount of time that Airbus was delayed in or prevented from responding or restoring such service component or equipment.
4. No Service Credit will be due to the extent the Incident Time is not met because of a Force Majeure event (as defined in the applicable Master Service Agreement) directly impacting the Customer or Airbus infrastructure.
5. No Service Credit will be due during periods of scheduled work by Airbus including maintenance and new installations of hardware and/or software that have been approved through the Change Management Request Process or Customer approval. Notwithstanding the foregoing, Airbus will take commercially reasonable efforts to prevent scheduled maintenance and new installations from impacting support and the Incident Time. However, should an incident occur during periods of scheduled work by Airbus that persists beyond completion of the scheduled work or should an incident occur which is caused by service components not reasonably related to the scheduled work, a Service Credit will apply where applicable.
6. No Service Credit will be due if the incident is resulting from network devices or malware (e.g., viruses, worms, etc.) unless Airbus is determined to be solely responsible for introducing such unapproved device or malware.
7. No Service Credits will be due if the parties agree that the incident results in a "No Trouble Found" trouble ticket.
8. No Service Credits will be due if the Incident Time is not met because of the Customer's material non-compliance with any obligation under the Agreement to the extent such non-compliance is a substantial contributing factor to Airbus's failure to meet the Incident Time.
9. No Service Credits will be due if the cause of non-performance arises from or is related to the Customer provided network.

4.0 PERFORMANCE METRICS

VESTA NEXT services are deployed to the following performance metrics:

4.1 IP Network Performance Metrics

Metric	Implementation	In Service
IP Circuit Availability	Tested for connectivity and failover performance.	Measured on a monthly basis to achieve 99.9% availability on a per circuit basis. IP network service provider SLA in effect.
Network Jitter	Tested for compliance to ≤ 20 ms.	Measured on a monthly basis the network jitter shall be less than 20 ms between demarcation points.
Network Throughput	Tested for compliance to bandwidth specified.	Performance monitored not to exceed design limits
Network QoS	Tested prior to cutover to verify QoS standards are being met.	Voice traffic should be marked to DSCP (Differentiated Services Code Point) EF (Expedited Forwarding) per the QoS Baseline and RFC 3246.
Network Packet Loss	Tested for compliance to $\leq 0.5\%$.	Measured on a monthly basis the average packet loss between demarcation points shall not exceed 0.5%.
Network Latency	Tested for compliance to ≤ 35 ms.	Measured on a monthly basis the network latency shall be less than 35ms between demarcation points.

4.2 VESTA Router Service Performance Metrics

Metric	Performance Measure
Throughput	The service is designed to meet the following throughput. Throughput is based on a single data center site supporting 100% of the peak call volume for a 24 hour period. Peak call volume is based on the busiest PSAP average call volume times ten (10), with a 10% incremental adder for SMS messages.
System Failover	The service core elements shall automatically re-route all traffic in the event of a failure of the network or other any service core element. In many failure scenarios, the system shall perform the re-route function without dropping calls in process.

Voice Quality	The Mean Opinion Score (MOS) goal is 4.0. The network security operations center (NSOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the service if the MOS score dips below a specific value. If the MOS score drops to 4.00 or below, the NSOC/system will enable alternate paths when available.
Service Availability	The VESTA Routing Service is architected to provide 99.999% availability to deliver 9-1-1 calls to the service demarcation point identified as the egress port located at the PSAP host site or up to the point where path diversity no longer exists. This equates to a cumulative service downtime not to exceed 5.26 minutes per year. VESTA Routing service availability is measured by the cumulative number of minutes of downtime when the VESTA Routing service is unable to deliver 9-1-1 calls to the service demarcation point. The duration of the VESTA Router service downtime will be determined by data contained in the VESTA Router system log files.

4.3 VESTA Location Service Performance Metrics

Metric	Performance Measure
Service Availability	The VESTA Location service is architected to provide 99.999% availability to deliver location data in response to the location demarcation point in response to a location request. Location Service availability is measured by the cumulative number of minutes of downtime when the Location Service is unable to deliver a location response to the location demarcation point.

5.0 CHANGE REQUESTS

5.1 Requesting a Service Change

A service change request is coordinated through the Service Desk. The change is initiated by completing a Request for Change (RFC) form. The RFC is used to document the requested service change. Airbus service and engineering staff will assess and identify potential impact, risk, timeline, and any costs (if applicable) associated with functional change, hardware or component additions, integration to additional systems/networks, etc.

The change management process ensures that all service change requests to the VESTA® NEXT solution are properly documented, reviewed, and approved by all stakeholders prior to implementation.

5.2 Change Management Process

Airbus utilizes a detailed, ITIL based change management process to ensure standardized methods and procedures are followed for efficient and prompt handling of all changes. The change management process allows Airbus to avoid/minimize the impact of change-related incidents on service delivery, and prevent any disruption to your day-to-day operations.

A service change request follows the Airbus Change Management Process which includes:

- Create Service Request for Change
- Review and Assess Service Request for Change
- Develop Implementation Plan
- Test the Change
- Roll Back Plan Identified
- Change Approval

The Service Manager fulfills the role of Change Manager. Information about changes in requirements, network services, application patches, software updates, new service requests, or any other source of change, is tracked in our change management system.

6.0 SUMMARY

The overall goal of the Airbus DS Communications Service Delivery Team is trained, responsive, and proactive, thereby, allowing you to remain focused on providing critical public safety services.

Our Support Plan includes the following key VESTA Services elements:

- **Network & Security Operations Center (formerly known as Managed Services)** – Continuous monitoring and response of the VESTA® NEXT solution as well as providing notification of critical and high alerts
- **Service Desk**—One place to report incidents and place requests. Reported incidents are correlated with monitoring for assistance in root cause determination
- **MyVESTA® Services Web Portal** – Enhanced access to case status and resolution details
- **Technical Support Center** - Staffed with subject matter experts to handle escalated cases
- **Support Engineers** – Support engineers who provide resolution to incidents and complete service requests
- **Originating Service Providers** – Engagement with OSPs to facilitate resolution of reported incidents
- **Location Database Management** – Provide comprehensive location data management services to ensure proper routing of 9-1-1 calls and deliver Location Services/ALI to your PSAPs
- **Service Manager**— A Service Manager who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations

7.0 CONDITIONS AND EXCLUSIONS

7.1 Conditions

Airbus Services ensure the optimal performance of your VESTA® NEXT solution. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- On-site intervention requires Customer to provide site access
- Remote monitoring, troubleshooting and restoration requires that Customer provide direct unencumbered remote access to all locations and equipment
- Equipment must be operated in a normal environment and protected from adverse conditions which may impact performance and / or damage equipment

7.2 Exclusions

Airbus service and support obligations hereunder will not apply to any Airbus supported software or hardware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by Customer or others, unless otherwise approved in writing by Airbus
- Connection of another machine, device, application or interface to Airbus supported equipment (hardware and/or software) by Customer or others, which has caused damage to Airbus supported equipment
- Damage or destruction caused by natural or man-made acts or disasters
- Failure or degradation in performance of Airbus supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Airbus for use in Customer's environment
- The operation of the software in a manner other than that currently specified in applicable product documentation
- The failure of Customer to provide suitable qualified and adequately trained operating and maintenance staff
- Incompatible or faulty Customer hardware and/or software interfaces
- Modifications made without Airbus written approval to the OS, network, hardware or software environment or software applications

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

We keep people connected
WHEN IT MATTERS MOST

We create smarter ways to
KEEP ALL OUR COMMUNITIES SAFE

We design with AN OPEN MIND

Franklin PD, Wisconsin

VESTA[®] NEXT
Data Delivery Service



September 21, 2017

1. Introduction

Airbus DS Communications, Inc. (Airbus) is pleased to provide this proposal to Franklin PD, WI for VESTA® NEXT Data Delivery Service (Data Delivery Service). The Data Delivery Service is part of the VESTA® NEXT Portfolio providing NG9-1-1 solutions as-a-service. In our proposal, we have included details of the VESTA NEXT Data Delivery Service which include the following:

- Overview of the Data Delivery Service
- Data Delivery Service Architecture
- Text Message Delivery
- Delivery Network
- Text Compatibility
- Benefits of the Data Delivery Service
- Pricing
- Future Text Messages to 9-1-1 Capabilities
- Implementation Approach

2. VESTA® NEXT Data Delivery Service

Text to 9-1-1 is the ability to send a text message to reach 9-1-1 emergency call takers from a mobile phone or device. A text to 9-1-1 application has two components: (1) the text message delivery service; and (2) the workstation client to view and manage the communication process.

Airbus provides a complete solution for text to 9-1-1: (1) VESTA NEXT Data Delivery Service; and (2) VESTA® SMS (SMS). The Data Delivery Service is the service that delivers the 9-1-1 text messages to the PSAP. When the 9-1-1 text messages are received by wireless providers and delivered to the applicable primary text control centers (TCC(s)), Airbus delivers the text messages from the TCCs to the applicable PSAP. The Data Delivery Service connects with the TCCs and the PSAP utilizing the Message Session Relay Protocol (MSRP) per the ATIS-STD-J-110 for communication of messaging and signaling content to and from the PSAP. The Data Delivery Service will receive text messages from the wireless providers connected directly to both of the TCCs and deliver those text messages to the PSAP. Although not a part of this Proposal, the Airbus SMS allows the call takers to view the delivered text to 9-1-1 and manage the text communications process.

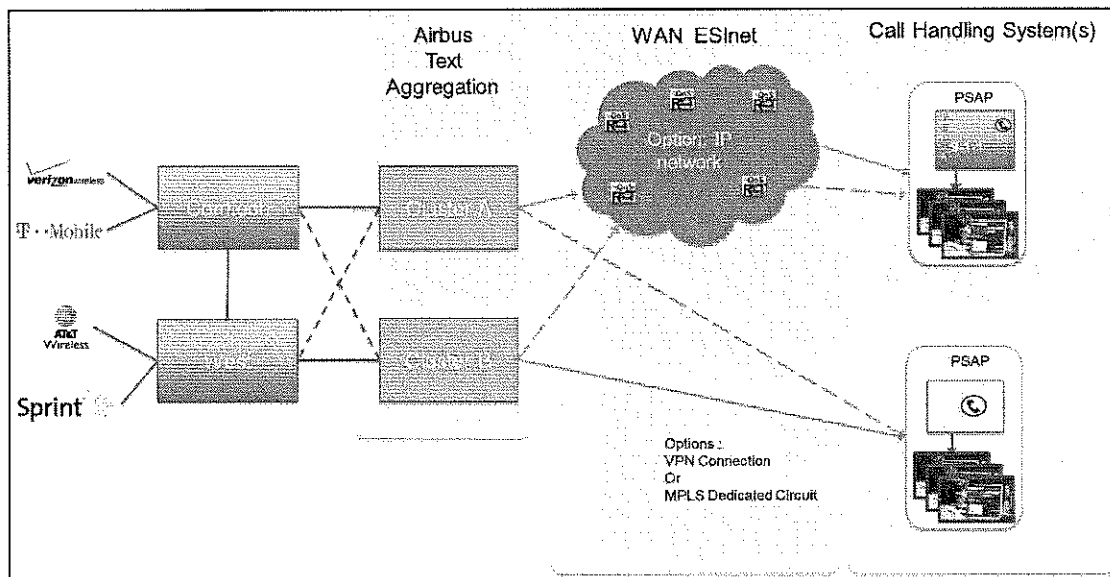


FIGURE 1 - VESTA® DATA DELIVERY SERVICE ARCHITECTURE

2.1 Text Ingress

9-1-1 text messages are delivered from the wireless carriers to the primary TCC. With Data Delivery Service, the primary TCCs will forward each 9-1-1 text message to both of the Airbus redundant Cluster Controllers. In the event one of the Clusters are off-line, the other Cluster will process the text message. (Figure 1).

Airbus will coordinate the text ingress delivery process, including directing the wireless carriers which text messages must be routed to the applicable PSAP. Airbus requires that the PSAP provide a Letter of Authorization (LOA) so that Airbus can coordinate the routing of the text messages and the schedule for cutover.

2.2 Delivery Network

Text messaging is a low volume and a low bandwidth application. Airbus can utilize the customer provided Internet Protocol (IP) network, through a Virtual Private Network (VPN) tunnel implemented and managed by Airbus. As an option, Airbus can offer the customer a dedicated network link.

2.3 Text Client

Currently, VESTA® 9-1-1 must be at release 6.1 or later (which includes VESTA® SMS) to support integrated text messaging. Integrated text messaging allows VESTA® SMS to efficiently manage the text message within the call taker desktop and report on the text message in VESTA® Analytics. If VESTA 9-1-1 is not at release 6.1 or later, it should be upgraded as a part of this process. The Data Delivery Service does not include VESTA® SMS text implementation fees. These should be provided by the VESTA® 9-1-1 support provider.

Airbus will support web-enabled Data Delivery Service for non-VESTA PSAPs who are utilizing VESTA® NEXT Router Service or are who migrating to VESTA® 9-1-1. The web-enabled service requires text messages be received in a web-browser.

2.4 Benefits

The benefits of Data Delivery Service are as follows:

- Coordinated vendor management. Airbus will work closely with the VESTA 9-1-1 support provider to coordinate the implementation of VESTA® SMS and the Data Delivery Service.
- Redundant text network with connectivity to the other TCC carriers.
- Supports industry standards ATIS JSTD-110 and NENA i3.
- May be seamlessly incorporated into a VESTA® Routing Service for consolidated network delivery.

2.5 Pricing

Pricing is provided with a non-recurring cost component and a monthly recurring component. Both are based on the population of the area served using the most recent US Census data. The term of the contract is typically 36, 48 or 60 months. Invoices are delivered monthly. Airbus bills in advance for Data Delivery Service to be provided during the upcoming month. Billing for

partial months is prorated based on a calendar month and billed in advance. All invoices are due thirty (30) days after the date of invoice.

This Proposal, including all service descriptions and pricing, is conditioned on, and subject to, the negotiation and execution of a mutually acceptable Master Service Agreement and associated Service Order Agreement(s). The proposed pricing dated September 21, 2017, (Quote), is attached hereto, and incorporated herein as Attachment 1, for your review.

2.6 Other Related Items

The Data Delivery Service is a best efforts service. Airbus DS Communications' does not guarantee the availability, speed or timeliness of text message delivery via the Data Delivery Service.

Airbus is evaluating future capabilities to track and report on text delivery from the demarcation of the Wireless Service Providers to the PSAP.

Text messages can be transferred from one PSAP to another in a shared VESTA 9-1-1 deployment. Although the specifications for text transfers are not completed, Airbus is exploring the capability to transfer to PSAPs that utilize another TCC provider.

Outbound or PSAP initiated text sessions are not supported within the VESTA 9-1-1 application, however, Airbus is exploring the capability to support outbound text messages in the future.

3. Next Steps

Implementation and deployment of the Data Delivery Service follows a six month timeline. The implementation plan includes at a minimum the following steps:

1. Review and approve the Data Delivery Service Overview and Pricing
2. Master Service Agreement, Service Order Agreement and Letter of Authorization (LOA) Execution
3. Verify network capabilities provided by customer (cost and delivery)
4. Ensure the VESTA 9-1-1 (CPE) version is 6.1 or greater
5. Airbus SMS Implementation (if not already completed)
 - a. Allow 90 days if not already completed
 - b. There is no transfer across TCCs
 - c. No outbound text capabilities
 - d. Verify circuit information (i.e., VPN, circuit information and FCC information)
 - i. Requires a 6 month transition from equipment install, FCC approval, cellular coordination, Data Delivery Service testing and cutover.
6. Data Delivery Service testing and cutover

ATTACHMENT 1

QUOTE



AIRBUS DS Communications | home of **VESTA®**

Quote Date: 9/21/2017
Quote No.: DIR69083
Site No.: 104228

Franklin County PD, WI
VESTA® NEXT - Data Delivery Service

Customer Information

Customer: DIRECT - Franklin County PD, WI
Contact:
Phone:
E-Mail:

Airbus DS Communications Contact Information

Sales Configuration Spec: Jess Danner
Phone: 951-719-2146
E-Mail: jess.danner@Airbus-DSComm.com

Account Exec: Georgine Bohl
Phone: 951-473-7105
E-Mail: georgine.bohl@Airbus-DSComm.com

Quote Summary

Site No.	Site Name	Quote No.	Term (months)	TOTAL
104228	Franklin County PD, WI	DIR69083		
	Total NRC (Non-Recurring Charges)			\$3,000.00
	Total MRC (Monthly Recurring Charges)		60	\$13,610.40
TOTAL QUOTE				\$16,610.40
GRAND TOTAL				\$16,610.40

Additional Comments

Quote is valid for 120 days from the date of this quote.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

**AIRBUS DS** Communications | *home of VESTA®*

Quote Date: 9/21/2017

Quote No.: DIR69083

Site No.: 104228

Account No: N/A

Franklin County PD, WI
VESTA® NEXT - Data Delivery Service**Customer Information**

Customer: DIRECT - Franklin County PD, WI

Contact:

Phone:

E-Mail:

Airbus DS Communications Contact Information

Sales Configuration Spec: Jess Danner

Phone: 951-719-2146

E-Mail: jess.danner@Airbus-DSComm.com

Account Exec: Georgine Bohl

Phone: 951-473-7105

E-Mail: georgine.bohl@Airbus-DSComm.com

VESTA® NEXT - Data Delivery Service - Non-Recurring Charges

Qty.	Part No.	Description	Unit Price	U/M	Total
1	TBDVESTATXNRC	VESTA® NEXT - Data Delivery Service - NRC VESTA TEXT SETUP - NRC	\$3,000.00	EA	\$3,000.00
VESTA Router Service NRC Subtotal					\$3,000.00

VESTA® NEXT - Data Delivery Service - Monthly Recurring Charges

Qty.	Part No.	Description	Unit Price	U/M	Total
60	TBDVESTATXMRC	VESTA® NEXT - Data Delivery Service - MRC VESTA TEXT SERVICE - MRC	\$226.84	MTH	\$13,610.40
VESTA Router Service MRC Subtotal					\$13,610.40

Quote Summary

PRODUCT	TOTAL
VESTA® NEXT - Data Delivery Service - Non-Recurring Charges	\$3,000.00
VESTA® NEXT - Data Delivery Service - Monthly Recurring Charges	\$13,610.40
TOTAL QUOTE	\$16,610.40
GRAND TOTAL	\$16,610.40

Additional Comments

Quote is valid for 120 days from the date of this quote.

* Airbus DS Communications Discount/Incentive Codes are provided for Airbus DS Communications's internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.

** Airbus DS Communications will apply any remaining software support on the current system to the new system. This will be issued in the form of a credit that will be applied to the new system order. The amount of the credit will be determined based on the date of shipment of the new system.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Please refer to the Terms & Conditions tab for additional information related to this Quote.



AIRBUS DS Communications | *home of VESTA®*

Quote Date: 9/21/2017

Quote No.: DIR69083

Site No.: 104228

Account No.: N/A

Terms & Conditions

DIRECT - Franklin County PD, WI

1. PRODUCTS AND PRICING.

The term "Products" mean the Products listed herein and more fully described in the specification documents for such Products. The current pricing for such Products is listed in this Quote. This Quote is valid for 120 days from the Quote Date. Thereafter pricing may change.

The pricing in this Quote does not include any applicable taxes such as sales tax, state use tax, etc.

The pricing in this Quote is in U.S. Dollars unless otherwise stated.

2. OTHER TERMS AND CONDITIONS.

Airbus DS Communications's sale of Products to Buyer is subject to the terms and conditions contained in the master purchase agreement or other purchase agreement between Airbus DS Communications and Buyer. In the event there is no purchase agreement in place between the parties, Airbus DS Communications will provide a purchase agreement to govern the sale of Products to Buyer.



Field Service Cancellation Policy

DIRECT - Franklin County PD, WI

1. INTRODUCTION

This document defines the Airbus DS Communications policy for customer requested changes to scheduled field resources that occur with less than the required 14-day notice.

Airbus DS Communications provides many types of field resources, such as Field Engineering, Training, Project Management, Systems Verification Testing (SVT), Meridian Implementation and others ("Field Services"). There is significant demand for these Field Services, and Airbus DS Communications continuously strives to ensure that our customers' field needs are met in the most efficient manner. To this end, Airbus DS Communications schedules such Field Services well in advance of the intended service date.

Cancellations for scheduled Field Services with less than the required 14-day notice negatively impact resource availability and cost. Therefore, Airbus DS Communications has implemented a cancellation policy to address these issues.

The Field Services Cancellation Policy will apply to any customer change request that directly or indirectly affects an existing resource schedule for Airbus DS Communications Field Services. Airbus DS Communications requires all schedule change requests to be submitted in writing no later than 14 days before the start of the scheduled service ("Notice Period"). Changes received less than 14 days before the start of the scheduled service are subject to a service charge.

Airbus DS Communications will make every effort to accommodate change requests from our customers. However, consideration must be given to costs associated with change requests made with less than the required notice. Airbus DS Communications reserves the right to determine how the customer requested schedule change for Airbus DS Communications provided Field Services impacts the cost and availability of the Field Services.

Airbus DS Communications Field Services are scheduled in several ways. After submitting a purchase order that includes Field Services, the customer can:

- schedule Field Services through the assigned Airbus DS Communications Project Manager.
- schedule Field Services through the assigned Airbus DS Communications Project Coordinator.
- schedule Field Services directly with the resource manager.
- schedule Field Services in accordance with the process identified in the project plan or associated statement of work, as applicable.

Once a Field Service has been scheduled, changes must be requested through the same channel as initially scheduled. Customers who have any questions about who they should contact to schedule Airbus DS Communications Field Services or how to make changes to previously scheduled Field Services should contact Airbus DS Communications at (951) 719-2100.

2. TYPES OF CHANGES

Airbus DS Communications recognizes that there are many factors that drive Field Service schedule changes. The most common types of changes have been divided into three categories:

Category 1: Changes that result from non-Airbus DS Communications controlled milestones and are considered a billable schedule change:

- Missed milestone delivery of configuration, material or services.
- Changes in availability of key personnel (not to include Airbus DS Communications personnel).
- Customer or channel requested configuration, installation, or feature changes.

Category 2: Changes that result from non-Airbus DS Communications controlled milestones and may, in Airbus DS Communications's sole discretion, be considered a billable schedule change:

- Operational commitments that result in disruption of the planned schedule.
- Failure of channel provided equipment or materials during the implementation process.
- Acts of God (weather, disaster, etc.).

Category 3: Changes that result from Airbus DS Communications controlled milestones and are not considered a billable schedule change:

- Missed Airbus DS Communications milestone delivery of configuration, material or services.
- Changes in availability of key Airbus DS Communications personnel.
- Failure of equipment or materials provided by Airbus DS Communications during the implementation process.

Airbus DS Communications reserves the right to determine if any Category 1 or 2 schedule change that occurs after the Notice Period for the scheduled Field Service has a cost impact on Airbus DS Communications, and consequently may be eligible for the applicable schedule change service fee.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/17
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Committee request to include July 2, 2018 from 7:00 p.m. to 11:00 p.m. to the July 3 and 4, 2018 Civic Celebrations Event	ITEM NUMBER <i>G.3</i>

John Bergner, Chairman of the Civic Celebrations Committee, has submitted a request that the Common Council include July 2, 2018 from 7:00 p.m. to 11:00 p.m. to the July 3 and 4, 2018 Franklin Civic Celebration. See the attached request.

COUNCIL ACTION REQUESTED

Motion to approve adding July 2, 2018 from 7:00 p.m. to 11:00 p.m. to July 3 and 4 for the 2018 Franklin Civic Celebration event.

OR

As directed. ⁴

Sandi Wesolowski


From: John Bergner [jbergner@sbcglobal.net]
Sent: Thursday, November 30, 2017 12:12 PM
To: Sandi Wesolowski
Cc: John Bergner
Subject: Franklin Civic Celebration change to operate on Monday, July 2, 2018

Sandy,

I would like common council to approve a change to our operating days for the 2018 Franklin Civic Celebration. We would like to add the night of July 2, from 7 pm to 11 pm so we can have the Doo Wop Daddies perform. We would also have the carnival open at that time and we would be able to pay for the additional night activities and made an additional \$5000-\$10,000 toward our operating costs. This would allow us to have the performance by Doo Wop Daddies that we had to cancel for the afternoon of July 3. Operating hours would be

I would like to have this presented to common council for their December 18 weekly meeting.

John Bergner
District Manager
Columbia Steel Casting Co., Inc.
Office: (414) 425-2884
Cell: (414) 881-5863
Fax: (414) 427-7775
john_bn@columbiasteel.com
www.columbiasteel.com

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 19, 2017
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2016-2240, ADOPTING THE 2017 ANNUAL BUDGETS FOR TID3 FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE APPROPRIATIONS FOR REFUNDED 2017 TAXES AND DEVELOPMENT PROFESSIONAL SERVICES	ITEM NUMBER G.4

Background

A large retailer located in Tax Incremental District #3 has challenged their 2016 assessment in Milwaukee County Court. The City has reached a settlement agreement with the tax payer. The Common Council authorized the settlement agreement at the Dec 5, 2017 meeting. The agreed upon reduced assessment results in a refund of \$34,183.51.

The 2016 assessment supports 2017 operations of the TID. Thus the 2017 refunded taxes become a charge to TID3 2017 operations. TID3 has no current 2017 appropriations to refund taxes.

The Common Council authorized the engagement of Ehlers to aid in negotiation of a Developers agreement for a potential multi-family development in TID 3 on October 4, 2016. That appropriation came from the General Fund. With the completion of the Developer's agreement, the cost of the Ehler's agreement becomes a TID 3 expenditure. TID 3 will need an appropriation for the full cost of the contract \$7,950 (originally \$7,500 with an additional amount of \$450 included on a later agenda item).

Fiscal Impact

The attached amendment establishes the necessary appropriations for the refunded taxes and Professional services in TID3.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2016-2240, adopting the 2017 annual budgets for TID3 Fund for the City of Franklin for fiscal year 2017 to provide appropriations for refunded 2017 taxes and development professional services

Roll call vote – 4 affirmative votes required to adopt

Finance Dept - Paul

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2017_____

AN ORDINANCE TO AMEND ORDINANCE 2016-2240, ADOPTING THE 2017 ANNUAL BUDGETS FOR TID3 FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017, TO PROVIDE APPROPRIATIONS FOR REFUNDED 2017 TAXES AND DEVELOPMENT PROFESSIONAL SERVICES

WHEREAS, the Common Council adopted the 2017 Budget for the City of Franklin providing resources and appropriations for 2017; and

WHEREAS, a large retailer located within Tax Incremental District #3 has challenged their 2016 assessed value in Milwaukee County Court; and

WHEREAS, the City of Franklin has reached agreement with the tax payer as to a reduced 2016 assessed value; and

WHEREAS, the Common Council has authorized a settlement on the 2016 tax assessment which provides for a refund of 2016 taxes supporting 2017 TID3 operations amounting to \$34,183.51; and

WHEREAS, the Common Council has previously authorized appropriations from the General Fund of \$7,500 Professional services to aid negotiations with a developer in Tax Incremental District #3; and

WHEREAS, the professional services resulted in a Developer's agreement permitting a new multi-family development in the District; and

WHEREAS, the consulting fees to obtain such development exceeded the original contract by \$450 requiring additional appropriations for such consulting services; and

WHEREAS, a Developer's Agreement for the multi-family development was consummated in November, 2017 which causes the professional services to be an eligible TID3 expenditure; and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

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

Section 1 That the 2017 Budget of TID3 Fund be adjusted as follows:

Unclassified	Tax Refunds	Increase	34,200
Econ Dev	Non-Personnel Services	Increase	7,950

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2017.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

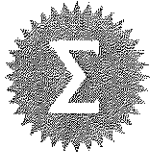
AYES ____ NOES ____ ABSENT ____

BLANK PAGE

<i>Slw</i> Approval	Council Action Sheet	MEETING DATE 12/19/17
REPORTS & RECOMMENDATIONS	Payment of \$450 to Ehlers, Inc. for services related to the Towne Realty, Inc. development at 7333 S. 27 th Street	ITEM NUMBER <i>G.5</i>
<p>On October 4, 2016 the Common Council approved a contract with Ehlers, Inc. for \$7,500 to provide developer pro forma review and assistance with developer negotiations for the proposed Towne Realty, Inc. (in partnership with Zilber, Ltd.) development at 7333 S. 27th Street. The project has since received plan and development agreement approvals following input from Ehlers.</p> <p>In preparing the development agreement, staff consulted with Ehlers for additional input and review of items in the final development agreement. Consulting services exceeded the originally approved contract amount of \$7,500 by \$450.</p> <p>Staff requests authorization to make payment on the invoice of \$450 to Ehlers. A previous agreement accepted by the Common Council on October 4, 2016, required Towne Realty to reimburse the City for services from Ehlers related to the project, if a development agreement was not accept. However, since the project and development agreement has been approved, staff had suggested paying for expenses related to Ehlers's services with funds available from tax increment district #3.</p> <p>A corresponding budget allocation is necessary to complete the transaction. The budget allocation action is requested elsewhere on the agenda.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Payment of \$450 to Ehlers, Inc. for services related to the Towne Realty, Inc. development at 7333 S. 27th Street</p>		

Economic Development: AMH

11-21-17

**Ehlers**

3060 Centre Pointe Drive
Roseville, MN 55113-1105
Tel: 651-697-8500

AARON

Invoice

Invoice Date: Nov 14, 2017

Invoice Num: 75334

Billing Through: Oct 31, 2017

Paul Rotzenberg
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Pro Forma Review TID #3 Zilber Development (Franklin | C | WI:3) - Managed by (Dawn Schiel)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
10/4/2017	Frank Roman	Review status, development agmt	1.00	\$225.00
10/11/2017	Frank Roman	Review status, development agmt	1.00	\$225.00
Total Service Amount:				\$450.00
Amount Due This Invoice:				\$450.00

This invoice is due upon receipt

PO 73875

48-0641-5219

BO for 7500

Inc 73080 4752.50
73546 2747.50

TOTAL SER 7500 -

OVER BUDGET.

Approval	Council Action Sheet	MEETING DATE 10/4/16
REPORTS & RECOMMENDATIONS	Financial Services Proposal from Ehlers related to Towne Realty, Inc. development at 7333 S. 27 th Street up to \$7,500.	ITEM NUMBER

Background

Towne Realty, Inc. in partnership with Zilber, Ltd. has proposed a mixed-use development at 7333 S. 27th Street. As part of the proposal, Towne has requested a development incentive from the existing Tax Increment District No. 3 (TID 3). A prior item on the 10/4/16 Council Agenda, includes an agreement for Towne to reimburse the City for services completed by Ehlers in this agreement, if a development agreement is not reached between the City and Towne. If a development agreement is reached, the costs of the City's contract with Ehlers will be borne by TID 3.

Agreement:

The proposed contract with Ehlers is for Developer Pro-forma Review and Assistance with Developer Negotiations for the proposed Towne project. This includes an assessment of need for TID support for the project to move forward. Ehlers will also provide insight and assistance in negotiating a potential development agreement between the City and Towne. Services will be billed at an hourly rate and are expected not to exceed \$7,500.

Budget:

Funding for the agreement is available in the professional services line item of the Economic Development budget, 01-0641-5219.

This item relates to a prior item on the 10/4/16 agenda, an agreement between Towne and the City regarding reimbursement of costs associated with this contract.

COUNCIL ACTION REQUESTED

Motion to approve the financial services proposal from Ehlers related to the Towne Realty, Inc. development proposed at 7333 S. 27th Street up to \$7,500.

Economic Development: AMH



EHLERS
LEADERS IN PUBLIC FINANCE

September 28, 2016

Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Developer Pro-forma Review and Assistance with Developer Negotiations related to the Zilber Development ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

CC: Michael Harrigan, Ehlers
Tracy Ringwell, Ehlers

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).





Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the Securities and Exchange Commission (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing

Appendix B

Project Pro Forma Analysis and Developer Negotiations

Scope of Service

Client has requested that Ehlers to undertake a review of the project pro forma for Zilber Development ("Project") and to assist in the negotiation of terms of a development agreement for the Project. Ehlers will undertake an independent review of the developer's proposed project sources, uses and cash flows to assess financial feasibility and to identify the "gap", if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers proposes and agrees to provide the following scope of services:

- Review the developer's submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer's gap, if any.
- Prepare project pro formas with and without Client financial assistance. Ehlers will review the developer's numbers and methodology as compared to Ehlers' model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer's anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers will make a presentation to the Client Board/Council as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a "Look Back" provision be utilized in the development or redevelopment agreement, Ehlers will review the developer's actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

Compensation

For all work performed and services provided under the Scope of Service section set forth herein, Ehlers will bill Client at the following hourly rates for personnel assigned to the Project:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour

We estimate that the total billings for the Project will be in the range of \$2,500 to \$7,500. Changes to the developer's pro forma, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/19/17
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 6061 “CREDIT UNIONS, FEDERALLY CHARTERED (WITH DRIVE THROUGH FACILITIES)” AND 6062 “CREDIT UNIONS, NOT FEDERALLY CHARTERED (WITH DRIVE THROUGH FACILITIES)” TO ALLOW FOR SUCH USES AS A SPECIAL USE, AND 6061 “CREDIT UNIONS, FEDERALLY CHARTERED (WITHOUT DRIVE THROUGH FACILITIES)” AND 6062 “CREDIT UNIONS, NOT FEDERALLY CHARTERED (WITHOUT DRIVE THROUGH FACILITIES)” TO ALLOW FOR SUCH USES AS A PERMITTED USE, IN THE B-3 COMMUNITY BUSINESS DISTRICT (JOSEPH HAIDER, DESIGNER, LAMACCHIA GROUP, APPLICANT)	ITEM NUMBER <i>G.6</i>

At their meeting on December 7, 2017, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 6061 “Credit Unions, Federally Chartered (With Drive Through Facilities)” and 6062 “Credit Unions, Not Federally Chartered (With Drive Through Facilities)” to allow for such uses as a Special Use, and 6061 “Credit Unions, Federally Chartered (Without Drive Through Facilities)” and 6062 “Credit Unions, Not Federally Chartered (Without Drive Through Facilities)” to allow for such uses as a Permitted Use, (Joseph Haider, Designer, LaMacchia Group, Applicant).

COUNCIL ACTION

A motion to adopt Ordinance No. 2017-_____ to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 6061 “Credit Unions, Federally Chartered (With Drive Through Facilities)” and 6062 “Credit Unions, Not Federally Chartered (With Drive Through Facilities)” to allow for such uses as a Special Use, and 6061 “Credit Unions, Federally Chartered (Without Drive Through Facilities)” and 6062 “Credit Unions, Not Federally Chartered (Without Drive Through Facilities)” to allow for such uses as a Permitted Use, (Joseph Haider, Designer, LaMacchia Group, Applicant).

ORDINANCE NO. 2017-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 6061 "CREDIT UNIONS, FEDERALLY CHARTERED (WITH DRIVE THROUGH FACILITIES)" AND 6062 "CREDIT UNIONS, NOT FEDERALLY CHARTERED (WITH DRIVE THROUGH FACILITIES)" TO ALLOW FOR SUCH USES AS A SPECIAL USE, AND 6061 "CREDIT UNIONS FEDERALLY CHARTERED (WITHOUT DRIVE THROUGH FACILITIES)" AND 6062 "CREDIT UNIONS, NOT FEDERALLY CHARTERED (WITHOUT DRIVE THROUGH FACILITIES)", TO ALLOW FOR SUCH USES AS A PERMITTED USE, IN THE B-3 COMMUNITY BUSINESS DISTRICT (JOSEPH HAIDER, DESIGNER, LAMACCHIA GROUP, APPLICANT)

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, Joseph Haider, Designer, LaMacchia Group having applied for a text amendment to Table 15-3.0603, Standard Industrial Classification Title No. 6061 "Credit Unions, Federally Chartered (with drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (with drive through facilities)" to allow for such uses as a Special Use, and 6061 "Credit Unions Federally Chartered (without drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (without drive through facilities)", to allow for such uses as a Permitted Use, in the B-3 Community Business District; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to allow for Standard Industrial Classification Title No. 6061 "Credit Unions, Federally Chartered (with drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (with drive through facilities)" to allow for such uses as a Special Use, and 6061 "Credit Unions Federally Chartered (without drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (without drive through facilities)", to allow for such uses as a Permitted Use, in the B-3 Community Business District, and having held a public hearing on the proposal on the 7th day of December, 2017 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 6061 "Credit Unions, Federally Chartered (with drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (with drive through facilities)", is hereby amended as follows: insert "S" (Special Use) in the B-3 column.

SECTION 2: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 6061 "Credit Unions Federally Chartered (without drive through facilities)" and 6062 "Credit Unions, Not Federally Chartered (without drive through facilities)", is hereby amended as follows: insert "P" (Permitted Use) in the B-3 column.

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.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of December 7, 2017

Unified Development Ordinance Text Amendment and Special Use Amendment

RECOMMENDATION: Department of City Development staff recommends approval of the proposed Unified Development Ordinance Text Amendment and Special Use Amendment for a credit union use upon property located at 7745 W. Rawson Avenue, subject to the conditions in the draft ordinance and resolution.

Project Name:	Credit Union UDO Text Amendment and Special Use Amendment
Project Address:	7745 W. Rawson Avenue
Applicant:	Joseph Haider, La Macchia Group
Property Owner:	Old National Bancorp
Current Zoning:	PDD No. 16, Franklin Centre (formerly Franklin Plaza/Pick n Save)
2025 Comprehensive Plan	Commercial
Use of Surrounding Properties:	Commercial to the north, south, east, and west
Applicant Action Requested:	Recommendation of approval of the proposed UDO Text Amendment and Special Use Amendment for a credit union use.

Introduction:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution.
- Staff suggestions are *in italics* and are not included in the draft resolution.

On October 17, 2017, the applicant submitted Unified Development Ordinance (UDO) Text Amendment and Special Use Amendment applications to allow a proposed credit union to locate within a vacant building (formerly Anchor Bank) at 7745 W. Rawson Avenue (zoned PDD No. 16), to remodel the existing building, and to undertake certain site work.

Currently, Standard Industrial Classification (SIC) Title No. 6061 Credit Unions Federally Chartered (with drive through facilities) and 6062 Credit Unions not Federally Chartered (with drive through facilities) are not allowed in the B-3 Community Business District.¹ The applicant is proposing to add SIC No. 6061 (with drive through facilities) and SIC No. 6062 (with drive through facilities) to the B-3 District as Special Uses.

¹ Pursuant to Ordinance No. 2002-1735 (amending PDD No. 16), the B-3 zoning district list of uses must be utilized in the determination of permitted and special uses for the four separate parcels (including the subject property) within PDD No. 16.

Staff is also proposing that SIC No. 6061 (**without** drive through facilities) and SIC No. 6062 (**without** drive through facilities) be added to the B-3 District as Permitted Uses.

Project Description/Analysis:

Unified Development Ordinance:

Table 15-3.0603 of the Unified Development Ordinance sets forth those uses which are permitted and special uses in all nonresidential zoning districts in the City of Franklin. Use designations are based on the Standard Industrial Classification (SIC) Manual (1987, or latest edition) published by the Executive Office of the President, Office of Management and Budget.

The SIC manual describes SIC Title No. 6061 Credit Unions Federally Chartered as:

“Cooperative thrift and loan associations (accepting deposits) organized under Federal charter to finance credit needs of their members.”

The SIC manual describes SIC Title No. 6062 Credit Unions not Federally Chartered as:

“Cooperative thrift and loan associations (accepting deposits) organized under other than Federal charter to finance credit needs of their members.”

Review of the City’s Unified Development Ordinance indicates that SIC Codes 6061 and 6062 (with drive through facilities) are currently allowed as special uses within the B-2, B-4, B-5, B-6, B-7, CC, OL-1, and OL-2 zoning districts. Allowing this use within the B-3 zoning district as a special use would be consistent not only with this credit union use in other similar commercial zoning districts, but with other similar uses such as banks as well.

Similarly, review of the City’s Unified Development Ordinance indicates that SIC Codes 6061 and 6062 (**without** drive through facilities) are currently allowed as permitted uses within the B-2, B-4, B-6, B-7, CC, OL-1, and OL-2 zoning districts. Allowing this use within the B-3 zoning district as a permitted use would be consistent not only with this credit union use in other similar commercial zoning districts, but with other similar uses such as banks as well.

Special Use:

The applicant intends to utilize the existing vacant building for a proposed credit union use. The applicant is also proposing certain building façade and site changes.

The applicant has supplied responses to the Special Use Standards and Regulations as required by the Unified Development Ordinance (UDO), and those responses are included in the packet materials.

Site Plan:

The subject property is identified as Parcel 4 within Planned Development District (PDD) No. 16 and is approximately 1.2 acres in size. Site improvements currently include the existing approximately 3,900 square foot building and associated parking lot and drive-thru facility.

The applicant is proposing to remodel the existing building and repair as needed the existing landscaping, parking lot, sidewalks, etc. As the applicant is not requesting expansion of the

parking lot or enlargement of the developed portion of the site, staff has not requested updated Site Intensity and Capacity Calculations or a Natural Resource Protection Plan.

As a sidewalk is located on the east side of the entrance drive from/to Rawson Avenue (east of the subject property), but as only minor changes are proposed to the site, *staff suggests that a sidewalk connection from the building to the existing sidewalk be constructed.*

Architecture:

The applicant has provided conceptual elevations, and proposes:

- reconfiguration of the building entrance with the addition of glass curtain walls and an approximately 24' tall canopy feature with a standing seam metal roof and cedar wrapped columns;
- addition of a metal lattice structure and additional EIFS to the roof (essentially screening the existing curved standing seam metal roof); and
- painting of the exterior walls and roof.

However, the applicant has not provided details about the new building materials and colors.

Therefore, *staff recommends that the applicant shall prepare detailed architectural elevations for Department of City Development review and approval prior to issuance of a Building Permit.*

It is important to note that the building height limit within PDD No. 16 is 25' and cannot be exceeded without prior City approvals.

Parking:

As originally identified in the 2002 Special Use approval for Anchor Bank, 21 parking spaces, including two ADA accessible spaces, are provided. No changes are envisioned by the applicant at this time. Therefore, the parking standards for this development continue to be met.

Landscaping:

The applicant has submitted a Landscape Plan partially addressing the current UDO landscaping standards. However, it should also be noted that the 2002 Special Use approval for Anchor Bank included a landscape plan that provided slightly more landscaping than is required by the UDO standards. Furthermore, it can be noted that the original PDD No. 16 approval included a landscape plan for all of the entrance drives and parking lot perimeters, which partially extends unto the subject parcel. In regard to the portion of this landscaping on the subject parcel (comprising 15 trees), some have subsequently died, are dying, or are no longer present.

Staff recommends that the applicant shall prepare a revised Landscape Plan meeting all UDO standards and re-establishing the PDD No. 16 approved landscaping as it applies to the subject parcel, for Department of City Development review and approval prior to issuance of a Building Permit, and that all required landscaping shall be installed prior to issuance of an Occupancy Permit.

Alternatively, *staff would suggest that the applicant revise the landscape plan to re-establish the landscaping as set forth in the 2002 Special Use approval for Anchor Bank.*

Signage:

The applicant is proposing to replace the existing signage, but has not provided any details at this time. Pursuant to Ordinance No. 92-1229, *staff recommends that the applicant shall obtain review and approval by the Architectural Review Board for all new and revised signage, and obtain a Sign Permit from the Building Inspection Department for such signage, prior to its installation.*

Lighting:

The applicant indicates that the existing exterior lighting is to remain.

Fire Protection:

As the interior automatic sprinkler system has been vacated, the Fire Department has indicated that the sprinkler and alarm systems must be restored upon occupancy and approved by the Fire Department.

Staff Recommendation

Department of City Development staff recommends approval of the Unified Development Ordinance Amendment and Special Use Amendment for a credit union use upon property located at 7745 W. Rawson Avenue, subject to the conditions in the attached draft ordinance and draft resolution.

OUR BUSINESS IS BUILDING YOURS



09.25.17

Nick Fuchs
Planning Department: City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

7745 W Rawson Ave. Project Summary

Mr. Fuchs,

The primary purpose of this summary is to apply for a Unified Development Ordinance amendment for a credit union use located at 7745 W Rawson Ave. The property currently has an existing building used as a former Anchor bank. The future owner of the building will also be a financial institution which is a credit union specifically, and does not plan to change the use of the building. The future owner would like to utilize the existing building as a financial institution as a credit union.

The current Franklin code states a credit union is not a permitted use. We would like to request that Table 15-3.0603 of the UDO amendment be amended to allow SIC Codes 6061 (federal credit unions with drive through facilities) and 6062 (state credit unions with drive through) be amended to be a Special Use within the B-3 zoning district. While not required for this project, staff will likely also recommend an additional change for SIC codes 6061 federal credit unions without drive through facilities and 6062 state credit unions without drive through facilities to be a permitted use in the B-3 zoning district. The request is to change specifically the intended to allow a credit union for the former Anchor Bank Site.

If there is any additional information you may need through this review process, please feel free to contact us at La Macchia Group. Our contact information is located below. Thank you for your time during this review.

Sincerely,

Joe Haider
Designer
Direct: 414.727.4395
Fax: 414.223.4488

PLAN ▾ BRAND ▾ DESIGN ▾ BUILD ▾ PEOPLE

157 North Milwaukee Street
Milwaukee, Wisconsin 53202
T 414.223.4400 F 414.223.4488
www.lamacchiagroup.com