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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 1, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements – A Proclamation in Recognition of the Service of Casper T. Green.
- C. Approval of Minutes:
 - 1. Revised Regular Common Council Meeting of October 6, 2020
 - 2. Regular Common Council Meeting of November 17, 2020.
- D. Hearings.
- E. Organizational Business:
 - 1. Mayor has made the Following Appointment for Council Confirmation - Ken Humont, 7119 W. Jordan Ct., Ald. Dist. 5 – Board of Zoning and Building Appeals, for a 3 year unexpired term expiring April 30, 2022.
 - 2. Quarry Monitoring Committee has made the Following Appointment for Council Confirmation: Dina Swanson as a Citizen Non-Voting Member.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. MLG Investments Concept Review (PDD 39 – 3548 West South County Line Road).
 - 2. Project Updates for Ballpark Commons.
 - 3. Recommendations for a Comprehensive Outdoor Sound Study – PDD 37 (Ballpark Commons).
 - 4. A Resolution Naming the City of Franklin City Hall Community Room the Casper T. Green Community Room.
 - 5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a 4,480 Square Foot Detached Garage Use Upon Property Located at 8930 South 116th Street (Paul E. Marshall, Applicant).
 - 6. A Resolution to Authorize an Agreement with Lynch & Associates-Engineering Consultants, LLC for Construction Engineering Services Related to the Construction of 2020 Marquette Avenue Road in the Amount of \$123,410.50.
 - 7. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Equipment Replacement Fund to Provide \$9,500 of Additional

Common Council Meeting Agenda

December 1, 2020

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Appropriations for 13 Spare Self Contained Breathing Apparatus Bottles Funded by a Grant.

8. A Resolution to Award 2020 Replacement of Department of Public Works HVAC System (7979 W. Ryan Road) to Mid City Corporation for \$20,960.
9. 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, 2021, with JSA Environmental, Inc.
10. A Resolution to Enter a Lease with James Imaging Systems, Inc. for Copiers in the Engineering and Planning Departments.
11. October 2020 Monthly Financial Report.
12. Authorization for \$650,000 Extraordinary Public Works Pension and Other Post Employment Benefit Plan Contribution as a Partial Use of the 2019 General Fund Surplus.
13. City of Franklin Audit Agreement Between Baker Tilly LLP and the City of Franklin for Audit of the 2020 Annual Financial Statements and TID 3 and TID 4 Expenditure Period Audit Engagements.
14. Authorization to Change Court Credit Card Processors and Utility Payment Processing.
15. A Resolution Confirming the Designation of Trustee to the City of Franklin Defined Contribution Retirement Plan Held Through Principal Financial Group.
16. Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of December 1, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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 3	Plan Commission Meeting	7:00 p.m.
December 15	Common Council Meeting	6:30 p.m.
December 17	Plan Commission Meeting	7:00 p.m.
December 24 & 25	Christmas Observance	City Hall Closed
December 31 & January 1	New Years Eve Observance	City Hall Closed

City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION OF THE SERVICE OF CASPER T. GREEN

WHEREAS, Casper T. Green, a Franklin resident for 36 years, has served as President of the Franklin Senior Citizens, Inc. since 1994, where he worked tirelessly to develop the City of Franklin City Hall Community Room and to secure a Milwaukee County Senior Meal Site, which has been located and ongoing in this space; and

WHEREAS, Casper T. Green served the employees of the City of Franklin, as a member on the City of Franklin Personnel Committee for some 15 years; and

WHEREAS, Casper T. Green served our Country in the U.S. Army during the Korean Conflict, and subsequently as a member of the Franklin American Legion Post 192, where he has participated in many Community Veteran events; and

WHEREAS, Casper T. Green was named to the Milwaukee County Commission on Aging, which is the policymaking body that oversees the Milwaukee County Department on Aging, upon which he worked to insure quality care and services for local seniors for 6 years; and

WHEREAS, Casper T. Green was named to the Milwaukee County Senior Citizen Hall of Fame in 2007 for his work for our local Seniors; and

WHEREAS, Casper T. Green has earned recognition for his service to the City of Franklin, Milwaukee County and to Our Country.

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

Presented to the City of Franklin Common Council this 1st Day of December, 2020.

Mark A. Dandrea,
Common Council President

Stephen R. Olson, Mayor



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APPROVED NOVEMBER 17, 2020

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 6, 2020
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on October 6, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:53 p.m.

MILWAUKEE
MILKME
PROCLAMATION

B.2. Mayor Olson presented a Proclamation Declaring Our Pride in the Milwaukee Milkmen Professional Baseball Team in the Hometown City of Franklin Being the 2020 American Association of Independent Baseball Champions.

MINUTES
SEPTEMBER 15, 2020

C. Alderman Barber moved to approve the minutes of the regular Common Council Meeting of September 15, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS

E. Alderman Dandrea moved to confirm the following Mayoral Appointments:

1. Peggy LeMahieu, 7534 W. Tuckaway Pines Circle, Ald. Dist. 1, Board of Health, for a 2 year unexpired term expiring 04/30/22.
2. Eric Heinritz, 7906 S. 68th St., Ald. Dist. 4, Architectural Board, for a 3 year unexpired term expiring 04/30/21.
3. James Rehberger, 5522 W. South County Line Rd, Ald. Dist. 4, Technology Commission, for a 3 year unexpired term expiring 04/30/23.
4. Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3, Economic Development Commission, for a 2 year unexpired term expiring 06/30/22.
5. David Cyra, 8622 S. Avian Way, Ald. Dist 1, Architectural Board as an Alternate Member, for a 3 year unexpired term

expiring 04/30/21.

6. Dr. Judy Miller, School Superintendent, Library Board for a 3 unexpired term expiring 06/30/23.

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

RES. 2020-7670
SALE OF \$9,770,000 GO
REFUNDING BONDS

- G.1. Alderman Barber moved to adopt Resolution No. 2020-7670, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$9,770,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7671
AUTHORIZING GO
BONDS NOT TO
EXCEED \$3,175,000

- G.2. Alderwoman Hanneman moved to adopt Resolution No. 2020-7671, AN INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,175,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

RES. 2020-7672
SALE OF GO BONDS
NOT TO EXCEED
\$3,175,000

Alderman Dandrea moved to adopt Resolution No. 2020-7672, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$3,175,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2020B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7673
NOTICE TO ELECTORS
RELATING TO BOND
ISSUE

Alderwoman Wilhelm moved to adopt Resolution No. 2020-7673, A RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND SALES. Seconded by Alderman Dandrea. All voted Aye; motion carried.

SOUND SYSTEM AT
FRANKLIN FIELD

- G.3. Mayor Olson vacated his seat and passed the gavel to Council President Dandrea, who then chaired the meeting.

Alderman Mayer moved to table the contract with Shen, Milsom & Wilke for sound consulting services at Ballpark Commons using \$5,000 of General Fund Contingency appropriations for further staff review of all prior documents, including the PDD, and to recommend what would need to be put in place for preparation of a comprehensive study and cost of study. Seconded by Alderwoman Wilhelm.

Alderman Nelson moved to suspend the regular order of business to allow Mike Zimmerman to speak. Seconded by Alderman Barber. All voted Aye; motion carried. Alderman Nelson moved to return to the

regular order of business. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderman Mayer moved to amend the motion to include that this return to the Common Council no later than December 1, 2020, with details regarding a comprehensive study, when the study should occur, how the study should occur, who could conduct the study, and the cost of the study. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

On the main motion as amended, all voted Aye; motion carried.

Mayor Olson returned to his seat and resumed chairing the meeting.

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| PROCLAMATION | G.4. | Mayor Olson presented a Light and Unite RED Proclamation. |
| RES. 2020-7674
WATER MAIN
EASEMENT
9720 AND 9750 S.
OAKWOOD PARK DR. | G.5. | Alderwoman Wilhelm moved to adopt Resolution No. 2020-7674, A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED WATER MAIN EASEMENT FROM 9720 AND 9750 SOUTH OAKWOOD PARK DRIVE (WISCONSIN COMMERCIAL, LLC) TAX KEY 900-0010-005. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| POLICE SERGEANT
JOB DESCRIPTION | G.6. | Alderwoman Wilhelm moved to approve the revised job description for Police Sergeant. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. NO. 2020-7675
URBAN FORESTRY
GRANT | G.7. | Alderman Mayer moved to adopt Resolution No. 2020-7675, A RESOLUTION TO MAKE A 2021 GRANT APPLICATION REQUEST OF \$10,000 (FOR A PROJECT TOTAL OF \$20,000) FROM THE 2021 WDNR URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENT. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| NOXIOUS WEED
PROPOSAL | G.8. | Alderman Mayer moved to refer to the Environmental Commission, to work with staff to develop a proposal for classification of Buckthorn as a noxious weed. Seconded by Alderman Barber. All voted Aye; motion carried. |
| BILLBOARDS ON W.
RAWSON AVE. AND
S. 27TH ST. | G.9. | No action was taken on a status report of billboards on Wisconsin Department of Transportation owned properties at W. Rawson Avenue and S. 27th Street. |

- RES. NO. 2020-7676
MAINTENANCE
AGREEMENT FOR
W. LOOMIS RD.
- G.10. Alderman Nelson moved to approve Resolution No. 2020-7676, A RESOLUTION TO AUTHORIZE STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR W. LOOMIS ROAD (STH 36) FROM STH 100 TO S. 51ST STREET RELATED TO CONSTRUCTION OF A PATHWAY AND RELATED FEATURES. Seconded by Alderman Barber. All voted Aye; motion carried.
- MAYOR'S 2021
RECOMMENDED
BUDGET
- G.11. Alderman Barber moved to amend the 2021 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule to be included in the Proposed 2021 City of Franklin Budget for the Public Hearing scheduled for November 17, 2020. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
- ORD. NO. 2020-2449
STOP SIGNS AND
YIELD SIGNS
- G.12. Alderman Dandrea moved to adopt Ordinance No. 2020-2449, AN ORDINANCE TO CODIFY THE MUNICIPAL CODE SECTIONS 245-3.B. STOPS REQUIRED AND 245-3.D. YIELDS REQUIRED. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. NO. 2020-2450
PARKING
RESTRICTIONS W.
CORTEZ CIR.
- G.13. Alderman Nelson moved to adopt Ordinance No. 2020-2450, AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5.D.(4) DESIGNATING PARKING RESTRICTIONS ON THE NORTH SIDE OF W. CORTEZ CIRCLE TO 176 FEET EAST OF THE CURBLINE OF S. LOVERS LANE ROAD. Seconded by Alderman Mayer. All voted Aye; motion carried.
- DEPT. OF PUBLIC
WORKS HVAC
SYSTEM
- G.14.* Alderman Barber moved to *authorize staff to publicly bid a contract for Replacement of Department of Public Works heating and cooling HVAC systems. Seconded by Alderman Mayer. All voted Aye; motion carried.
- DEPT. OF PUBLIC
WORKS SURPLUS
EQUIPMENT
- G.15. Alderman Nelson moved to authorize Auction Associates to accept the highest bid, on behalf of the Franklin Department of Public Works, for the items, listed on the Common Council Action Sheet for this meeting, being auctioned at their facility on October 10, 2020, and to authorize the Department of Public Works to use Auction Associates to auction surplus and used equipment and vehicles in the future, with permission from Board of Public Works, providing the Common Council with results to view after the auction has closed. Seconded by Alderman Barber. Alderman Nelson withdrew his motion and Alderman Barber withdrew his second.

Alderman Nelson then moved to authorize the Department of Public Works to use Auction Associates to auction surplus and used

equipment and vehicles in the future, with permission from Board of Public Works, providing the Common Council with results to view after the auction has closed. Seconded by Alderman Dandrea. All voted Aye; motion carried.

AUDIO/VISUAL
EQUIPMENT

G.16. Alderwoman Hanneman moved to authorize the Director of Administration to execute a quotation and purchase order with Heartland Business Systems to supply and install Audio/Visual Equipment, as well as programming of the same, to be used in the Council Chambers and the Hearing Room, which will also serve as a back-up Emergency Operations Center, for Public Meeting in response to COVID-19, under the CARES Act Funding, Routes to Recovery: Local Government Aids Grant, in an amount not to exceed \$71,300. The appropriation for this purchase is in place, through the already approved contingency authorized by the Common Council in March of 2020, for COVID-19 purposes. Seconded by Alderman Barber. All voted Aye; motion carried.

TOUCHLESS
PLUMBING AT CITY
HALL AND LIBRARY

G.17. Alderman Barber moved to authorize the Director of Administration to execute a quotation and purchase order with Horner Plumbing to supply and install touchless plumbing fixtures, including faucets, toilet flush valves, and various other related devices for City Hall and the Library in an amount not to exceed \$24,900. Seconded by Alderman Mayer. All voted Aye; motion carried.

BADGER BOOKS

G.18. Alderwoman Wilhelm moved to approve the purchase of additional Badger Books (electronic poll books) in an amount not to exceed \$21,500 and to direct staff to apply for reimbursement form the Routes to Recovery: Local Government Aid Grant Program. The appropriation for this purchase is in place, through the authorized contingency, authorized by the Common Council in March of 2020 for COVID-19 purchases. Seconded by Alderman Dandrea. All voted Aye; motion carried.

2021 EMPLOYEE
BENEFITS

G.19. Alderman Dandrea moved to approve the 2021 employee benefit-related coverages, carriers, and premium shares, including: health insurance, stop loss coverage, wellness, health and wellness supplementary program, and dental insurance; and authorize the Director of Administration to execute the appropriate, related contracts. Seconded by Alderman Barber. All voted Aye; motion carried.

AUGUST 2020
FINANCIAL REPORT

G.20. Alderman Barber moved to receive and place on file the August 2020 Monthly Financial Report. Seconded by Alderman Nelson. All voted Aye; motion carried.

LICENSES AND
PERMITS

- H.1. Alderman Nelson moved to approve the following:
- Grant 2020-2021 Operator Licenses to: Garry Bignell, 8254 S. 88th St., Franklin; Chloe Drajkowski, 8108 S. Legend Dr., Franklin; Kimberly Hill, 1240 S. 98th St., West Allis; Hold the Operator License application of Rachel Marinez, 2561 S. 13th St., Milwaukee, for appearance; and Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following: David/Noah Grandsard, First Responders Granite Memorial Project. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- H.2. Alderman Nelson moved to approve the Extraordinary Entertainment and Special Event License for The Hill Has Eyes, 7900 S. Ballpark Drive (Scot Johnson/ROC Ventures, LLC, Applicant), on Fridays (10/9, 10/16, 10/23, 10/30) and Saturdays (10/10, 10/17, 10/24, 10/31), with the understanding that all COVID-19 precautions be in place; and their plan has been worked with and approved by the Director of Health & Human Services; and all patrons and staff shall wear face coverings at all times; and that all ticket sales and DJ music will end at 11:00 p.m.; and that patrons will be in the last attraction by 12:00 Midnight and complete the last attraction by 12:15 a.m.; and further to direct that the Director of Health and Human Services or her designee appear during the event each day to confirm compliance, unless other priorities arise requiring her presence/duties. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Nelson moved to approve the following:
- City vouchers with an ending date of October 1, 2020 in the amount of \$2,054,769.64; Payroll dated September 25, 2020 in the amount of \$413,140.10 and payments of the various payroll deductions in the amount of \$438,912.56 plus City matching payments; Estimated payroll dated October 9, 2020 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$230,000.00, plus City matching payments; Property Tax disbursements with an ending date of September 30, 2020 in the amount of \$7,970.60. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
BALLPARK COMMONS
DEV. AGREEMENT

- G.21. Alderman Dandrea motion to enter into closed session at 9:10 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development project Agreement Regarding Impact Fees and

Irrevocable Payment Bond by BPC Golf Entertainment, LLC and BPC County Land, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

Upon reopening at closed session at 9:35 p.m., Alderman Dandrea moved to direct collection of the hotel impact fees, in place of the Luxe Golf impact fees, (due to the construction) not currently commencing; however, retain and defer the 10% interest until the impact fee for Luxe Golf or other improvements on that parcel is paid; and further to amend the Agreement Regarding Impact Fees accordingly. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
POTENTIAL PROPERTY
FOR PUBLIC PARK

G.22 Alderman Barber moved to enter into closed session at 9:37 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City of Franklin, including, but not limited to properties for what has been conceptually termed water tower park, located in the 8100 block on the east side of South Lovers Lane Road bearing Tax Key Nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:50 p.m. Alderman Barber moved to direct staff to proceed with a counter offer as discussed in closed session. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting at 9:51 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 17, 2020
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on November 17, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea (appeared via Zoom), Alderman Dan Mayer (appeared via Zoom), Alderwoman Kristen Wilhelm (appeared via Zoom), Alderwoman Shari Hanneman (appeared via Zoom), Alderman Mike Barber (appeared via Zoom) and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, Finance Director and Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski, and City Clerk Sandra Wesolowski.

- CITIZEN COMMENT B.1 Citizen comment period was opened at 6:33 p.m. and closed at 6:36 p.m.

- MAYORAL ANNOUNCEMENT B.2. Mayor Olson presented an Intergovernmental Cooperation Council letter to State officials supporting local health departments.

- MINUTES OCTOBER 6, 2020 C.1. Alderman Mayer moved to approve the minutes of the regular Common Council meeting of October 6, 2020 as presented at this meeting. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

- MINUTES NOVEMBER 2, 2020 C.2. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 2, 2020 as amended at Item G.5. (to add “Per direction of the Finance Director and unneeded if bid in G.4. is adopted.”) and G.3. (to delete “who noted that funding will be provided by the developers.”). Seconded by Alderman Barber. On roll call, voted Aye. Motion carried.

- 2021 BUDGET PUBLIC HEARING Following an overview by Director of Administration Steeno, a public hearing on the 2021 Proposed Budget was called to order at 6:57 p.m. and closed at 6:57 p.m.

- ORD. 2020-2453 2021 BUDGET G.4. Alderwoman Wilhelm moved to amend the Proposed 2021 Budget for the W. Marquette Avenue Project in the Capital Projects Fund, Fund 46, to include:
Adding an appropriation in the amount of \$187,000;
Adding funding in the amount of \$101,500 from Developer Participation (\$86,000) and Trail Impact Fees (\$15,500);
Transferring the funding in the amount of \$85,500 from the borrowing designated for the S. 116th Street Trail; and

To carry over from the 2020 Budget into the 2021 Budget the previous \$600,000 that was transferred from the Special Assessment Fund to the Capital Improvement Fund related to the W. Marquette Avenue construction project as an approved project in 2020 into 2021. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

Alderman Nelson moved to amend the Proposed 2021 Budget for the Department of Public Works Planning Study in the Capital Projects Fund, Fund 46, to include:

Adding an appropriation in the amount of \$10,000; and
Transferring the funding in the amount of \$10,000 from the Fund Balance of the Fund.

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

Alderman Barber moved to amend the Proposed 2021 Budget for the Restricted Contingency in the General Fund, Fund 01, to include adding an appropriation in the amount of \$2,500,000. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Hanneman moved to amend the Proposed 2021 Budget for Needed Improvements to the City's Infrastructure and Facilities in the Capital Projects Fund, Fund 46, to include:

Adding an appropriation in the amount of \$350,000; and
Transferring the funding in the amount of \$350,000 from the borrowing designated for the S. 116th Street Trail.

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

Alderman Nelson moved to amend the Proposed 2021 Budget for Needed Maintenance of the City's Infrastructure and Facilities in the General Fund Contingency, Fund 01, to include adding an appropriation in the amount of \$250,000. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Barber moved to adopt Ordinance No. 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST. MARTIN'S FAIR, DONATIONS, GRANT, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5, TID 6, TID 7, AND INTERNAL SERVICE FUNDS, AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN

AND ESTABLISHING THE SOLID WASTE FEE AND ADJUSTING THE ROOM TAX RATE. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7686
SALE OF \$3,045,000
BONDS

G.1. Alderman Barber moved to adopt Resolution No. 2020-7686, A RESOLUTION AWARDDING THE SALE OF \$3,045,000 COMMUNITY DEVELOPMENT BONDS, SERIES 2020B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7687
SALE OF \$9,545,000
BONDS

G.2. Alderman Dandrea moved to adopt Resolution No. 2020-7687, A RESOLUTION AWARDDING THE SALE OF \$9,545,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A. Seconded by Alderwoman Hanneman. Alderman Barber vacated his seat at this time. On roll call, all voted Aye. Motion carried.

Alderman Barber returned to his seat. Alderman Nelson moved to reconsider the adoption of Resolution No. 2020-7687. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Nelson then moved to adopt Resolution No. 2020-7686, A RESOLUTION AWARDDING THE SALE OF \$3,045,000 COMMUNITY DEVELOPMENT BONDS, SERIES 2020B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7688
RATIFY RES. 2020-
7495 APPROVING
CSM (7475 S. 49TH
ST.)

G.3. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7688, A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2019-7495, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2153 AND PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6949, ALL IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (FRED ARBANELLA, ARBANELLA/CARMODY HOMES, APPLICANT) (AT 7475 SOUTH 49TH STREET), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP. Seconded by Alderman Barber. All voted Aye; motion carried.

AMENDMENT 2 TO
AGREEMENT WITH
SOUTHEAST INSP.

G.5. Alderman Nelson moved to approve Amendment No. 2 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC, setting the contract amount for 2021, and

MGMT. SERVICES,
LLC

authorize the Director of Administration to execute the contract amendment effective January of 2021 and administer the agreement. Seconded by Alderman Dandrea. All voted Aye; motion carried.

HEARTLAND
BUSINESS SYSTEMS
AGREEMENT

G.6. Alderman Mayer moved to approve an Information Technology Services Agreement with Heartland Business Systems, and authorize the Director of Administration to execute and administer the agreement. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

GEOGRAPHIC
MARKETING ADV.,
LLC AGREEMENT

G.7. Alderwoman Wilhelm moved to approve the agreement with Geographic Marketing Advantage, LLC, for Geographic Information System (GIS) Support and Database Maintenance Services for 2021, and authorize the Director of Administration to execute and administer the contract effective January 1, 2021. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7689
PARKLAND
ACQUISITION
SUPPORT WITH
VANDEWALLE &
ASSOCIATES, INC.

G.8. Alderwoman Hanneman moved to revise the existing contract for Parkland Acquisition Services to have Alderwoman Hanneman as Lead Staff, and to adopt Resolution No. 2020-7689, A RESOLUTION TO AUTHORIZE VANDEWALLE & ASSOCIATES, INC. TO PROVIDE ADDITIONAL SUPPORT FOR PARKLAND ACQUISITION. Seconded by Alderman Barber. All voted Aye; motion carried.

AGREEMENT WITH
AT&T

G.9. Alderman Barber moved to authorize the Director of Administration to finalize and execute a new 5-year agreement with AT&T for Centrex services, as of April 30, 2020, in accordance with the State of Wisconsin bid award, and to authorize the Director of Administration to continue to administer and manage the agreements, including modifying service levels, as is determined is appropriate, during the terms of the agreement. Seconded by Alderman Nelson. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2020-2021 Operators' licenses to Michael Levicar, 6143 W. Howard Ave, #21, Greenfield, subject to completion of application; and Nyki Mamerow, 6306 W. Mitchell St., West Allis, with a warning letter from City Clerk.

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

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve the following: City vouchers with an ending date of November 12, 2020 in the amount of \$7,731,112.11; and payroll dated November 6, 2020 in the amount of \$434,241.71 and payments of the various payroll deductions in the amount of \$251,111.23 plus City matching payments; and estimated payroll dated November 20, 2020 in the amount of \$409,000 and payments of the various payroll deductions in the amount of \$455,000 plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 7:42 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 12-01-20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER E. 1.</p>

The Mayor has made the following appointment for Council confirmation:

Ken Humont, 7119 W. Jordan Ct., Ald. Dist. 5 – Board of Zoning and Building Appeals, for a 3 year unexpired term expiring April 30, 2022.

COUNCIL ACTION

Motion to confirm the following Mayoral appointment:

Ken Humont, 7119 W. Jordan Ct., Ald. Dist. 5 – Board of Zoning and Building Appeals, for a 3 year unexpired term expiring April 30, 2022.

Shirley Roberts

Subject: FW Volunteer Fact Sheet-Humont

From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>

Sent: Thursday, October 22, 2020 2:28 PM

To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>

Subject: Volunteer Fact Sheet

Name:	Ken Humont
PhoneNumber:	
EmailAddress:	
YearsasResident:	2
Alderman:	5
ArchitecturalBoard:	no
CivicCelebrations:	no
CommunityDevelopmentAuthority:	no
EconomicDevelopmentCommission:	yes
EnvironmentalCommission:	no
FinanceCommittee:	no
FairCommission:	no
BoardofHealth:	no
FirePoliceCommission:	no
ParksCommission:	no
LibraryBoard:	no
PlanCommission:	yes
PersonnelCommittee:	no
BoardofReview:	no
BoardofPublicWorks:	no
QuarryMonitoringCommittee:	no
TechnologyCommission:	no
TourismCommission:	no
BoardofZoning:	no
WasteFacilitiesMonitoringCommittee:	no
BoardWaterCommissioners:	no
CompanyNameJob1:	On the Level Inspection Service,LLC
CompanyAddressJob1:	7119 W Jordan Ct, Franklin
TelephoneJob1:	414-856-8020
StartDateandPositionJob1:	09/01/2020

EndDateandPositionJob1: Present
CompanyNameJob2: Milwaukee Inspection Service, LLC
AddressJob2: 7070 Cypress Ct, Franklin
TelephoneJob2: 414-881-4191
StartDateandPositionJob2: 11/2018
EndDateandPositionJob2: Present
CompanyNameJob3: Madsen Wire Products
AddressJob3: Orland, IN
TelephoneJob3:
StartDateandPositionJob3: 1/2018
EndDateandPositionJob3: 6/2018 Quality Engineer
Signature: Kenneth C Humont
Date: 10/21/2020
Signature2: Kenneth C Humont
Date2: 10/21/2020
Address: 7119 W Jordan Ct
PriorityListing: Economic Development Commission
WhyInterested: I want to help the City of Franklin grow and thrive. This city needs to improve. It has been stagnated for far too long.
DescriptionofDutiesJob1: Home and Commercial Inspection
DescriptionofDutiesJob2: Home Inspection
DescriptionofDutiesJob3: Oversee all aspects of the plant Quality; Maintain the company's ISO Certification
AdditionalExperience: I was involved with the Junior Chamber of Commerce (Jaycees) for over 13 years. I am a big proponent of promoting the local community. I am currently a member of the South Shore Freemason Lodge #3 here in Franklin. Also, the Advisors Chairman of the Doric Chapter of DeMolay in Franklin.
ClientIP: 72.128.96.99
SessionID: rvdbo0ifml3szf3t5cen4mza

[See Current Results](#)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/01/2020
REPORTS & RECOMMENDATIONS	CONFIRMATION OF DINA SWANSON AS CITIZEN NON-VOTING MEMBER FOR THE QUARRY MONITORING COMMITTEE	ITEM NUMBER <i>E. 2.</i>

At its November 12, 2020, regular meeting, the Quarry Monitoring Committee selected Dina Swanson as the new citizen non-voting member for this committee. The vote was 4-0-0: four (4) 'ayes', no 'noes' and no absents. Five (5) applications were submitted for this position.

Per Ordinance 2020-2425, upon selection by the Quarry Monitoring Committee, the citizen non-voting member needs to be confirmed by the Common Council, for a term of three (3) years.

COUNCIL ACTION REQUESTED

Confirmation of Dina Swanson as citizen non-voting member for the Quarry Monitoring Committee.

Regulo Martinez-Montilva

From: Shirley Roberts
Sent: Thursday, September 24, 2020 3:02 PM
To: Heath Eddy, Regulo Martinez-Montilva
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



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From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>
Sent: Wednesday, September 23, 2020 5:41 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>
Subject: Volunteer Fact Sheet

Name:	Dina Swanson
PhoneNumber:	414-248-3184
EmailAddress:	dswanson@digitaliris.com
YearsasResident:	12
Alderman:	Mike Barber
ArchitecturalBoard:	no
CivicCelebrations:	no
CommunityDevelopmentAuthority:	no
EconomicDevelopmentCommission:	no
EnvironmentalCommission:	no
FinanceCommittee:	no
FairCommission:	no
BoardofHealth:	no

FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: yes
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Harley-Davidson Motor Company
CompanyAddressJob1: 3700 W Juneau Avenue, Milwaukee, WI 53208
TelephoneJob1: 414-343-7265
StartDateandPositionJob1: 9/2008 Trade Compliance Lead
EndDateandPositionJob1: Still actively working
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Dina R Swanson
Date: 9/23/2020
Signature2: Dina R Swanson
Date2: 9/23/2020
Address: 8146 S 43rd Street Franklin, WI 53132
PriorityListing:
WhyInterested: I would like to get engaged within my community and thought this sounded like an excellent opportunity to start

- Foreign Trade Zone implementation for US distribution center utilizing PMM toolset
- Achieved highest status within Customs–Trade Partnership Against Terrorism (CTPAT Tier III)
- Broker Management –Created KPI for monthly broker review/ Metrics and Scorecard
- Led RFQ for US Customs brokerage which increased systems efficiencies and cost savings for the Motor Company
- Report retaliatory duty impact to key stakeholders within the organization
- Implement and manage ACE periodic monthly duty payments to U S Customs
- Point of escalation for daily import activities
- Manage Canada Border

DescriptionofDutiesJob1:

Services Agency (CBSA) relationship with H-D Canada, and answer CBSA requests for information • Strong relationship with US Customs and other government agency officials through CBP requests and correspondence, Port of Milwaukee meetings and motorcycle destructions • Create and maintain Trade Compliance documentation and compliance manual

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP:

65 31 182 95

SessionID:

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See Current Results

ORDINANCE NO. 2020-2425

AN ORDINANCE TO AMEND THE MUNICIPAL CODE, §10-19. QUARRY MONITORING COMMITTEE, AS IT PERTAINS TO COMMITTEE MEMBERSHIP

WHEREAS, the Quarry Monitoring Committee having review the Municipal Code as it pertains to the membership of the Committee and having recommended its amendment to provide for an additional non-voting citizen member; and

WHEREAS, the Common Council having determined the recommendation to be reasonable.

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

SECTION 1: §10-19. of the Municipal Code of Franklin, Wisconsin, is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

“§10-19. Quarry Monitoring Committee.

A. Composition. The Quarry Monitoring Committee shall consist of ~~six~~five members, two of whom shall be Aldermen and ~~four~~three of whom shall be citizens. One of the four citizen members will be a non-voting member.

B. Appointment. The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council, ~~and each of the other~~ ~~two~~ citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission or committee.

C. Term. The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and ~~two~~one citizen members shall serve for three years; the Aldermen members shall serve for ~~three~~two years and only during his or her tenure in office, from ~~May~~June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of ~~three~~two years.

D. Duties. The Committee shall undertake all actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

E. Common Council retains jurisdiction The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council

F. The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee

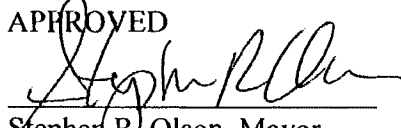
SECTION 2 The terms and provisions of this ordinance are severable Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect

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

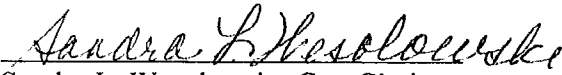
SECTION 4 This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2020, by Alderman Barber.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2020

APPROVED

Stephen R. Olson, Mayor

ATTEST


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

Regulo Martinez-Montilva

From: Shirley Roberts
Sent: Thursday, September 24, 2020 3:02 PM
To: Heath Eddy; Regulo Martinez-Montilva
Subject: FW: Volunteer Fact Sheet

FYI

**Shirley Roberts,
Deputy City Clerk**

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Subject: Volunteer Fact Sheet

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EconomicDevelopmentCommission:	no
EnvironmentalCommission:	no
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FairCommission:	no
BoardofHealth:	no

FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: yes
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TourismCommission: no
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BoardWaterCommissioners: no
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TelephoneJob1: 414-343-7265
StartDateandPositionJob1: 9/2008 Trade Compliance Lead
EndDateandPositionJob1: Still actively working
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Dina R Swanson
Date: 9/23/2020
Signature2: Dina R. Swanson
Date2: 9/23/2020
Address: 8146 S 43rd Street Franklin, WI 53132
PriorityListing:
WhyInterested: I would like to get engaged within my community and thought this sounded like an excellent opportunity to start

- Foreign Trade Zone implementation for US distribution center utilizing PMM toolset
- Achieved highest status within Customs-Trade Partnership Against Terrorism (CTPAT Tier III)
- Broker Management –Created KPI for monthly broker review/ Metrics and Scorecard
- Led RFQ for US Customs brokerage which increased systems efficiencies and cost savings for the Motor Company
- Report retaliatory duty impact to key stakeholders within the organization
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DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP:

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SessionID:

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See Current Results

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 1, 2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">MLG INVESTMENTS CONCEPT REVIEW (PDD 39 - 3548 WEST SOUTH COUNTY LINE ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.1.</i></p>

This application is for a Concept Review of another phase of the Franklin Corporate Park. This portion of the Park is the section of approximately 26.4 acres of currently vacant/farmland located just south adjacent to the Biller/JHB property, but north of the Gerasopoulos property. The concept as proposed includes up to three lots for industrial development, with roadway extensions for Birch Street and Hickory Street. Both roadways are in the initial stage of development with the Biller/JHB property, under a Development Agreement with the City.

This Concept Review is a little different from others Council has seen, as this developer is not planning to do any site design work on the proposed lots in this section of the Franklin Corporate Park. The applicant has provided two Options for review by Council, which provide alternatives for the eventual routing of Birch Street. Option 1 routes Birch Street south to connect to South County Line Road. Option 2 routes Birch Street as provided on the current Corporate Park framework design. The applicant has provided schematics along with proforma financials for the total cost for each option.

Staff have been working with MLG to review and refine the potential options for infrastructure extensions, and it is noted that the applicant's preference is to implement Option One. From a strict cost perspective, this makes sense. In addition, the City Engineer has had conversations with Town of Raymond officials, and they are generally supportive of the Option One-type concept, with the provision that truck traffic is not generally routed onto South County Line Road.

MLG Investments submitted application for Concept Review on October 29, 2020. Staff provided the applicant with a memorandum of comments on November 19, 2020, and the applicant has provided a written response to those comments, both of which are included with this Action Sheet. Many of staff's comments are directed more toward future lot developers than specific to MLG.

Please find attached the following:

1. Project Summary provided by MLG Investments;
2. Staff Comments provided by Department of City Development, dated November 19, 2020;
3. PDD 39 Design Standards, as referenced in Staff Comments; and
4. MLG's response to Staff Comments, dated November 23, 2020.

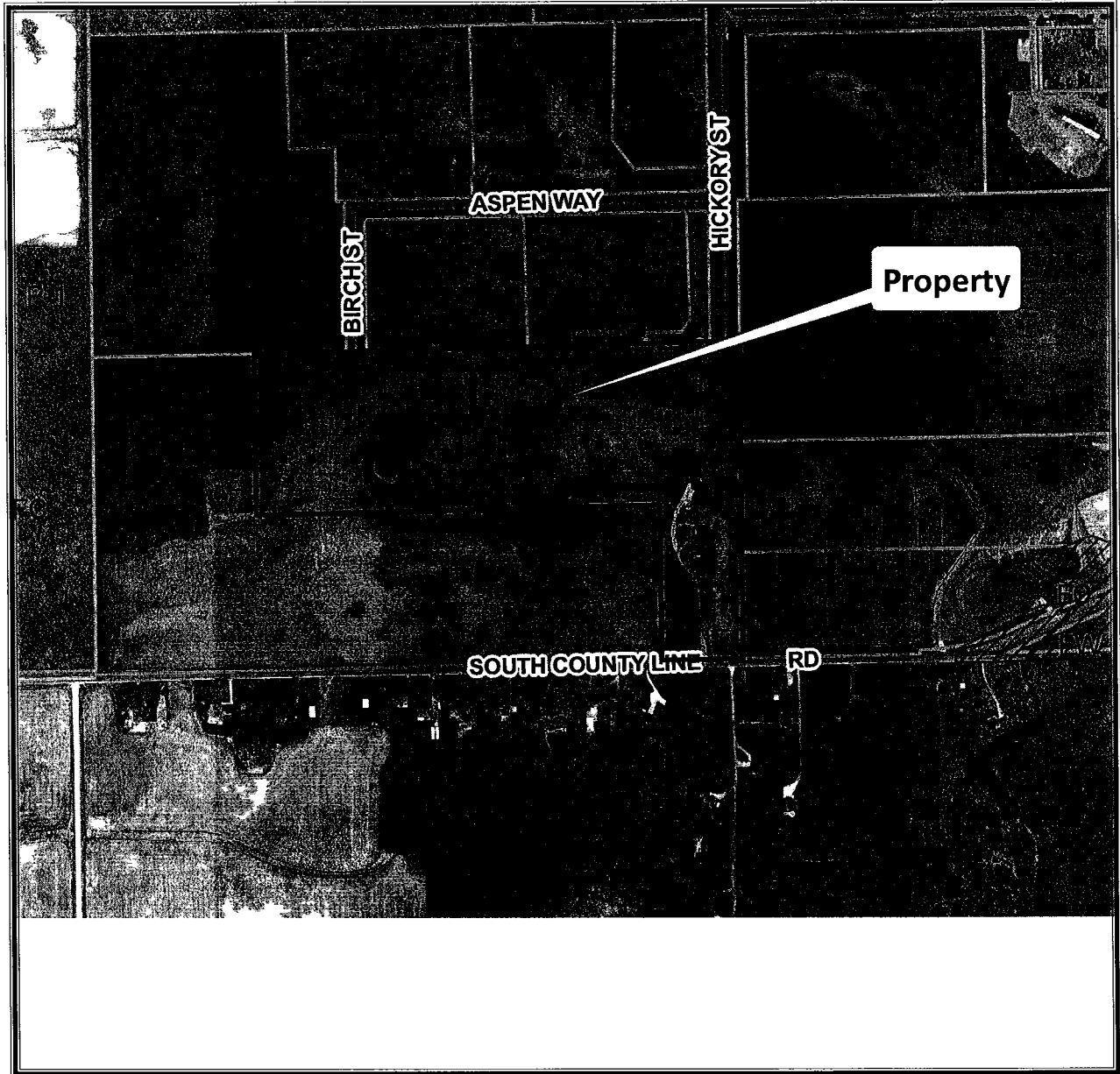
COUNCIL ACTION REQUESTED

The applicant, along with City Staff, are looking for general direction on the preferred approach for routing Birch Street (and all utilities associated with this and further phasing of the Park to the south).

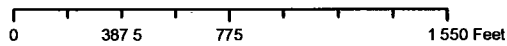
Typically Concept Reviews do not result in a formal motion or directive. However, this project will involve the use of TID 4/8 funding and therefore it is in Common Council's interest to define how it expects to spend such funding for this project. Staff recommends that Council, at minimum, indicate which Option is the preference.



3548 W. South County Line Road
TKN: 979 9999 000



Planning Department
(414) 425-4024

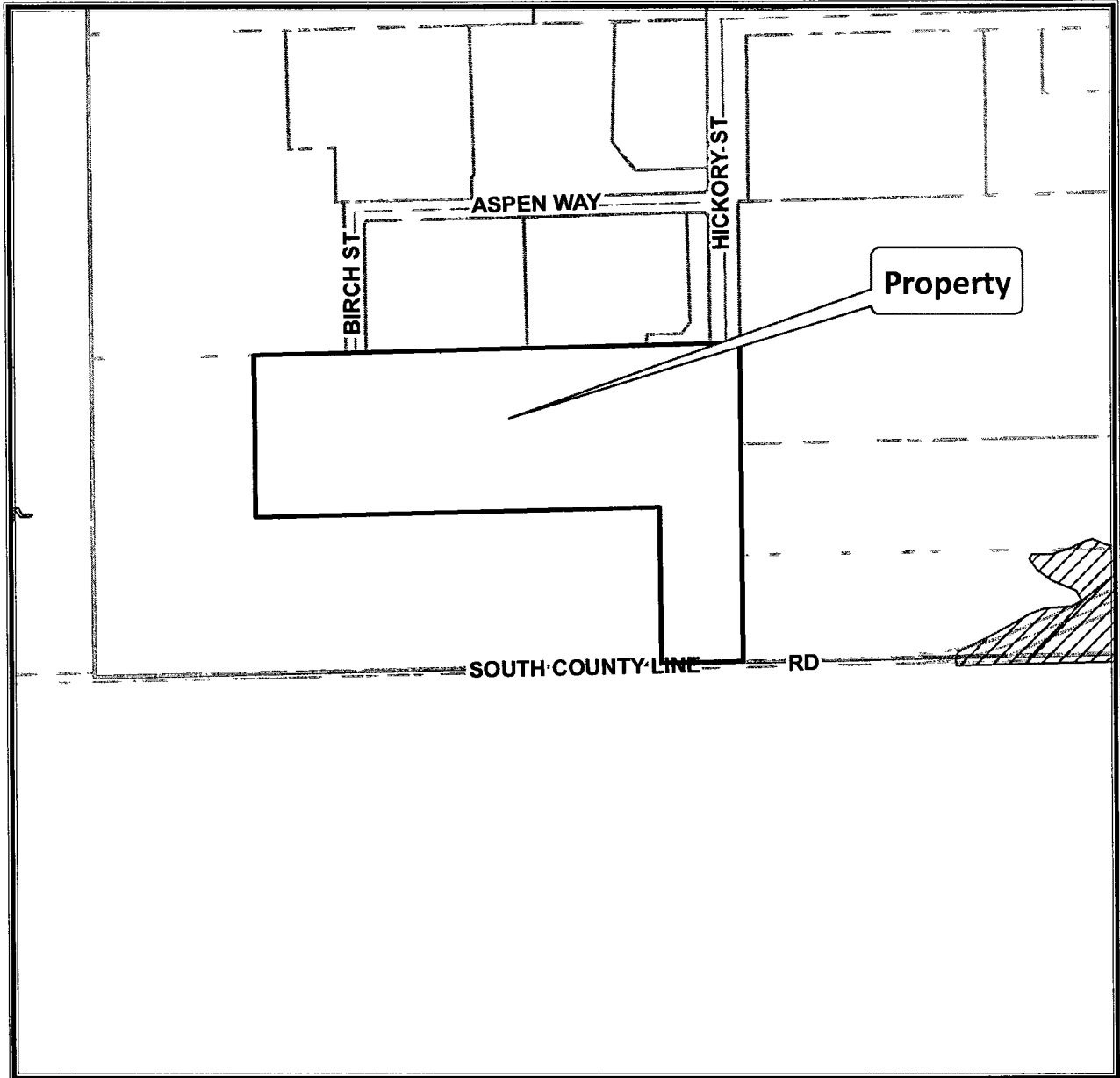


2017 Aerial Photo

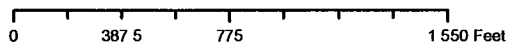
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering, or surveying purposes.



3548 W. South County Line Road
TKN: 979 9999 000



Planning Department
(414) 425-4024



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



2017 Aerial Photo

3548 W. County Line Road – Concept Plan Project Summary

General Summary

The property located at 3548 W. County Line Road in the City of Franklin consists of approximately 26.4 acres of vacant land which is currently being farmed. The property is included in TID 8 and will be developed under the Planned Development District 39. The landowner will work with the City to obtain the necessary municipal approvals to construct the infrastructure and sell the improved land to a third-party developer who will construct the buildings.

The concept plan being presented for review, the cost estimates and the proformas discussed herein assume the proposed development on the Biller property to the north has been constructed. The proposed concept plan (Option 1) shows South Hickory Street being extended from the north property line to the south property line and then ultimately connected to South County Line Road when the property to the south is developed. Sanitary sewer and water to serve the eastern portion of the site will be extended from the utilities the City recently constructed east of South Hickory Street. South Birch Street will provide a second access to the property and will be extended in a similar manner from the north property line to South County Line Road. The sanitary sewer and water to serve the middle and western portions of the site need to be extended in South Birch Street through the Biller property, preferably prior to constructing the watermain and roads on the Biller property. The proposed extension alignment of South Birch Street and associated utility extensions differ from the approved TID 8 Project Plan and prior City utility planning; the reasons for the changes will be discussed in more detail later in this summary.

The initial site improvements will include constructing the sanitary sewer, watermain, storm sewer, private utilities and roads. Due to the large amount of grade change across the site and the endless number of ways to grade the site, the initial construction project does not contemplate mass grading the site. Construction of the road and utility improvements may be phased depending on a third party's land needs for their building development. It should be noted that the buildings shown on the concept plan are strictly for planning purposes to help determine possible building sizes and values for the financial analysis provided later in this summary. The land developer will not be applying for any building approvals and will not be constructing any of the buildings on the property.

Project Site Improvement Costs

Pinnacle Engineering prepared a preliminary design and cost estimate for the sanitary sewer, watermain, storm sewer, stormwater ponds and grading for Option 1 being presented for review. The concept utility plan and breakdown of the Option 1 costs are included in Appendix A and are summarized as follows:

1. Biller property – sanitary sewer extension	\$83,250.00
2. MLG property – S. Birch St. utilities & paving	\$469,908.00
3. MLG property – S. Hickory St. utilities & paving	\$411,933.00
4. MLG property – grading lots 1, 2 and 3	<u>\$917,847.50</u>
Total Option 1 Improvement Costs = \$1,882,938.50	

For comparison purposes and to support the concept plan being reviewed, Pinnacle Engineering also prepared conceptual engineering plans and a cost estimate for a conceptual layout which is consistent with the plan approved as part of the TID 8 Project Plan (Option 2). The Option 2 conceptual utility plan and cost estimate are included in Appendix B and is summarized as follows:

1. MLG & Gerasop. properties – S. Birch St. utilities	\$1,665,590.00
2. MLG & Gerasop. properties – S. Birch St. paving	\$431,435.00
3. MLG property – S. Hickory St. paving	\$163,828.00
4. Geras. property – S. Hickory St. utilities & paving	\$524,600.00
5. Gerasopoulos property – grading	\$1,056,000.00
6. MLG property – grading lots 1, 2 and 3	<u>\$917,847.50</u>
Total Option 2 Improvement Costs = \$4,759,300.50	

Estimated Project Value

Development of the MLG property based on the Option 1 layout will create \$11,872,000 of new tax increment based on the TID 8 Project Plan development intensity and building cost assumptions. If the site develops with the maximum allowable building coverage, which is approximately 10,000 sf building per acre, the new tax increment could increase to \$18,144,000.

TIF Consideration and Fiscal Impacts

From a high-level perspective, the financial modeling of the development assumes the site utility and paving costs would be paid for using City TIF financing and the site grading cost will be offered as a pay-go incentive to a third party building developer, these concepts will have to be discussed further if the project moves forward.

The Option 1 TIF proforma for the development is based on the TID 8 Project Plan development intensity and building cost assumptions, the development costs previously discussed and a decreasing mill rate over time. The proforma shows the new increment created after the site is fully developed will pay for all the site improvement, pay-go and soft costs. If the development intensity on Lots 1 and 2 is greater than 8,000 sf building per acre, then the TIF would pay off without Lot 3 being developed. A copy of the Option 1 TIF proforma is included in Appendix A.

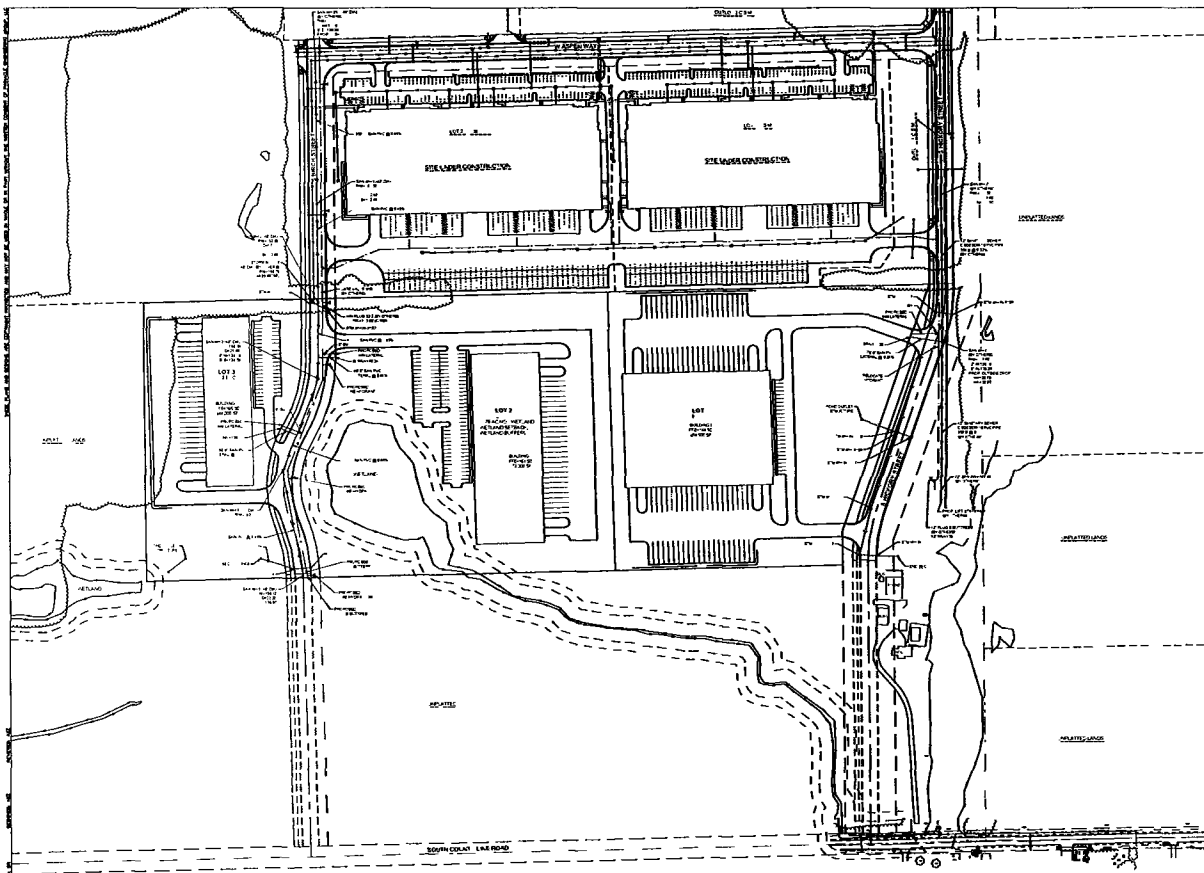
A proforma for Option 2 is included for review to provide perspective and to evaluate the two development alternatives financially, a copy of the Option 2 proforma is located in Appendix B. The Option 2 model includes the new increment and improvement costs

from the MLG and Gerasopoulos properties since the road and utilities are shared between the two adjoining properties. The base Option 1 development assumptions were used in the Option 2 model for comparison purposes. The Option 2 proforma shows the total costs of Option 2 are not paid off by the end of the. To pay off all Option 2 costs, all the developable land has to be built out with buildings covering 9,300 sf per developable acre.

Summary

The landowner is proposing Option 1 as an alternative to the concept plan contained in the TID 8 Project Plan. The two major differences are extending South Birch Street straight south across the Gerasopoulos property to South County Line Road and extending sanitary sewer through the Biller property to serve the MLG and Gerasopoulos properties. The landowner is hoping the City will provide positive feedback for developing the property in general conformity to Option 1. The cost estimates and TIF proformas clearly show Option 1 costs less, can successfully be financed using TIF and reduces the development and financial risk to all stakeholders.

Appendix A
Option 1 Conceptual Utility Plan, Cost Estimate & Proforma



ESTIMATE OF QUANTITIES

1. BUILDING PAVEMENT

- CONCRETE
- 8\"/>

2. BULKHEADS & VALVES

- 8\"/>

3. BULKHEADS & VALVES

- 8\"/>

CONTRACTOR: MTC CONSTRUCTION, INC. 1500 W. SOUTH COUNTY LINE ROAD, FRANKLIN, WI 53126
 DESIGNER: PINNACLE ENGINEERING GROUP, INC. 1500 W. SOUTH COUNTY LINE ROAD, FRANKLIN, WI 53126
 DATE: 05/20/2014



www.pinnacle-engr.com



ENGINEERS OPINION OF PROBABLE COST

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3548 W SOUTH COUNTY LINE ROAD

✱ **S BIRCH ST OPTION 1 - UTILITIES & PAVING**

8/27/2020

PEG #2094.00

SANITARY SEWER

8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)
SANITARY MANHOLE (48" DIA)

S BIRCH ST/BILLER PROP(OPT 1) ✱		
<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
586 LF	\$125.00	\$73,250.00
2 EA	\$5,000.00	\$10,000.00
	SUBTOTAL	\$83,250.00 ✱

SANITARY SEWER

8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)
8" PVC AWWA C-900 DR-18 SANITARY SEWER (GRAN BACKFILL)
SANITARY MANHOLE (48" DIA)
6" PVC ASTM D-3034 SDR-35 SANITARY LATERAL

S BIRCH ST/MLG PROP (OPT 1) ✱		
<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
181 LF	\$125.00	\$22,625.00
487 LF	\$250.00	\$121,750.00
3 EA	\$5,000.00	\$15,000.00
80 LF	\$120.00	\$9,600.00
	SUBTOTAL	\$168,975.00 ✱

WATER MAIN

12" PVC AWWA C-900 DR-18 WATER MAIN (GRAN BACKFILL)
12" BUTTERFLY VALVE
6" PVC AWWA C-900 DR-18 WATER LATERALS (GRAN BACKFILL)
6" GATE VALVE
HYDRANT
6" PVC HYDRANT LEADS (GRAN BACKFILL)

664 LF	\$120.00	\$79,680.00
1 EA	\$3,000.00	\$3,000.00
80 LF	\$100.00	\$8,000.00
2 EA	\$1,200.00	\$2,400.00
3 EA	\$4,500.00	\$13,500.00
44 LF	\$100.00	\$4,400.00
	SUBTOTAL	\$110,980.00 ✱

STORM SEWER

STORM MANHOLE INLET
STORM MANHOLE
RCP GRANULAR BACKFILL
CONCRETE END SECTION W/GRATE
POND OUTLET STRUCTURE

4 EA	\$3,000.00	\$12,000.00
1 EA	\$3,000.00	\$3,000.00
168 LF	\$85.00	\$14,280.00
1 EA	\$1,500.00	\$1,500.00
1 EA	\$8,000.00	\$8,000.00
	SUBTOTAL	\$38,780.00 ✱

PAVING

4" TB (1-1/2" TO 3")
4" TB (3/4" TO 1-1/2")
4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))
2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))
30" VERTICAL FACE CURB & GUTTER
DETECTABLE WARNING DEVICE
8" CRUSHED STONE - ASPHALT PATH

749 TON	\$21.00	\$15,729.00
749 TON	\$21.00	\$15,729.00
670 TON	\$80.00	\$53,600.00
335 TON	\$80.00	\$26,800.00
1355 LF	\$17.00	\$23,035.00
4 EA	\$400.00	\$1,600.00
280 TON	\$21.00	\$5,880.00

3" ASPHALT PATH

110 TON \$80.00 \$8,800.00

SUBTOTAL \$151,173.00 *

TOTAL S. Birch/mile \$469,908.00

~~S BIRCH ST/GERASOPOULOS (OPT 1)~~

SANITARY SEWER

8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)

100 LF \$125.00 \$12,500.00

6" PVC ASTM D-3034 SDR-35 SANITARY LATERAL

40 LF \$120.00 \$4,800.00

SANITARY MANHOLE (48" DIA)

1 EA \$5,000.00 \$5,000.00

SUBTOTAL \$22,300.00

PAVING

4" TB (1-1/2" TO 3")

665 TON \$21.00 \$13,965.00

4" TB (3/4" TO 1-1/2")

665 TON \$21.00 \$13,965.00

4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))

598 TON \$80.00 \$47,840.00

2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))

299 TON \$80.00 \$23,920.00

30" VERTICAL FACE CURB & GUTTER

1314 LF \$17.00 \$22,338.00

DETECTABLE WARNING DEVICE

1 EA \$400.00 \$400.00

8" CRUSHED STONE - ASPHALT PATH

297 TON \$21.00 \$6,237.00

3" ASPHALT PATH

120 TON \$80.00 \$9,600.00

SUBTOTAL \$138,265.00

TOTAL \$713,723.00



ENGINEERS OPINION OF PROBABLE COST

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3548 W SOUTH COUNTY LINE ROAD

* **S HICKORY ST OPTION 1 - UTILITIES & PAVING**

8/27/2020

PEG #2094.00

	S HICKORY ST/MLG PROP (OPT 1)*		
	<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
<u>SANITARY SEWER</u>			
8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)	332 LF	\$125.00	\$41,500.00
SANITARY MANHOLE (48" DIA)	4 EA	\$5,000.00	\$20,000.00
6" PVC ASTM D-3034 SDR-35 SANITARY LATERAL	76 LF	\$120.00	\$9,120.00
OUTSIDE DROP CONNECTION	1 EA	\$3,000.00	\$3,000.00
		SUBTOTAL	\$73,620.00
<u>WATER MAIN</u>			
12" PVC AWWA C-900 DR-18 WATER MAIN (GRAN BACKFILL)	336 LF	\$120.00	\$40,320.00
12" BUTTERFLY VALVE	1 EA	\$3,000.00	\$3,000.00
6" PVC AWWA C-900 DR-18 WATER LATERALS (GRAN BACKFILL)	64 LF	\$100.00	\$6,400.00
6" GATE VALVE	1 EA	\$1,200.00	\$1,200.00
HYDRANT	1 EA	\$4,500.00	\$4,500.00
6" PVC HYDRANT LEADS (GRAN BACKFILL)	15 LF	\$100.00	\$1,500.00
RELOCATE HYDRANT	1 EA	\$2,500.00	\$2,500.00
		SUBTOTAL	\$59,420.00
<u>STORM SEWER</u>			
STORM MANHOLE INLET	6 EA	\$3,000.00	\$18,000.00
STORM MANHOLE	4 EA	\$3,000.00	\$12,000.00
RCP GRANULAR BACKFILL	889 LF	\$85.00	\$75,565.00
CONCRETE END SECTION W/GRATE	1 EA	\$1,500.00	\$1,500.00
POND OUTLET STRUCTURE	1 EA	\$8,000.00	\$8,000.00
		SUBTOTAL	\$115,065.00
<u>PAVING</u>			
4" TB (1-1/2" TO 3")	813 TON	\$21.00	\$17,073.00
4" TB (3/4" TO 1-1/2")	813 TON	\$21.00	\$17,073.00
4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))	744 TON	\$80.00	\$59,520.00
2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))	372 TON	\$80.00	\$29,760.00
30" VERTICAL FACE CURB & GUTTER	1460 LF	\$17.00	\$24,820.00
DETECTABLE WARNING DEVICE	4 EA	\$400.00	\$1,600.00
8" CRUSHED STONE - ASPHALT PATH	262 TON	\$21.00	\$5,502.00
3" ASPHALT PATH	106 TON	\$80.00	\$8,480.00
		SUBTOTAL	\$163,828.00
		TOTAL	\$411,933.00*



ENGINEERS OPINION OF PROBABLE COST

This opinion of cost is based on conceptual layouts. It will be necessary to refine this opinion of cost to reflect actual layouts and final engineering design. PEG assumes no liability for conceptual opinions of cost used for anything other than determining the approximate magnitude of construction costs.

3548 W SOUTH COUNTY LINE ROAD

* **LOT GRADING**

8/27/2020

PEG #2094.00

MLG - LOT 1 (OPTION 1)*

GRADING

SILT FENCE	2365 LF	\$2.00	\$4,730.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	6 EA	\$500.00	\$3,000.00
STRIP TOPSOIL	19343 CY	\$3.50	\$67,700.50
GRADING (lot 1 stand alone is 42,000 cy long)	67385 CY	\$4.50	\$303,232.50
POND CONSTRUCTION WITH CLAY LINER	3571 CY	\$10.00	\$35,710.00
RESPREAD TOPSOIL	5656 CY	\$3.50	\$19,796.00
SEED & MULCH	50900 SY	\$0.80	\$40,720.00
RETAINING WALL	2200 SF	\$30.00	\$66,000.00
RIP RAP AT END SECTIONS	96 SY	\$50.00	\$4,800.00
	SUBTOTAL		\$548,689.00*

MLG - LOT 2 (OPTION 1)*

GRADING

SILT FENCE	2850 LF	\$2.00	\$5,700.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	2 EA	\$500.00	\$1,000.00
STRIP TOPSOIL	12491 CY	\$3.50	\$43,718.50
GRADING (lot 2 stand alone is 12,000 cy short)	3965 CY	\$4.50	\$17,842.50
RESPREAD TOPSOIL	3978 CY	\$3.50	\$13,923.00
SEED & MULCH	35797 SY	\$0.80	\$28,637.60
	SUBTOTAL		\$113,821.60*

MLG - LOT 3 (OPTION 1)*

GRADING

SILT FENCE	1965 LF	\$2.00	\$3,930.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	2 EA	\$500.00	\$1,000.00
STRIP TOPSOIL	9025 CY	\$3.50	\$31,587.50
GRADING (lot 3 stand alone is 33,000 cy short)	7135 CY	\$4.50	\$32,107.50
POND CONSTRUCTION WITH CLAY LINER	1291 CY	\$10.00	\$12,910.00
RESPREAD TOPSOIL	2673 CY	\$3.50	\$9,355.50
SEED & MULCH	24058 SY	\$0.80	\$19,246.40
RETAINING WALL	4580 SF	\$30.00	\$137,400.00

RIP RAP AT END SECTIONS

96 SY \$50.00 \$4,800.00
SUBTOTAL \$255,336.90 *

Total MLG Grading \$917,847.50

MLG - LARGE EAST BLDG (OPTION 2)

GRADING

SILT FENCE

3764 LF \$2.00 \$7,528.00

TRACKING PAD

2 EA \$3,000.00 \$6,000.00

INLET PROTECTION

6 EA \$500.00 \$3,000.00

STRIP TOPSOIL

27856 CY \$3.50 \$97,496.00

GRADING (large bldg stand alone is 52,265 cy long)

98349 CY \$4.50 \$442,570.50

POND CONSTRUCTION WITH CLAY LINER

3571 CY \$10.00 \$35,710.00

RESPREAD TOPSOIL

9074 CY \$3.50 \$31,759.00

SEED & MULCH

81666 SY \$0.80 \$65,332.80

RETAINING WALL

3236 SF \$30.00 \$97,080.00

RIP RAP AT END SECTIONS

96 SY \$50.00 \$4,800.00

SUBTOTAL \$791,276.30

MLG County Line Road 3 Lot Option 1 TIF Proforma
PRELIMINARY REVENUE ESTIMATES

*** Preliminary ***

October 21 2020

MLG County Line Road 3 Lot Option 1 TIF *** Preliminary ***
PRELIMINARY REVENUE ESTIMATES

Assumptions:

Building coverage	6,000 sq. ft. Industrial	1	4	100-100	ML
Assumed Base Value	89,700				
Property value inflation	0.5%				
Property additions	0.0%				
Cost rate inflation adjustment	-0.20%				
Est. developed value	Industrial 770				Low/Mid
					\$119,000

REPRODUCTION:

Total New Increment	\$1,872,000
Tax Increment Collected	\$3,447,236
NPV Tax Increment	\$2,410,679
Total Cost	\$2,304,687

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
FULL VALUE BEGINNING OF YEAR																												
ACVYR																												
INDUSTRIAL STAFF																												
CUM (SF)																												
Ac. / Yr																												
CUM (Ac)																												
TIF FARMHOUSE																												
INDUSTRIAL INCREMENT																												
LAND INCREMENT																												
NEW INCREMENT																												
INFLATION & ADDITION INCREMENT																												
TOTAL CHG INCREMENT																												
BUILDINGS INCREMENT																												
LAND (AFTER BASE) INCREMENT																												
Franklin 2020																												
TAX RATE																												
TAX INCREMENT COLLECTED																												
VILLAGE TOTAL																												
BOND ISSUES/PAGE																												
Begin balance																												
Interest																												
Payment																												
End balance																												
TIF Payoff																												
TIF Year																												

Phase 1 Cost Estimate

Quantity	Unit Cost	Phase 1 Cost
Construction Costs (Urban & Highway Streets)	1	\$960,000
Engineering	1	\$50,000
Off-Site Utilities	0	\$0
Site Utilities	1	\$30,000
Soils/land testing, drainage location & TIA	1	\$5,000
Landscaping/Monument	0	\$50,000
City/retention/inspection fees	1	\$100,000
Construction	1416	\$35
Subtotal		\$1,319,636
Contingency		15%
Contributed Interest		\$10,166
Total		\$1,689,802

Appendix B
Option 2 Conceptual Utility Plan, Cost Estimate & Proforma



ENGINEERS OPINION OF PROBABLE COST

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3548 W SOUTH COUNTY LINE ROAD

*** OPTION 2 - UTILITIES & PAVING**

8/27/2020

PEG #2094.00

MLG + GERASPOPOULOS PROPERTIES
OPTION 2 ROAD UTILITIES *

SANITARY SEWER

	QUANTITY	COST	TOTAL
8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)	332 LF	\$125.00	\$41,500.00
8" PVC ASTM D-3034 SDR-35 SANITARY SEWER (GRAN BACKFILL)	239 LF	\$100.00	\$23,900.00
8" PVC AWWA C-900 DR-18 SAN(GRAN BACKFILL) 24-30' deep	400 LF	\$250.00	\$100,000.00
8" PVC AWWA C-900 DR-18 SAN (GRAN BACKFILL) >30' deep	898 LF	\$1,200.00	\$1,077,600.00
SANITARY MANHOLE (48" DIA)	11 EA	\$5,000.00	\$55,000.00
6" PVC ASTM D-3034 SDR-35 SANITARY LATERAL	177 LF	\$120.00	\$21,240.00
6" SANITARY RISER	43 VF	\$250.00	\$10,750.00
OUTSIDE DROP CONNECTION	1 EA	\$5,000.00	\$5,000.00
		SUBTOTAL	\$1,334,990.00

WATER MAIN

12" PVC AWWA C-900 DR-18 WATER MAIN (GRAN BACKFILL)	1029 LF	\$120.00	\$123,480.00
12" BUTTERFLY VALVE	2 EA	\$3,000.00	\$6,000.00
6" PVC AWWA C-900 DR-18 WATER LATERALS (GRAN BACKFILL)	197 LF	\$100.00	\$19,700.00
6" GATE VALVE	4 EA	\$1,200.00	\$4,800.00
HYDRANT	4 EA	\$4,500.00	\$18,000.00
6" PVC HYDRANT LEADS (GRAN BACKFILL)	61 LF	\$100.00	\$6,100.00
RELOCATE HYDRANT	1 EA	\$2,500.00	\$2,500.00
		SUBTOTAL	\$180,580.00

STORM SEWER

STORM MANHOLE INLET	10 EA	\$3,000.00	\$30,000.00
STORM MANHOLE	5 EA	\$3,000.00	\$15,000.00
RCP GRANULAR BACKFILL	1012 LF	\$85.00	\$86,020.00
CONCRETE END SECTION W/GRATE	2 EA	\$1,500.00	\$3,000.00
POND OUTLET STRUCTURE	2 EA	\$8,000.00	\$16,000.00
		SUBTOTAL	\$150,020.00

TOTAL UTILITIES \$1,665,590.00*

S BIRCH ST/MLG PROP (OPT 2) *

PAVING

	QUANTITY	COST	TOTAL
4" TB (1-1/2" TO 3")	803 TON	\$21.00	\$16,863.00
4" TB (3/4" TO 1-1/2")	803 TON	\$21.00	\$16,863.00
4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))	735 TON	\$80.00	\$58,800.00
2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))	367 TON	\$80.00	\$29,360.00
30" VERTICAL FACE CURB & GUTTER	1429 LF	\$17.00	\$24,293.00

DETECTABLE WARNING DEVICE	4 EA	\$400.00	\$1,600.00
8" CRUSHED STONE - ASPHALT PATH	297 TON	\$21.00	\$6,237.00
3" ASPHALT PATH	119 TON	\$80.00	\$9,520.00
	SUBTOTAL		\$163,536.00

S BIRCH ST/GERASOPOULOS (OPT 2)*

<u>PAVING</u>	<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
4" TB (1-1/2" TO 3")	1276 TON	\$21.00	\$26,796.00
4" TB (3/4" TO 1-1/2")	1276 TON	\$21.00	\$26,796.00
4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))	1146 TON	\$80.00	\$91,680.00
2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))	573 TON	\$80.00	\$45,840.00
30" VERTICAL FACE CURB & GUTTER	2525 LF	\$17.00	\$42,925.00
DETECTABLE WARNING DEVICE	2 EA	\$400.00	\$800.00
8" CRUSHED STONE - ASPHALT PATH	622 TON	\$21.00	\$13,062.00
3" ASPHALT PATH	250 TON	\$80.00	\$20,000.00
	SUBTOTAL		\$267,899.00

TOTAL ROAD \$431,435.00*



ENGINEERS OPINION OF PROBABLE COST

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3548 W SOUTH COUNTY LINE ROAD

* **S HICKORY ST OPTION 1 - UTILITIES & PAVING**

8/27/2020

PEG #2094.00

S HICKORY ST/MLG PROP (OPT 1)

SANITARY SEWER

	<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
8" PVC ASTM D-3034 SDR-26 SANITARY SEWER (GRAN BACKFILL)	332 LF	\$125.00	\$41,500.00
SANITARY MANHOLE (48" DIA)	4 EA	\$5,000.00	\$20,000.00
6" PVC ASTM D-3034 SDR-35 SANITARY LATERAL	76 LF	\$120.00	\$9,120.00
OUTSIDE DROP CONNECTION	1 EA	\$3,000.00	\$3,000.00
		SUBTOTAL	\$73,620.00

WATER MAIN

12" PVC AWWA C-900 DR-18 WATER MAIN (GRAN BACKFILL)	336 LF	\$120.00	\$40,320.00
12" BUTTERFLY VALVE	1 EA	\$3,000.00	\$3,000.00
6" PVC AWWA C-900 DR-18 WATER LATERALS (GRAN BACKFILL)	64 LF	\$100.00	\$6,400.00
6" GATE VALVE	1 EA	\$1,200.00	\$1,200.00
HYDRANT	1 EA	\$4,500.00	\$4,500.00
6" PVC HYDRANT LEADS (GRAN BACKFILL)	15 LF	\$100.00	\$1,500.00
RELOCATE HYDRANT	1 EA	\$2,500.00	\$2,500.00
		SUBTOTAL	\$59,420.00

STORM SEWER

STORM MANHOLE INLET	6 EA	\$3,000.00	\$18,000.00
STORM MANHOLE	4 EA	\$3,000.00	\$12,000.00
RCP GRANULAR BACKFILL	889 LF	\$85.00	\$75,565.00
CONCRETE END SECTION W/GRATE	1 EA	\$1,500.00	\$1,500.00
POND OUTLET STRUCTURE	1 EA	\$8,000.00	\$8,000.00
		SUBTOTAL	\$115,065.00

* **PAVING**

4" TB (1-1/2" TO 3")	813 TON	\$21.00	\$17,073.00
4" TB (3/4" TO 1-1/2")	813 TON	\$21.00	\$17,073.00
4" ASPHALT BINDER (No. 3(19.0mm)GRADATION(3 MT 58-28 S))	744 TON	\$80.00	\$59,520.00
2" ASPHALT SURFACE(No. 4(12.5mm)GRADATION(4 MT 58-28 H))	372 TON	\$80.00	\$29,760.00
30" VERTICAL FACE CURB & GUTTER	1460 LF	\$17.00	\$24,820.00
DETECTABLE WARNING DEVICE	4 EA	\$400.00	\$1,600.00
8" CRUSHED STONE - ASPHALT PATH	262 TON	\$21.00	\$5,502.00
3" ASPHALT PATH	106 TON	\$80.00	\$8,480.00
		SUBTOTAL	\$163,828.00*

TOTAL \$411,933.00

Gerasopolous Construction Cost Estimate ✖

Dated. October 21, 2020

						26.4 Acres	
Item #	Item Description	Quantity	Unit	Unit Price	Total Price		
Grading							
1	Lot 4	15.9	ac.	\$40,000.00	\$636,000.00		
2	Lot 5	10.5	ac.	\$40,000.00	\$420,000.00		
Total Grading					\$1,056,000.00		
Wetlands							
1	Wetland Mitigation	0.26	ac.	\$100,000.00	\$26,400.00		
Total Grading					\$26,400.00		
S. Hickory Street							
1	Sanitary Sewer	300	l.f.	\$150.00	\$45,000.00		
2	Watermain	600	l.f.	\$125.00	\$75,000.00		
3	Storm Sewer	400	l.f.	\$110.00	\$44,000.00		
4	Road Paving	650	l.f.	\$230.00	\$149,500.00		
5	Intersection	1	ea	\$50,000.00	\$50,000.00		
6	Road Grading	1.79	ac	\$90,000.00	\$161,100.00		
Total Gerasopolous S. Hickory Street					\$524,600.00		
Total Cost:					\$1,607,000.00		
Cost Per Acre					\$60,871.21		

ENGINEERS OPINION OF PROBABLE COST



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3548 W SOUTH COUNTY LINE ROAD

***LOT GRADING**

8/27/2020

PEG #2094.00

MLG - LOT 1 (OPTION 1) *

GRADING

SILT FENCE	2365 LF	\$2.00	\$4,730.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	6 EA	\$500.00	\$3,000.00
STRIP TOPSOIL	19343 CY	\$3.50	\$67,700.50
GRADING (lot 1 stand alone is 42,000 cy long)	67385 CY	\$4.50	\$303,232.50
POND CONSTRUCTION WITH CLAY LINER	3571 CY	\$10.00	\$35,710.00
RESPREAD TOPSOIL	5656 CY	\$3.50	\$19,796.00
SEED & MULCH	50900 SY	\$0.80	\$40,720.00
RETAINING WALL	2200 SF	\$30.00	\$66,000.00
RIP RAP AT END SECTIONS	96 SY	\$50.00	\$4,800.00
	SUBTOTAL		\$548,689.00*

MLG - LOT 2 (OPTION 1)*

GRADING

SILT FENCE	2850 LF	\$2.00	\$5,700.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	2 EA	\$500.00	\$1,000.00
STRIP TOPSOIL	12491 CY	\$3.50	\$43,718.50
GRADING (lot 2 stand alone is 12,000 cy short)	3965 CY	\$4.50	\$17,842.50
RESPREAD TOPSOIL	3978 CY	\$3.50	\$13,923.00
SEED & MULCH	35797 SY	\$0.80	\$28,637.60
	SUBTOTAL		\$113,821.60 *

MLG - LOT 3 (OPTION 1)*

GRADING

SILT FENCE	1965 LF	\$2.00	\$3,930.00
TRACKING PAD	1 EA	\$3,000.00	\$3,000.00
INLET PROTECTION	2 EA	\$500.00	\$1,000.00
STRIP TOPSOIL	9025 CY	\$3.50	\$31,587.50
GRADING (lot 3 stand alone is 33,000 cy short)	7135 CY	\$4.50	\$32,107.50
POND CONSTRUCTION WITH CLAY LINER	1291 CY	\$10.00	\$12,910.00
RESPREAD TOPSOIL	2673 CY	\$3.50	\$9,355.50
SEED & MULCH	24058 SY	\$0.80	\$19,246.40
RETAINING WALL	4580 SF	\$30.00	\$137,400.00

RIP RAP AT END SECTIONS

96 SY \$50.00 \$4,800.00

SUBTOTAL \$255,336.90*

Total MLG GRADING \$917,847.50*

~~MLG LARGE EAST BLDG (OPTION 2)~~

GRADING

SILT FENCE	3764 LF	\$2.00	\$7,528.00
TRACKING PAD	2 EA	\$3,000.00	\$6,000.00
INLET PROTECTION	6 EA	\$500.00	\$3,000.00
STRIP TOPSOIL	27856 CY	\$3.50	\$97,496.00
GRADING (large bldg stand alone is 52,265 cy long)	98349 CY	\$4.50	\$442,570.50
POND CONSTRUCTION WITH CLAY LINER	3571 CY	\$10.00	\$35,710.00
RESPREAD TOPSOIL	9074 CY	\$3.50	\$31,759.00
SEED & MULCH	81666 SY	\$0.80	\$65,332.80
RETAINING WALL	3236 SF	\$30.00	\$97,080.00
RIP RAP AT END SECTIONS	96 SY	\$50.00	\$4,800.00

SUBTOTAL \$791,276.30

Geras. & MLG County Line Road 5 Lot Option 2 TIF Proforma
PRELIMINARY REVENUE ESTIMATES

*** Preliminary ***

October 21, 2020

Geras. & MLG County Line Road 5 Lot Opti *** Preliminary ***
PRELIMINARY REVENUE ESTIMATES

Assumptions:

Building coverage	6,000 sq. ft. Industrial
Assured Base Value	89,700
Property value inflation	0.5%
Property addition	0.0%
Mitigate inflation deflation	-0.20%
Est. developed value	Included of
	\$70
	Land Ac.
	\$110,000

REPORTING

Total New Increment	\$25,864,000
Tax Increment Collected	\$6,053,357
NTV Tax Increment	\$4,094,990
Total Cost	\$5,631,836

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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T/AC</th> <th>CUM (AC)</th> <th>IF-FAB/MS/ER</th> <th>INDUSTRIAL INCREMENT/YR</th> <th>LAND INCREMENT/YR</th> <th>NEW INCREMENT</th> <th>INFLATION INCREMENT</th> <th>ADDITION INCREMENT</th> <th>BLDGS</th> <th>LAND</th> <th>RESM</th> <th>VALUE (AFTER BASE)</th> <th>TAX RATE</th> <th>TAX INCREMENT COLLECTED</th> <th>VILLAGE TOTAL</th> <th>BOND ISSUANCE</th> <th>Page</th> <th>Begin Balance</th> <th>Interest</th> <th>Payment</th> <th>End Balance</th> <th>TIF Payoff Year</th> <th>TIF Year</th> </tr> <tr> <td>2020</td> <td>1</td> <td>0.0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>2</td> <td>0.0</td> <td></td> <td></td> <td></td> <td>0.0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> 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T/AC	CUM (AC)	IF-FAB/MS/ER	INDUSTRIAL INCREMENT/YR	LAND INCREMENT/YR	NEW INCREMENT	INFLATION INCREMENT	ADDITION INCREMENT	BLDGS	LAND	RESM	VALUE (AFTER BASE)	TAX RATE	TAX INCREMENT COLLECTED	VILLAGE TOTAL	BOND ISSUANCE	Page	Begin Balance	Interest	Payment	End Balance	TIF Payoff Year	TIF Year	2020	1	0.0																											2021	2	0.0				0.0																							2022	3	7.4	44,800	44,800	7.4	7.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2023	4	0.0				14.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2024	5	10.0	60,000	104,800	10.0	17.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2025	6	3,927,000	0.0	104,800		17.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2026	7	3,941,610	5.0	30,000		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2027	8	9,361,918	0.0	134,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2028	9	9,307,623	15.9	95,400		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2029	10	15,004,163	0.0	35,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2030	11	1,464,184	16.5	63,000		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2031	12	20,551,564	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2032	13	20,654,262	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2033	14	26,322,533	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2034	15	26,454,166	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2035	16	26,586,417	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2036	17	26,718,649	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2037	18	26,852,292	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2038	19	26,987,310	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2039	20	27,122,146	0.0	292,800		22.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Sum		46.5	292,800		48.8				\$ 30,496,000	\$ 5,368,000	\$ 25,864,000			1,958,751	77,257,757	27,168,067	19,66	\$ 6,053,357	4,094,990	6,053,357	\$ 4,619,621		\$ 148,530	\$ 531,005	\$ 3,713,247	\$ 148,530	\$ 6,053,357																																																	
	FULL VALUE		INDUSTRIAL				Land		TOTAL ANNUAL VALUE OF NEW INCREMENT		INFLATION & ADDITION INCREMENT		TOTAL CUM BLDGS LAND (AFTER BASE)		INFLATION & ADDITION INCREMENT		TOTAL TAX INCREMENT COLLECTED		TOTAL TAX COLLECTED		BOND ISSUANCE		TIF																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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MEMORANDUM

Date: November 19, 2020
To: Joe Bukovich, MLG Capital
CC: Andrew E. Bruce, MLG Investments 2002, LLC
From: Department of City Development.
RE: Concept Review, 3548 W. County Line Road

Please be advised that City Staff has reviewed the above application received on October 29, 2020, for a concept review of a proposed 3-lot development in the PDD 39 Franklin Corporate Park. This item is intended for an informal review of the Common Council at the next available date, which currently is December 1, 2020. Please note the following comments:

Department of City Development

1. **Minimum Area/Bulk Requirements.** Staff notes that the application will need to comply with the design requirements of PDD 39, which are provided in Section 15-3.0444B.C. of Ordinance 2016-2238. The requisite design requirements are for the “business park” portion of the PDD, which include the following requirements/limits:

- Minimum Landscape Surface Ratio: 0.25
- Minimum Lot Area: 43,560 square feet
- Minimum Lot Width at Setback Line: 150 feet
- Minimum Front Yard: 30 feet
- Minimum Side Yard: 10 feet
- Minimum Side Yard on Corner Lot: 25 feet (not applicable for Option 1)
- Minimum Rear Yard: 25 feet
- Parking/Driveway Setbacks:
 - Abutting any public right-of-way: 15 feet
 - Not abutting a public right-of-way: 10 feet (combined 30 feet for 2 side yards)
- Maximum Building Height:
 - Office Principal Structure: 4 stories/60 feet
 - Other Principal Structure: 45 feet
 - Accessory Structure: 1 story/35 feet
 - Special Use approval required to exceed maximum building heights

The applicant is not proposing to construct the buildings as shown on the concept design; as such, these designs were reviewed only to verify that the proposal complies with the standards as referenced above.

2. **PDD 39 Design Standards.** Staff also notes that specific design requirements are incorporated into Ordinance 2016-2238 and are included with this review as attached (See Section 15-3.0444B.D., starting on Page 4) . These would be required elements of the

design, unless waivers are specifically approved by the Plan Commission at time of site plan review.

3. **South 27th Street Corridor Overlay District Design Requirements.** The subject property is also required to comply with the design requirements of the South 27th Street Overlay District. These requirements in some cases overlap those included in the PDD design standards noted in 2., above, but the future building developer will need to be aware of these requirements as well. As with the PDD design standards, waivers would need to be reviewed and approved by the Plan Commission at time of site plan review.
4. **Project Summary.** The argument is that the Option 1 (design Birch Street south to South County Line Road) is preferred from a financial/fiscal perspective to Option 2 (route Birch Street east along the southern end of the MLG property/north end of the Gerasopoulos property to intersect with Hickory Street. Staff notes that the reduction of roadway and utilities connections would be a reduced up-front cost for the applicant as well as the TID 4/8, which would ultimately cover the cost of the public improvements. There are two questions that the City would need to resolve going forward:
 - How would the northeast corner of the Gerasopoulos property be resolved, since the wetland setbacks and buffer along the drainageway would render this area virtually unusable for future development;
 - How would truck traffic be routed to avoid South County Line Road, which is currently maintained by the Town of Raymond?

Staff also notes that the Project Summary incorporates at least 2 elements under Option 2 that appear to not require direct investment by MLG; these elements (#4 and #5 on the Option 2 list) don't seem essential for the discussion of Option 1 vs. Option 2. That said, even excluding those two items results in an overall project cost of \$3,178,700.50, which is still almost \$1.3 million more than the Option 1 projected cost.

5. **Project Design.** This comment is intended for future reference, noting that MLG does not intend to building the proposed structures; they are placeholders for tax increment purposes.
 - a) Staff agrees with the general concept that a maximum allowable building coverage would yield about 10,000 square feet/acre, given the limitations of environmental constraints, grading limits, and above all, parking/loading requirements.
 - b) However, staff raises the concern about the overall grading of the property for building development. In particular, there is a differential of roughly 9-10 feet of grade from the north property line of Lots 1 and 2 bordering the Biller property, across a span of approximately 33 feet. This is a very tight slope, and particularly on Lot 1, there would need to be a very substantial retaining wall along the north lot line to justify the truck parking depicted along that yard. This, in concert with the Biller development site, would require consistent and expensive maintenance long-term.
 - c) Staff acknowledges that the proposed design is financially more prudent, though another motive is also to reduce permit requirements around the wetland area located on Lot 2 and proceeding south across the Gerasopoulos property. Staff notes that wetland features often "move" and can impact areas around them in differing ways; these aren't necessarily static

features, and it would be incumbent upon future building development to account for wetland maintenance on Lot 2, in addition to contributing to maintenance of the proposed stormwater facility on Lot 1.

- d) As is standard practice, any natural resources located on these proposed lots would need to be protected with Conservation Easements, including the small portion of wetland buffer and setback area in the southwest corner of proposed Lot 3.
- e) Overall design of the site is vehicular oriented; there will not be much opportunity for other types of transportation except as is minimally addressed in the PDD design standards and South 27th Street Corridor Overlay District. Successive building developers should be made aware that the Biller property site plan was approved but only after pedestrian and bicycle facilities and infrastructure were included and/or linked in with the proposed trail on the north side of Aspen Way.
- f) Further noted: the concept design for Lot 1 appears to provide 42 truck parking spaces; if such parking is overnight, it will require special use approval through the Common Council.

Engineering Department Comments

6 No comments to the proposed development However, Engineering plans must be submitted for review

Police Department Comments

7 The police department has no objections to this application

Inspection Services Department Comments

8 Inspection Services has no comments on the subject proposal at this time

Planned Development District No. 39: Mixed Use Business Park

Design Standards

Purpose. The Mixed Use Business Park Design Standards are intended to create a high quality, attractive, office/light industrial/commercial mixed use development, and are adopted by reference in Ordinance No. 2016-____ Planned Development District No. 39 (Mixed Use Business Park). These Design Standards are intended to:

- apply whenever new principal and/or accessory buildings are constructed in the District;
- apply whenever building additions in the District result in an increase in floor area of 50 percent or more;
- allow existing structures to otherwise remain conforming with regard to this Ordinance;
- incorporate the design standards as set forth within the Unified Development Ordinance Part 5 as mandatory standards;
- incorporate certain additional design standards as herein set forth; and
- allow the Plan Commission to waive any of the additional design standards as herein set forth provided that supplemental design elements or improvements (as set forth below in the Supplemental Design Guidelines) are incorporated into the project (over and above those which are otherwise required) which compensate for the waiver of the particular standard.

SECTION 15-3.0444A.D. Gateway Area Design Standards. The Gateway Area Design Standards are intended to create a high quality, attractive, primarily office and commercial mixed use development adjacent to South 27th Street. Mixed use buildings with commercial and office uses layered vertically, horizontally, or among multiple buildings are encouraged. Efficient land use is also encouraged by facilitating developments that minimize the amount of land needed for surface parking through creative design, lessened setbacks, and shared parking among complimentary uses.

1. PARKING STANDARDS

Off-street parking, loading, and unloading shall be provided as set forth in Division 15-5.0200 of the Unified Development Ordinance. The following additional standards also apply:

a. Parking required and location regulated

Not more than fifty (50) percent of the off-street parking spaces shall be located directly between the front façade of the building and the public street, unless additional buildings in the overall development are or will be located between the main building and the public street, and/or additional

enhanced landscaping or decorative fencing is used to screen such parking. Such additional buildings and/or landscaping or fencing must be sufficient in size, location, and number to provide an effective visual break between the public street and the parking lot.

2. GENERAL SITE DESIGN STANDARDS

The following additional site furnishings and bicycle and pedestrian amenities standards apply:

- a. Site furnishings required and coordination regulated
Lighting and site furnishings (benches, trash receptacles, bicycle racks, etc.) shall complement the character of the building, and provide an attractive and strong relationship with adjoining properties and the public sidewalk.
- b. Bicycle and pedestrian amenities required
 - i. New streets proposed as part of new developments shall provide “bicycle and pedestrian friendly” streetscapes.
 - ii. Large parking areas shall include walkways to allow safe pedestrian access to the building entrance and to connect the site to adjacent streets and properties. Pedestrian walkways shall be designed with amenities such as special paving treatments (colored paver blocks or textured concrete), lighting (see lighting discussion below) and furnishings to create a pedestrian-friendly character.
 - iii. Sidewalks shall be provided along the entire length of any façade containing a public entrance, leaving room for foundation planting beds, and shall connect to existing or planned public sidewalks or pedestrian/bike facilities.

3. LANDSCAPE STANDARDS

Landscaping shall be provided as set forth in Division 15-5.0300 of the Unified Development Ordinance. The following additional standards also apply:

- a. Landscaping required and location regulated
 - i. Each development which contains a building over forty-thousand (40,000) square feet in area shall provide extensive building foundation landscaping for all building frontages facing public streets or parking lots to provide visual breaks in the mass of the building.
- b. Central Areas/Features required
Each development which contains a building over forty-thousand (40,000) square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal

points that adequately enhance the development or community. All such areas shall be openly accessible to the public, connected to the public and private sidewalk system, designed with materials compatible with the building and remainder of the site, and maintained over the life of the building and project.

4. ARCHITECTURAL STANDARDS

The following additional building character and design standards apply:

- a. Building Character and Design regulated
 - i. All principal buildings shall be multi-story and exhibit quality architectural design. Corner buildings shall also serve as landmarks with distinctive architectural character, including such features as towers, rounded walls, recessed entries, or other unique features.
 - ii. All exterior materials shall be durable, of high-quality, utilized true to form (such as stone below wood rather than the opposite), and appropriate for external use.
 - iii. Brick and stone are preferred primary materials for the solid (non-window) portion of new buildings or additions.
 - iv. Precast concrete, cast stone, concrete masonry units, terra cotta, stucco, and wood siding are acceptable accent and secondary materials for the solid portion of new buildings or additions.
 - v. Other materials may be allowed subject to Plan Commission approval.
 - vi. Color choice shall complement the style and materials of the building's facade and provide a pleasing relationship with adjoining buildings.
 - vii. Trash, service, and mechanical areas shall be entirely screened from view and located on the side or rear of properties.
 - viii. Roof mounted equipment shall be so located and/or screened to minimize visibility from adjacent streets and sites.
 - ix. All visible sides of the building shall be designed with details that complement the front facade. Side facades that are visible from the public street shall receive equal design attention.
 - x. For each building more than 40,000 square feet in area, building massing that creates modulation and articulation is required.
 - xi. Commercial buildings shall have at least 60% of their ground floor front elevation with transparent windows.

5. SIGNAGE STANDARDS

All signs must be in accordance with the Municipal Code, as amended, approved by the Plan Commission, and be subject to issuance of a Sign Permit through the Inspection Department. On-site directional signage may be allowed in any area needed to control traffic or parking provided such signage has received approval from the Department of City Development.

6. LIGHTING STANDARDS

All exterior lighting shall be provided as set forth in Division 15-5.0400 of the Unified Development Ordinance.

7 SUPPLEMENTAL DESIGN GUIDELINES

It is intended that the applicable design guidelines set forth in the South 27th Street Corridor Plan, and the applicable design standards in the South 27th Street Design Overlay District, be utilized—as a supplemental guide-- to the mandatory design standards set forth elsewhere in this Ordinance pertaining to the Gateway Area portion of Planned Development District No. 39. The purpose of these supplemental guidelines are to serve as general recommendations to further encourage good quality design in new building and site design, which in turn will support an attractive, interesting, safe, and sustainable District. It is also intended that these supplemental guidelines serve as the supplemental design elements or improvements to be incorporated into any project which requires compensation for any waiver of the additional design standard as set forth in this Ordinance. In particular, it is encouraged that the design standards set forth in Section 15-3.0355B. and Section 15-3.0355C. of the South 27th Street Design Overlay District be considered.

SECTION 15-3.0444B.D. Business Park Area Design Standards. The Business Park Area Design Standards are intended to create a high quality, attractive, primarily office and light industrial business park development (excluding the Gateway Area adjacent to South 27th Street).

1. PARKING STANDARDS

Off-street parking, loading and unloading shall be provided as set forth in Division 15-5.0200 of the Unified Development Ordinance. The following additional standards also apply:

- a. Parking required and location regulated
 - i. No parking will be permitted on any street, driveway, or any place in the District other than in approved parking spaces.
 - ii. Overnight parking of campers, mobile homes, boats, trailers, and similar vehicles is prohibited.
 - iii. Overnight parking of trucks and service vehicles over 8,000 pounds manufactured Gross Vehicle Weight shall be allowed only with a Special Use. Overnight parking of trucks and service vehicles under 8,000 pounds Gross Vehicle Weight shall be behind landscape screening so as to minimize visibility from adjacent roadways.

- iv. Parking in front of buildings shall be designed primarily for visitors and high turnover usage, with employee parking to be located to the side-yard or rear-yard.
- v. Loading and unloading areas shall be located to the side-yard or rear-yard and screened so as to minimize their view from adjacent streets and sites.
- vi. All parking, loading, and unloading areas shall be screened from adjacent streets and sites utilizing landscaping, berms, and/or decorative fences.

2. GENERAL SITE DESIGN STANDARDS

The following additional open space, site maintenance, and bicycle and pedestrian amenities standards apply:

- a. Open Spaces required and location regulated
 - i. Not less than one-half of the required building setback area from any dedicated street shall be devoted solely to lawns, trees, shrubs, and other landscaping.
 - ii. Significant woodlands, wetlands, and other protected natural resource features, as defined by the Unified Development Ordinance, exist within the District. All such resources shall be protected as set forth in Division 15-4.0100 of the Unified Development Ordinance.
- b. General Site Maintenance required
 - i. The owner of any site shall have the duty and responsibility for keeping the buildings, paving, landscaping, lighting, and other improvements on the site in a well-maintained, safe, clean, and attractive condition at all times.
 - ii. Each owner shall be responsible for removal of any weeds, rubbish, or trash of any character which may accumulate on the site.
 - iii. Damaged or cracked areas of parking lots, sidewalks, and other hard surfaces shall be promptly repaired or replaced.
- c. Bicycle and pedestrian amenities required
 - i. New streets proposed as part of new developments shall provide “bicycle and pedestrian friendly” streetscapes.
 - ii. Large parking areas shall include walkways to allow safe pedestrian access to the building entrance and to connect the site to adjacent streets and properties.
 - iii. Sidewalks shall be provided along the entire length of any façade containing a public entrance, leaving room for foundation planting beds, and shall connect to existing or planned public sidewalks or pedestrian/bike facilities.

3. LANDSCAPE STANDARDS

Landscaping shall be provided as set forth in Division 15-5.0300 of the Unified Development Ordinance. The following additional standards also apply:

- a. Landscaping required and location regulated
 - i. Each development which contains a building over forty-thousand (40,000) square feet in area shall provide extensive building foundation landscaping for all building frontages facing public streets or parking lots to provide visual breaks in the mass of the building.
 - ii. A minimum landscape buffer of 10 feet is required between paved areas and all sides of the building except at entrances and loading areas.

4. ARCHITECTURAL STANDARDS

The following additional building character and design standards apply:

- a. Building Character and Design regulated
 - i. All buildings shall incorporate the design principles of composition, detail, proportion, rhythm, scale and unity within the architectural design of all exterior facades, to achieve design integrity and coherence.
 - ii. All exterior materials shall be durable, of high-quality, utilized true to form (such as stone below wood rather than the opposite), and appropriate for external use.
 - iii. Brick, stone, tile, and custom architectural masonry units are preferred primary materials for the solid (non-window) portion of new buildings or additions.
 - iv. Precast concrete, cast stone, plain/smooth concrete masonry units, and EIFS are acceptable accent and secondary materials for the solid portion of new buildings or additions.
 - v. Aluminum framed doors, windows and skylights are preferred.
 - vi. Metal copings, fascia, soffits, exposed structural elements, and architectural canopies are only permitted as an accent material.
 - vii. Other materials may be allowed subject to Plan Commission approval.
 - viii. Color choice shall complement the style and materials of the building's facade and provide a pleasing relationship with adjoining buildings.
 - ix. Trash, service, and mechanical areas shall be entirely screened from view and located on the side or rear of properties.
 - x. Roof mounted equipment shall be so located and/or screened to minimize visibility from adjacent streets and sites.

- xi. Outside loading docks shall be located to the side-yard or rear-yard and screened from view from adjacent streets and sites by extended building walls, berms, decorative fencing, and/or landscaping.
- xii. All utility connections, including all electrical and telephone connections and other installation of wires to buildings, shall be made underground from the nearest available source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building. All transformers and meters shall be placed on or below the surface of the property and where placed on the surface shall be screened and/or landscaped so as to minimize visibility from adjacent streets and sites. No electric utility boxes or transformers shall be located between a building and an abutting street.
- xiii. All visible sides of the building shall be designed with details that complement the front facade.

5. SIGNAGE STANDARDS

All signs must be in accordance with the Municipal Code, as amended, approved by the Plan Commission, and be subject to issuance of a Sign Permit through the Inspection Department. On-site directional signage may be allowed in any area needed to control traffic or parking provided such signage has received approval from the Department of City Development. The following additional standards also apply:

- a. Wall signs are prohibited.

6. LIGHTING STANDARDS

All exterior lighting shall be provided as set forth in Division 15-5.0400 of the Unified Development Ordinance.

7. SUPPLEMENTAL DESIGN GUIDELINES

It is intended that the applicable design guidelines set forth in the South 27th Street Corridor Plan, and the applicable design standards in the South 27th Street Design Overlay District, be utilized—as a supplemental guide-- to the mandatory design standards set forth elsewhere in this Ordinance pertaining to the Business Park Area portion of Planned Development District No. 39. The purpose of these supplemental guidelines are to serve as general recommendations to further encourage good quality design in new building and site design, which in turn will support an attractive, interesting, safe, and sustainable District. It is also intended that these supplemental guidelines serve as the supplemental design elements or improvements to be incorporated into any project which requires compensation for any waiver of the additional design standard as set forth in this Ordinance. In particular, it is encouraged that the design standards set forth in Section 15-3.0355B. and Section 15-3.0355C. of the South 27th Street Design Overlay District be considered.

November 23, 2020

Heath Eddy
Planning Manager
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

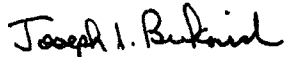
Dear Mr. Eddy:

In response to the City of Franklin's concept review of the 3548 W. County Line Road project, I would like to submit the following information to supplement the application and address the review comments:

1. Review Comment #4, first bullet point: Development of the northeast corner of the Gerasopolous property is problematic because it is bisected by a drainage swale and associated wetlands and buffers. The best way to develop this area is to reroute the drainage swale along the north line of the Gerasopolous property, creating a more rectangular shaped parcel. It may be possible to develop this area by including the land with the development of Lot 1 on the MLG property. The second scenario is not real beneficial for a developer because the building size would not be able to be increased significantly, the area would be used for parking or open space and the remnant parcel would still be oddly shaped.
2. Review Comment #4, second bullet point: The City Engineer discussed the truck traffic issue with the Town of Raymond, please see the enclosed email summary of the meeting. MLG has no objection to this solution.
3. Review Comment #5(b): The grading concerns outlined depend on the size of the proposed building and parking area. MLG understands there is a potential need for the future building developer to construct retaining walls.

Please include this information with the conceptual plan application being reviewed by the City Council. If there is anything else you need, please let me know.

Respectfully Submitted,



Joseph A. Bukovich, P.E.
Vice President Development

Enc.

<https://mlgcompanies.sharepoint.com/sites/MLGFiles/Projects/Franklin-Czerniewski/City Documents/Concept Plan Review Application/Eddy Concept Plan Review Response 11-23-20 docx>

Joe A Bukovich

From: Glen Morrow <GMorrow@franklinwi.gov>
Sent: Friday, October 9, 2020 1:48 PM
To: Joe A Bukovich; Calli Berg; Heath Eddy; Kevin Schlueter
Cc: Steve Olson, Jesse Wesolowski; Peggy Steeno
Subject: EXTERNAL:Raymond road issues
Attachments: 20201009_111432.pdf

All,
I just met with Doug Schwartz- Village Board Trustee and walked him the evolution of the Corporate Park layout. I showed him how we started with no roads on County Line Road and how we are coming to land on the attached option 1 layout that would have two entrances on South County Line Road.

I then acknowledged that Franklin has some very vocal unhappy neighbors on the south side of the road. I brought him up to date on our efforts to start sweeping as needed and charging the property owner causing us grief. Regardless, I anticipate that the neighbors will appear before any plan commission / Common Council meetings to object to almost anything that we consider.

I also talked about my idea of swapping out responsibility of road maintenance. Currently we do west of 76th and Raymond does the east of 76th. However, I explained why Kevin thinks that is a bad idea. So- how do we develop the corporate park and not start a turf with our neighbors. Reversing hats, I might have heartburn maintaining a road that a neighbor community is allowing to get beat up. I would like to prevent the Village from also appearing in opposition to our project.

Doug had a great solution. As we make future approvals, we do all that we can to discourage truck traffic on County Line. He feels that he can justify accepting all of the car traffic. If a future building can be positioned, we will have the driveways not on county line, but Hickory or Birch Streets and post "No Truck Traffic" on County Line Road. If there are smaller lots that require an access from County Line Road, we would post "No Truck Traffic" west of Birch Street. Essentially, all truck traffic would use our interior roads to Elm- which is a better route anyway.

Doug took a copy of the attached and will discuss with the rest of the Village Board and was quite satisfied with the solution. Will let you know if I hear differently, **but we need to make this condition for future approval of site plans.**

Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132
414-425-7510



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 1, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>G.2.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 1, 2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RECOMMENDATIONS FOR A COMPREHENSIVE OUTDOOR SOUND STUDY - PDD 37 (BALL PARK COMMONS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 3.</i></p>

At its October 6, 2020 meeting the Common Council requested staff to prepare a review and recommendation for Comprehensive Sound Study for PDD No. 37, otherwise known as Ball Park Commons. Staff reviewed the history of the sound and noise requirements with respect to PDD No. 37, as well as current ordinance requirements of the City as contained in both Chapter 183, Article XIII, and the UDO. Staff has prepared an analysis of the current deficiencies with respect to sound management at Ball Park Commons, and provides a recommended course of action. This is found attached.

At staff's request, the firm of Shen Milsom & Wilke, the firm attached to the October 6th sound analysis quote, prepared a preliminary study scope that incorporated the various additional elements discussed in the attached, along with additional parameters to consider. Staff requested this in order to get a better understanding of the total time requirement and cost. The unofficial quote came in with a price range of \$36,000 to \$46,000.

At this point, staff is unsure what the next step should be. Is the sound analysis the preferred direction right now, or is it the determination of the Council to wait and do a Comprehensive Outdoor Sound Study? Doing the second requires a more extensive Scope of Work, and there is no funding at present for such a study. It will cost significantly more than the approximately \$4,700 quoted for the sound analysis, and there is no guarantee that the operator, ROC Ventures, would pay for it, or even contribute any funding for it. Therefore, the City would have to fund the study through a General Fund appropriation.

COUNCIL ACTION REQUESTED

Motion to authorize certain city officials to execute the contract with Shen, Milsom & Wilke for sound consulting services using \$5,000 of General Fund Contingency appropriations.

OR

Motion to request staff to prepare a Scope of Work/Request for Proposals for a Comprehensive Outdoor Sound Study to identify and study sound and noise conflicts and make recommendations for PDD No. 37 (Ball Park Commons) and the surrounding area.

MEMORANDUM

DATE: November 23, 2020

TO: City of Franklin Common Council

FROM: Heath Eddy, AICP, Planning Manager, Department of City Development (DCD)

SUBJECT: PDD 37 Ball Park Commons – Sound Study Parameters and Recommendations

Staff was directed by the Common Council to develop a recommendation for a sound study to address the noise emanating from Ball Park Commons. This was requested in response to the Mayor's proposal for a sound analysis at the October 6, 2020 Council meeting. The objective is to develop parameters for a comprehensive outdoor sound study for the Ball Park Commons development.

In order to develop such a recommendation, staff has evaluated the relevant noise standards for the City of Franklin, both in general application and with respect to the specific PDD 37, as well as the prior requirements and conditions of the PDD 37 with respect to sound, and the history of changes to those requirements up to the present time. Staff then provides a recommendation for how to address the current noise and sound systems currently in place at Ball Park Commons.

CURRENT CITY NOISE/SOUND STANDARDS

Current City noise regulations are located in two places. The first is more commonly called the Noise Ordinance and is incorporated into Chapter 183 (Orderly Conduct) of the Municipal Code, Article XIII (Noise and Vibrations). The second is located in the Unified Development Ordinance, Division 15-3.1100 (Hazard Abatement Performance Standards).

Article XIII of Chapter 183 applies to all sounds and vibrations emitted in the City that are not either regulated under Chapter 178, Nuisances; any disturbances regulated under disorderly conduct; or conditions or requirements imposed by the Unified Development Ordinance. In essence, the City has two different sets of noise standards, one for general use, the other for any project approved under the UDO. The Chapter 183 standards are enforced through the City Police Department. However, they are limited by the types of sound and are usually residential or traffic related. There is one exception included in Sec 183-41(A), subpart (1) of which states

“No person shall operate, permit the operation or allow his or her property to be used for such operation of anything which makes or causes a sound at a level between 70 dBA and 79 dBA as measured at the real property boundary of the noise source or beyond 50 feet from the noise source when operated in a public space without a permit, except as otherwise provided in § 183-40F, H and I and Subsection B of this section.”

The exceptions in this subpart are for explosives, firearms and similar devices regulated under Wisconsin Administrative Code; noise limits for vehicles when in use; racing motor vehicles; and community events sponsored by the City.

The UDO standards (Addendum 1) are more specific to zoning districts, in which maximum sound levels (in dBA) are established with the intention to regulate uses permitted within those parameters. The UDO standards are simple but there are vagaries that are not defined. These problems include the following:

- The exemptions list doesn't list limits on the hours for when the operation of any of the activities listed shouldn't be used and doesn't reference Chapter 183 Article XIII anywhere. This raises a basic question of why the City has two sets of noise standards (along with Vibration standards also incorporated in the UDO and Chapter 183) which are not coordinated.
- Section 15-3.1107D indicates that the sound levels in Table 15-3.1107C could be exceeded by 10 dBA "for a single period" but this time frame is never defined; and then later permits an exceedance of 15 dBA "in any one day" but it isn't clear if such exceedance can be repeated. This is somewhat ameliorated by Section 183-41, but again, there isn't a cross-reference to that section.
- In addition, Planned Development Districts are not listed in the Table, so any enforcement of sound is only with respect to the receiving district or if noise decibel limits are included in a specific PDD Ordinance (as with PDD 37, and previously with PDD 23-24).
- Impact Noises are permitted (under subsection E) which are 10 dBA above the standards for the industrial, business park, and landfill districts. It's important to recognize that "impact noises" are defined in the UDO as

"Noises whose peak values are more than 6 dBA higher than the values indicated on a sound level meter meeting the requirements of the American National Standards Institute (ANSI S1.4-1961) "American Standard Specification for General Purpose Sound Level Meters," and are of a short duration. Impact noises are generated by sources that do not operate more than one minute in any one-hour period."
- Subsections F and G identify potential physical areas where "excessive noise" is prohibited. Subsection F gives a partial list of places where such prohibition would be in effect (hospitals, nursing homes, schools, courts) but it's not a complete list, and it's unclear if any such "noise sensitive areas" or "areas adjacent to noise sensitive areas" have ever been designated officially. Each subsection specifically states that these prohibitions are only in effect where "conspicuous signs are displayed indicating the presence of the noise sensitive area."
- Finally, Table 15-3.1107C does not make it clear whether the standard is for the specific zoning district or with respect to noise entering the zoning district from outside; therefore, staff has to assume both. This is an important distinction as it pertains to the Planned Development Districts, particularly locations such as Ball Park Commons. It should be noted that the quarry blasting from PDD 23/24 also exceeds the standards of the adjacent neighborhoods; however, the operations are "impact noises" that only occur once every few days, and most of the complaints registered from blasts are vibration related rather than noise.

PDD 37 APPROVAL HISTORY REGARDING NOISE/SOUND

Staff has reviewed the history of PDD 37 from the original approval of Ordinance 2012-2089 through the most recent reviews for Franklin Field, as relates to the issue of sound and noise reduction strategies. As the Council may be aware, the original approval incorporated a specific requirement to conduct a "comprehensive outdoor sound study as a condition of approval, as follows:

“Prior to any new or revised concerts, live music venues, or outdoor events utilizing speakers, including but not limited to the proposed baseball stadium, the applicants shall prepare a comprehensive outdoor sound study of The Rock Sports Complex (incorporating both existing and proposed events and facilities), ***that such study shall identify and recommend such practices, equipment and systems to not only fully comply with all pertinent City noise regulations and standards, but which also reasonably addresses neighbors’ concerns***, that such study be reviewed by an independent party of the City’s choosing and at the applicants’ reasonable expense, for review and acceptance by the Common Council, prior to any further development within The Rock Sports Complex. Any recommendations from the Comprehensive Study that apply to existing facilities or events shall be implemented by the applicants within two years from the date of acceptance of the Study by the Common Council.” [bold/italics for emphasis]

In mid-2017, the applicant for the Ball Park Commons submitted for review and approval a Special Use Amendment and Site Plan for the revision to the ballpark to be located in the Rock Sports Complex portion of PDD 37. The Staff Report review summary dated December 21, 2017 states as follows:

“Staff has no objection to special use approval of the stadium and most of its associated uses and activities, however, staff does have concerns with any uses or activities which could have impacts that extend outside the stadium itself. These potential impacts would most likely be associated with the sound and light studies/conformance with the sound and light standards established by Milwaukee County in its approval of the land sale to Zim-Mar Properties LLC, and any the lighting-, sound-, and parking-related standards contained within the PDD and UDO. The Police Department has also noted that its “most important concerns are related to the light and noise impact: all available means to mitigate the lights and noise issues must be required, especially the noise. The county’s requirements need to be acknowledged and accepted.”

“Therefore, staff recommends that the applicant shall revise the special use request to prohibit the following uses--concerts, fireworks, motorized amusement rides, motorized vehicles, tailgating, and any activities that would exceed the seating capacity of the stadium, until such time as a Special Use amendment can be submitted by the applicant which includes confirmation of conformance with all of the joint Milwaukee County/Ballpark Commons, PDD No 37 and Unified Development Ordinance sound and light standards and PDD No 37 and UDO parking-related standards, for review and approval by the City of Franklin. Staff further recommends that the subject Special Use approval be contingent upon City of Franklin review and approval of all other required permits and approvals, including but not limited to Site Plan approval(s), Building Permit and Occupancy Permit approval(s), Sign Permits, Liquor License approvals, Health Department inspections, etc” [underline/italics in original]

In late 2017, the applicant for the Ball Park Commons requested a series of major amendments to the PDD 37 ordinance, including the removal of the Comprehensive Sound and Lighting Studies in lieu of attaching the “Noise and Light Addendum” agreement between the applicant and Milwaukee County. This request was identified and reviewed in the Staff Report written June 7, 2018:

“The applicant is requesting that the sound and light enhancements and standards, as agreed upon with Milwaukee County, serve in lieu of the Comprehensive Sound and Lighting Studies currently required by PDD No. 37 (although the applicant will prepare a combined photometric

plan for the overall lighting of the area). Staff would note that the sounds and lights from the facilities comprising The Rock Sports Complex portion of PDD No. 37 might have significant impacts not only upon adjacent developments, but upon the existing adjacent neighborhoods as well. It can be noted that the decibel levels assumed by the applicant are incorrect for these types of uses, that lighting levels can be cumulative, that particularly at night sound/noise levels as experienced by the neighbors can be significant, are affected by wind directions and distance from the noise, that optional light visors and internal glare louvers are becoming more common and effective, etc.”

Followed by the staff recommendation:

Staff recommends that the Comprehensive Studies be conducted as currently required, and that they incorporate the additional concerns raised in staff's preliminary review of the stadium Special Use Amendment/Site Plan. [bold/italics for emphasis]

Subsequently, the Common Council approved Ordinance 2018-2333, which removed the original requirement for a Comprehensive Sound and Lighting Study and replaced it with the “Noise and Light Addendum” as an Exhibit attached to the Ordinance.

The ballpark, Franklin Field, has been in operation for the 2019 and 2020 seasons (the oddities of pandemic baseball notwithstanding). Over the last two years, the City has received over 100 noise complaints regarding the operations at the ballpark, and to a lesser extent, the Umbrella Bar. The Noise and Light Addendum has been implemented; three sound monitors are located as specified in the Addendum and collect data as required under the Addendum agreement with Milwaukee County.

However, the standard incorporated into the Addendum with respect to identifying potential violations creates a problem of enforcement. The standard is as follows:

“A violation will be considered **material** if it represents a complaint filed with the operator or the City of Franklin and is evidenced in the monitoring data logs by an exceedance (“Trigger Event”) that is not permitted and is not corrected and remediated within 30 minutes of the Trigger Event.” [emphasis mine]

The recording system starts recording when the sound level hitting any monitor reaches 65 dBA. However, a violation under the standard for PDD 37 occurs when the sound level reaches and exceeds 79 dBA. It should be noted that the sound monitors are located several hundred feet away from any residential district boundary; this means that the collection of data isn’t sufficient to determine if sound violations exist in adjacent residential areas. But aside from this, the requirement as emphasized above indicates that the violation must continue for 30 minutes before it becomes a citable violation (“material”).

Staff reviewed several sets of data from the sound monitors recorded during the 2020 season and found that there were several “Trigger Events” in the course of any particular date, but that none of them occurred for a long enough period of time to be considered a material violation, save for one: September 17, 2020, the last day of the season. The noise generated during that event was generally too loud for the

bulk of the event. Aside from this, the sound monitors themselves have been “triggered” often by sounds emanating from locations or sources other than Franklin Field or the Umbrella Bar; several times the trigger source is a jet or traffic noise along South 76th Street. Staff has found that the sound monitor installed near South 76th Street is essentially useless as a monitor for sound violations from the Rock Sports Complex.

It should also be noted that the sound limit of 79 dBA is significantly higher than that permitted in “all residential districts,” which is 50 dBA during the daytime and 45 dBA at night (10:00 p.m. to 7:00 a.m.), as the UDO Section 15-3.1107 standards are understood to apply to the receiving district as well as the originating district. This means that technically speaking a violation of the sound standard at the district line is more material than one originating in PDD 37. Therefore, the onus is on any operator in Ball Park Commons to apply a higher standard to noise beyond the limits of the higher noise generating locations.

STAFF OBSERVATIONS

The purpose of a comprehensive outdoor sound study is to establish a baseline of information regarding the sound conditions existing at a property to determine what the recommended approach to managing sound should be for a proposed use that is anticipated to have significant outdoor noise. Conducting such a study now, after two plus years of operation, would be done to establish the existing magnitude of the problem at the site. At this point (November 2020), to conduct a sound study is going to create significant gaps in the accurate re-creation of the sound, largely because the physical factors involved are different based on the time of year, weather, air density and humidity, etc.

A comprehensive outdoor sound study also would examine the surrounding infrastructure and potential noise sources beyond the site itself, incorporating noise impacts from Rawson Avenue, Loomis Road, and South 76th Street, which are liked to have significant periods of background noise. In addition, the study would have to factor in the flight patterns related to Mitchell International Airport.

At this stage in the process, a sound analysis would resolve some of the issues of the stadium largely by adjusting the means by which sound is generated, and reducing the number of extraneous sound sources surrounding the ball park. This would require an understanding by all parties of what it means to operate a Major League Baseball-affiliated minor league stadium. Most of all, it will require significant commitment on the part of the City and the operator to ensure that what has occurred over the previous two years does not continue.

A comprehensive outdoor sound study would do the same; however, it would cost more, take more time, and would primarily achieve the end of more specific and detailed data of the operations inside the Rock Sports Complex. It would potentially result in more comprehensive recommendations, but the operator would need to be supportive of making any changes recommended by the study.

SOUND STUDY PARAMETERS AND RECOMMENDATION

If the Common Council wishes to pursue a comprehensive outdoor sound study, sound engineers would need to be contracted to evaluate the stadium during active operations and again when little outside activity is occurring. As mentioned above, the study would evaluate noise from various locations around Franklin Field (not just in PDD 37 but surrounding neighborhoods). I requested that Shen Milsom & Wilke, the firm attached to the October 6th Council action, provide me with some parameters for

conducting a Comprehensive Outdoor Sound Study. Randy Tritz of SMW provided me the following recommendations, based on my initial comments and suggestions. The numbered comments are what I assumed would be included in such a study, and the lettered bullets below are Mr. Tritz's responses:

1. The extent of other noise impacts – traffic noise on the nearby thoroughfares, including Rawson Avenue, Loomis Road, and South 76th Street; and air traffic routes flying into and out of Mitchell International Airport.
 - a. We recommend a comprehensive study of local traffic, including auto and air during different times of day for a complete understanding of the base levels and higher levels of sound at the park and in the surrounding area of the park to create a baseline of data.
 - b. This will require a multi-faceted, multiple day survey/study, to gain data on best/worst case times of day, noise impact and baseline of the area before and during events. This will help us determine what ambient sound is like without events, then during events, as well as the impact of outside factors such as air and ground traffic. It appears this is a layered issue of the park requiring sound amplification to compete with outside noise from air and auto traffic, while controlling sound emanating from the park to surrounding property owners.
 - c. This will require coordination of game and event schedules in addition to airline use of the corresponding runway that most impacts the facility. We recommend studying rush hour and mid-day with evening traffic schedules as well.
 - d. We also recommend obtaining permissions from property owners adjacent to the park, to gain access to yards facing the ball field to conduct testing during similar timelines.
2. The duration of outside noise from on-site uses, including the ballpark from April through September; related noise to the drive-in theater; the Umbrella Bar; and special events including the Hills Have Eyes Halloween events running through October.
 - a. These events will also require sound/acoustical study and evaluation for each event, to determine each situation and impact on the area. This will help provide an overall survey of all possible points of concern and their level of impact to the overall issues at hand. From this, we will be able to provide recommendations as part of our report based on each event type.
 - i. By gaining data on each event type, we will be able to layer this data onto a map of the area to determine impact from each event on the overall sound issue.
 - b. We anticipate also studying event staging for various additional functions identified by the City.
 - c. Other unidentified functions are not anticipated at this time, and may require a discussion and coordination to fully understand scope and level of commitment for study time.
3. The hours of operation – typically running well past 10:30pm any night during the week.
 - a. We will need to understand any curfews in the city for events past a certain time of the evening or on weekends. This will help us understand the impact of the park and concerns of neighbor's, while identifying the parameters that will need to be met by the final recommendations we would make.
 - b. We will also need to know of any city ordinances for sound emanation at property lines so we can evaluate tested levels against those ordinances.

In terms of cost, timeframe to start and complete the study, see below:

“A study of the complexity that this wants to be will require a significant data gathering and analysis effort to be effective and viable. That will include such things as:

- Sound Survey, Acoustical meter testing of traffic noise (aircraft, auto) multiple locations and times
- Evaluate and analyze existing sensor data and information
- Apply survey and sensor data to a map of the area with sound planning to project current sound levels at the property line with sound pressure contours demonstrating sound levels within contours and geography.
- Review and analyze existing sound system components and as-built documents as well as specific speaker focusing and balancing of sound system throughout the park to determine functional operation of each speaker and its impact to the issues identified at the property line.
- Develop recommendations for consideration to address remediation and discuss with the city.

“The best time to conduct throughout testing will be during events. That would suggest testing during the **spring/summer, during events**. If testing is conducted without this base data, it would be highly speculative and not as conclusive.

“A lot of assumptions and conjecture at this point, but based on the information that I have provided, we would be looking at an **estimated fee roughly between \$36K and \$46K**. We would be happy to discuss our collective assumptions and expectations for the project so we can better hone the work effort and deliverables.”

Staff Recommendation: Staff believes a sound analysis would result in a generally faster means to reduce noise; however, if a more comprehensive approach is required, then the Council should authorize a comprehensive outdoor sound study, in terms of scope and budget of up to \$50,000.

PHYSICAL DESIGN POST-SCRIPT

Beyond the sound issues and complaints off-site, I thought it would be useful to consider the physical design, since often the physical elements of a site play a role in the offsite impacts that should be reviewed. There are several design aspects of Franklin Field that should be considered, but these are the top two:

1. The ballpark is designed as a 4,000-seat facility. It has no opaque walls, and is surrounded by cyclone fence. It has very little in the way of permanent structural features which would impede or slow down the sound from the operating sound system at the ballpark.
2. There are very few structures located either to the north or the west that would either impede, block, or slow down sound waves projecting away from the ballpark while the sound system is in operation. This is particularly noted whenever one-off sound disruptions occur at the ballpark.

Typically, minor-league ballparks are designed to enclose the sound and visual events and entertainment occurring inside. This is because the operator wants the public to pay and come into the ballpark, not just experience it outside. Staff has witnessed this more typical design at other minor-league ballparks. Here are three examples:

Victory Field

This AAA-affiliate stadium is the home of the Indianapolis Indians. It has a current seating capacity of 12,230 with lawn seating of 2,000 outside the outfield fence.



Victory Field is owned by the Indianapolis Capital Improvement Board, which is an independent but City-affiliated organization. The stadium is surrounded by a brick wall of variable height, though the location of the stadium is also just southwest of the core of downtown. The orientation of the stadium matches Franklin Field, with the outfield fence along the north and east side of the stadium.

FirstEnergy Stadium

This stadium is the home of the Reading Phillies, an AA-affiliate team located in Reading, PA. The stadium has a seating capacity of 9,000 and was originally constructed in 1951 by the City of Reading, who remain the owners of the property. The location of the stadium is near an industrial and commercial area of Reading, but it is also just north and east of residential redevelopment. The stadium, like Victory Field, is also enclosed such that much of the activity and sound is contained within the field itself.



It should be noted that the park is oriented in similar fashion as Franklin Field, with the outfield fence along the north and east side.

Coca-Cola Park

This facility is the home of the AAA-affiliate Lehigh Valley IronPigs. Located in Allentown, PA, the park has a capacity of 8,278 seats and is also enclosed by walls. The park is located on the northwest end of a primarily employment-based part of Allentown, though residential neighborhoods are located within $\frac{1}{2}$ mile of the park site to the southeast and about $\frac{3}{4}$ mile to the southwest.



Like the other two examples, Coca-Cola Park is owned by a public entity (Lehigh County, PA), but is operated primarily by the minor-league organization. The park is similar to the other two examples above in terms of orientation.

So why am I bringing these up? Because it's important to recognize that the current situation surrounding Franklin Field, and to a lesser extent the Umbrella Bar, is one involving design. Design of the Rock Sports Complex, and particularly Franklin Field, is linked to the current noise issues, just as much as the lack of a comprehensive understanding of sound in the area generally. Significant design issues were not addressed at the outset that would have at least reduced the magnitude of the noise problem:

1. Lack of vertical designed elements between Franklin Field and adjacent residential neighborhoods
2. Lack of permanence to the design of Franklin Field itself, meaning, cyclone fence in lieu of a permanent wall or other feature.
3. An over-designed sound system. What Franklin Field has is a sound system for a large minor league or college-level stadium used within a high-end high school facility.
4. Lack of understanding about how sound travels across various constructed media, and then factoring that into the design process.
5. An over-emphasis on parking, particularly un-charged parking.

ADDENDUM 1 UDO NOISE STANDARDS (§15-3.1107)

§ 15-3.1107 Noise.

- A. Measurement of Noise. Noise shall be measured using a sound level meter meeting the standards of the American National Standards Institute's (ANSI S1.4-1961) "American Standard Specification for General Purpose Sound Level Meters." The instrument shall be set to the A-weighted filter response scale and the meter to the slow response. Measurements shall be conducted in accord with ANSI S1.2-1962 "American Standard Method for the Physical Measurement of Sound." Measurements of sound may be made at any point along a district boundary or site boundary line. In the case of measuring impact sounds, however, the impact sound shall be measured using the fast response of the sound level meter. Traffic, aircraft, and other background noises must not be considered in measuring noise levels except when the background noise constitutes a part of the noise being measured.
- B. Exemptions from Standards of this Section. Noises exempt from the requirements of this Section include the following (also see § 15-3.0908):
1. Noises of vehicles, when utilized in normal vehicle use activities, as the vehicles were originally intended.
 2. Home appliances, when utilized as intended.
 3. Chain saws, lawnmowers, and snowblowers in private use (not including commercial repair services), when utilized as intended.
 4. Occasionally used safety signals, warning and emergency signals, and emergency pressure relief valves.
 5. Unamplified human voice, when not intended to disrupt the peace.
 6. Legal freedom of speech bells or chimes.
 7. The lowing of cattle, the clucking of fowl, the neighing of horses, the baying of hounds, or other sounds of reasonably cared for agricultural or domestic animals, as well as the sound of necessary farming equipment for a bona fide agricultural operation.
 8. Temporary construction operations, not earlier than 7:00 a.m., or later than 9:00 p.m.
- C. Maximum Permitted Sound Levels in All Zoning Districts. At no point either on the boundary of a zoning district or site boundary line shall the sound level of a use exceed the

decibel level shown in Table 15-3.1107(C) for the zoning districts indicated.

**Table 15-3.1107(C)
Maximum Permitted Sound Levels in dBA by Zoning District**

Zoning District	Maximum Permitted Sound Level (dBA) 7:00 a.m. - 10:00 p.m.	Maximum Permitted Sound Level (dBA) 10:00 p.m. - 7:00 a.m.
All Agricultural,	50	45
All Residential, B-1 and I-1 Districts		
B-2, B-3, B-4, and B-5 Districts	65	60
B-6, CC, and VB Districts	55	50
M-1, M-2, BP, and L-1 Districts	65	65
P-1 District	55	55
AO Airport Overlay District	65 (also see § 15-3.0607)	65 (also see § 15-3.0607)
FW, FC, FFO, and SW Districts	45	40

- D. Increases to Maximum Permitted Sound Levels. The sound levels set forth in Table 15-3.1107(C) may be exceeded by 10 dBA for a single period as indicated in Table 15-3.1107(c), not to exceed 15 dBA in any one day except in the B-2, B-3, B-4, B-5, M-1, M-2, BP, P-1, AO, L-1, and PDD (business and industrial uses only) Districts.
- E. Impact Noises. For impact noises, the sound levels set forth in Table 15-3.1107(C) may be increased by 10 dBA, in the M-1, M-2, BP, and L-1 Districts.
- F. Creation of Excessive Noise in Noise-Sensitive Areas Prohibited. The creation of, or causing the creation of, any sound within any noise-sensitive area, containing a hospital, nursing home, school, court or other designated area, so as to exceed the specified land use noise standards set forth in this Section is prohibited, provided that conspicuous signs are displayed indicating the presence of the noise sensitive area.
- G. Creation of Excessive Noise in Areas Adjacent to Noise-Sensitive Areas Prohibited. The creation of, or causing the creation of, any sound adjacent to any noise-sensitive area, containing a hospital, nursing home, school, court or other designated area, so as to exceed the specified land use noise standards set forth in this Section and to interfere with the functions of such activity or annoy the occupants in the activity, is prohibited, provided that conspicuous signs are displayed indicating the presence of the noise-sensitive area.



- H. Occasional Outdoor Activities Exempted. The provisions of this Section shall not apply to occasional outdoor gatherings, public dances, shows, and sporting and entertainment events (excluding regularly scheduled school athletic events), provided the events are conducted pursuant to any permits required and issued by the City of Franklin relative to the event.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Skw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">Oct 6, 2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to contract Shen Milsom Wilke to perform analysis of the stadium sound system at Franklin Field</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3.</i></p>

Since the initial event at the stadium at Ballpark Commons the City, the Mayor, the Alderman, the developer and others have received regular complaints regarding noise emanating from the stadium

Attempts have been made to mitigate the noise to varying success however this season seems to be particularly worse in disrupting the neighbors with several new names being added to the list of complainants.

The Mayor has been attempting to have ROC Ventures alter the operation of the sound system throughout the season without success until recently.

He has reached an agreement with Mr Zimmerman whereby ROC Ventures will pay for an independent consultant to review the sound system design and installation and suggest changes that would reduce the sound to the neighborhoods.

The Mayor, using his contacts, contacted Shen, Milsom & Wilke from Chicago to secure a proposal for the work. In doing so he negotiated a pro-bono visit to the stadium during a playoff game on 9/5 so that the potential consultant could see the stadium and hear the system. The neighborhoods were also visited during the game.

The consultant's quoted \$4,795 plus reimbursable travel expenses.

The letter to ROC Venture is attached

The term of the contract is not stated but the consultant work should take no more than 120 days with any system changes happening before the first game in spring

FISCAL NOTE:

There are available General Fund Contingency appropriations available for this project. ROC Ventures to reimburse the City for the cost of the contract. The Finance Director is directed to prepare a budget modification to move the appropriations from Contingency to Planning Non-Personnel Services.

Council Action Requested

Motion to authorize certain city officials to execute the contract with Shen, Milsom & Wilke for sound consulting services using \$5,000 of General Fund Contingency appropriations.



City of Franklin
Office of the Mayor

September 19, 2020

Mr. Mike Zimmerman
ROC Ventures
7044 S Ballpark Drive Suite 300
Franklin, Wisconsin 53132

Re: Sound from Franklin Field

Dear Mike,

As a follow up from our many recent conversations, the noise intrusion into the lives of the neighbors must be reduced. The number of complaints this baseball season has risen and has included new complaints and the watch parties have made the problem even worse.

As you know, during the last playoff series I arranged for an acoustic, sound and audio/visual consultant to visit the stadium during the game. I had him tour the stadium, the parking lots and we as well went through the neighborhoods where we've experienced complaints. This consultant works for a consulting firm that's known the world over for their expertise in acoustics, audio/visual and sound installation work. The consultant took audio measurements within the stadium and surrounding area (did not record them) and looked at the equipment in the racks and watched a portion of the game to see the nature of the program.

I've asked the consultant for a quote to perform a number of analysis and recommendations in an effort to mitigate the sound exfiltration to the neighboring properties AND improve the overall product within the stadium. I'm attaching their quote. Our agreement (please acknowledge by replying with your agreement) was that the city would contract for the consultant and ROC Ventures would reimburse the expense and would in good faith work with the consultant during their review and then implement the consultant recommendations.

We agreed that this effort is needed to help bring the neighbors more peace and quiet. The neighbors can no longer be forced to participate in the events at the development whether they want to or not. The city can no longer spend the time on processing the complaints that may not rise to a violation of ordinance or agreement but be a nuisance to the residents none the less. Solitude may not be achieved but improvement must be made. We're all tired of the problem so let's get it fixed, at least in terms of the stadium. We still need to deal with the Umbrella bar which was a big issue tonight.

Sincerely,

A handwritten signature in black ink that reads "Stephen R. Olson".

Stephen R. Olson
Mayor

cc Common Council
Heath Eddy
Peggy Steeno
Jesse Wesolowski

Sandi Wesolowski

From: Steve Olson
Sent: Wednesday, September 30, 2020 9:25 AM
To: Sandi Wesolowski; Shirley Roberts
Subject: FW: Ballpark Commons Sound Study
Attachments: BPC sound consultant letter docx; franklin field sound CA.doc

Please include in the Council Packet with the BPC Sound agenda item.

S

From: Mike Zimmerman <mikez@rocventures.org>
Sent: Wednesday, September 30, 2020 9:23 AM
To: Steve Olson <Solson@franklinwi.gov>
Cc: Scot Johnson <scotj@rocventures.org>; Tom Johns <tomj@rocventures.org>; Mike Doyle <miked@rocventures.org>; Dan Kuenzi <dkuenzi@rocventures.org>; Shawn Kison <shawnk@rocventures.org>; Joe Zimmerman <joez@rocventures.org>
Subject: Ballpark Commons Sound Study

Mayor Steve Olson,

Please let this email serve as acknowledgement of the letter and request for council action sent to my attention September 20th (attached). The action and letter are a fair representation of our conversations and agreed upon action. We agree to reimburse the city for the study. In addition, we agree to work in collaboration with the sound engineer, city officials, and neighbors to implement adjustments that can balance the needs of the business with the Hawthorne neighbors request for reduced noise. This project is important to us as well.

In addition, we have agreed to work directly with our neighbors in Hawthorne following the September Common Council meeting in September regarding the Milky Way Drive-In permit. Since then, I have made multiple visits to neighbors back yards and have had productive discussions. The Hawthorne neighborhood informally elected John Plewa to be our main point of contact. I will be forwarding these documents to him as well.

Best,

Michael Zimmerman



SHEN MILSOM & WILKE

CHICAGO
BEIJING
DENVER
DUBAI
GREATER PHILADELPHIA
HONG KONG
HOUSTON
LONDON
NEW YORK
PRINCETON
SAN FRANCISCO
SHANGHAI
SINGAPORE
WASHINGTON DC

September 17, 2020

Steve Olson
Mayor
City of Franklin
9229 W. Loomis Rd.
Franklin, WI. 53132
O: 414-427-7529
C: 414-651-3367

RE: CITY OF FRANKLIN BASEBALL STADIUM
AUDIOVISUAL & ACOUSTICAL SERVICES PROPOSAL #20-1160

Mr. Olson:

We are pleased to present the following proposal for acoustical and audiovisual consulting services. On Saturday, September 12, 2020, Mayor Steven Olsen of the City of Franklin, Wisconsin contacted our firm to enquire if our firm was interested in providing AV and Acoustical services to assist the City in resolving recent noise level complaints from the residential homes located in close proximity to Franklin Field, a new baseball stadium. The timing of the requested services is urgent as the current baseball season would soon end. We agreed to conduct an initial survey on Sunday, September 13, 2020, during a baseball game, which we performed. From that initial survey, the City requested that we submit a proposal for providing services. We have since concluded that our services would be primarily Audiovisual (sound system), supplemented with input from our acousticians, however our acousticians will not be performing on-site data collection.

SCOPE OF SERVICES

Shen Milsom & Wilke proposes the following specific services:

- Conduct initial site survey to gain understanding of current conditions of the sound system design, and apparent sound pressure levels on the stadium property and in the neighboring community.
- Review data from the site's audio monitoring stations.
- Prepare and submit a report summarizing our findings, including suggestions of potential solutions.
- Meet privately with City leadership to discuss our findings and proposed solutions, presumably as a web conference session.

EXCLUSIONS

- This scope does not include presentation of our findings in a public forum.
- AV system design & documentation required for the modification of the current sound system. We would be pleased to offer this scope upon request, for additional compensation.

FEES

For the services described above, our fee shall be \$4,795.00.

All fees are to be paid upon receipt of invoice, subsequent to completion of services

2 NORTH RIVERSIDE
PLAZA SUITE 1460
CHICAGO IL 60606
312 559 4585

TERMS OF AGREEMENT

Fees contained in this proposal are valid for ninety (90) days upon submission of proposal. Fees do not include any sales or local taxes that may be applicable based on type of service and/or delivery (nexus) of service and will be invoiced in addition to fees.

Invoicing

Fees shall be invoiced monthly on the basis of the consulting disciplines percentage of completion for the given scope of work. Invoices are due and payable within 30 days of invoice date.

Architectural Drawings

The City of Franklin shall provide SM&W with a copy of its Building Information Modeling (BIM) Implementation Plan, BIM standards and/or AutoCAD standards. Where standards are not provided, SM&W will assume use of its own. The BIM model is intended to create construction documents and will not be used as a construction source. Any level of detail to be provided beyond what is required for the construction documents can be provided as an additional service.

SM&W shall update their model and CAD files only when changes by other project teams affect areas specific to SM&W's work or unless otherwise agreed on with the client. SM&W shall be provided with a new model or CAD files and be provided in writing the notification of only the specific areas that affect SM&W's work when such updates occur.

File updates represent a progress model of the file and not a milestone design completion, at formal submission milestones, SM&W will provide drawing submittals in addition to the latest BIM synchronized with all the disciplines in its purview. Drawings will be provided as PDF files using the file naming scheme specified by the architect.

Additional Services

If additional services, including but not limited to request for changes in previously approved work, are requested beyond the basic services, we shall receive additional compensation at the following hourly rate schedule.

STAFF	HOURLY RATE
Principal	\$265
Associate Principal	\$225
Senior Associate	\$185
Senior Consultant	\$185
Associate	\$156
Consultant	\$110
CAD Designer	\$92
Staff	\$82

Reimbursable Expenses

We shall be reimbursed monthly, at cost, for project-related direct expenses included, but not limited to, travel and lodging, printing, express mail delivery. Travel mileage will be billed at the current IRS-approved mileage rate at the time the travel is conducted.

Contract Termination

Should the project be suspended for more than three (3) months, or abandoned, or should you elect to terminate our services prior to completion of that work, SM&W shall be compensated for services performed and reimbursable expenses expended up to the date of termination. If the project is resumed after being suspended for more than six (6) months, our compensation shall be equitable adjusted.

Extent of Agreement

This agreement will constitute the entire agreement of the parties concerning the project and supersedes all prior negotiations. This agreement may be modified only in writing, if agreed to by both parties.

Please note that SM&W cannot mobilize nor commit resources to this project without a letter of agreement confirming scope of work, fees and billing arrangements. If you find this proposal agreeable, kindly signify your acceptance in the space provided below and return a copy to us for our files.

Agreed and Accepted

On behalf of Shen Milsom & Wilke LLC:



Greg Moquin
2 North Riverside Plaza
Suite 1460
Chicago, IL 60606
312.559.4585

On behalf of the City of Franklin:

Signature

Name

Title

Date

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>December 1, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Naming the City of Franklin City Hall Community Room the Casper T. Green Community Room</p>	<p>ITEM NUMBER</p> <p><i>G. 4.</i></p>

Attached is a copy of the above-entitled Resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Naming the City of Franklin City Hall Community Room the Casper T. Green Community Room.

Ald. Barber

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

A RESOLUTION NAMING THE CITY OF FRANKLIN
CITY HALL COMMUNITY ROOM THE
CASPER T. GREEN COMMUNITY ROOM

WHEREAS, Casper T. Green, a Franklin resident for 36 years, has served as President of the Franklin Senior Citizens, Inc. since 1994, where he worked tirelessly to develop the City of Franklin City Hall Community Room and to secure a Milwaukee County Senior Meal Site, which has been located and ongoing in this space; and

WHEREAS, Casper T. Green served the employees of the City of Franklin, as a member on the City of Franklin Personnel Committee for some 15 years; and

WHEREAS, Casper T. Green served our Country in the U.S. Army during the Korean Conflict, and subsequently as a member of the Franklin American Legion Post 192, where he has participated in many Community Veteran events; and

WHEREAS, Casper T. Green was named to the Milwaukee County Commission on Aging, which is the policymaking body that oversees the Milwaukee County Department on Aging, upon which he worked to insure quality care and services for local seniors for 6 years; and

WHEREAS, Casper T. Green was named to the Milwaukee County Senior Citizen Hall of Fame in 2007 for his work for our local Seniors; and

WHEREAS, Casper T. Green has earned recognition for his service to the City of Franklin, Milwaukee County and to Our Country.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin City Hall Community Room be and the same is hereby named the Casper T. Green Community Room

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

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

RESOLUTION NO. 2020-____
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APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/01/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A 4,480 SQUARE FOOT DETACHED GARAGE USE UPON PROPERTY LOCATED AT 8930 SOUTH 116TH STREET (PAUL E. MARSHALL, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 5.</i></p>

At the November 19, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this special use resolution with six (6) conditions of approval. The vote was 5-0-1: five (5) 'ayes', no 'noes' and one (1) absent.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, imposing conditions and restrictions for the approval of a special use for a 4,480 square foot detached garage use upon property located at 8930 South 116th Street (Paul E. Marshall, applicant)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Redraft 11-19-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A 4,480 SQUARE
FOOT DETACHED GARAGE USE UPON PROPERTY LOCATED AT
8930 SOUTH 116TH STREET
(PAUL E. MARSHALL, APPLICANT)

WHEREAS, Paul E. Marshall having petitioned the City of Franklin for the approval of a Special Use in a residential zoning district [the application is for the purpose of constructing a 4,480 square foot detached garage (accessory structures over 1,200 square feet require Special Use approval per Ordinance 2020-2448, adopted on September 15, 2020)], property zoned R-3 Suburban/Estate Single-Family Residence District, located at 8930 South 116th Street, bearing Tax Key No. 845-9996-000, more particularly described as follows:

That part of the West 1/2 of the Northeast 1/4 of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows: Commencing at a point on the West line of said 1/4 Section, which is 1333.48 feet, Due South of the Northwest corner of said 1/4 Section; thence S 88 51'00" E, 1323.09 feet to a point on the North and South 1/8 line of said 1/4 Section; thence S 00 01'22" W on said 1/8 line, 310.18 feet to a point; thence N 88 51'45" W, 1322.96 feet to a point in the West line of said 1/4 Section; thence Due North along the West line of said 1/4 Section, 310.48 feet to the place of beginning, said land being in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 19th day of November, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions,

PAUL E. MARSHALL – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Paul E. Marshall, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Paul E. Marshall, successors and assigns, as a use in part of a detached garage greater than 1,200 square feet use, which shall be developed in substantial compliance with, and operated and maintained by Paul E. Marshall, pursuant to those plans City file-stamped October 13, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Paul E. Marshall, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Paul E. Marshall use in part of a detached garage greater than 1,200 square feet, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Paul E. Marshall and the use in part of a detached garage greater than 1,200 square feet use, for the property located at 8930 South 116th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant, owner(s) of the property, successors and assigns, shall submit a landscape plan depicting landscape screening between the proposed building and the north property line with at least four (4) trees for City Development Department review and approval, prior to the issuance of a building permit. Planting size must comply with the Unified Development Ordinance §15-5.0302., existing trees may count towards this requirement.
5. The applicant, owner(s) of the property, successors and assigns, shall submit a stormwater management plan for Engineering Department review and approval, prior to the issuance of a building permit.
6. No home occupation as defined in the Unified Development Ordinance or any use not permitted in the zoning district shall be conducted in this accessory building. Failure to comply with this restriction will result in voiding this special use approval.

PAUL E. MARSHALL – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

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

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

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

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of completion of the Paul E. Marshall detached garage construction.

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

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

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

APPROVED:

Stephen R. Olson, Mayor

PAUL E. MARSHALL – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 4

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of November 19, 2020

Special Use

RECOMMENDATION: Department of City Development staff recommends approval of this Special Use request, subject to the conditions set forth in the attached resolution.

Project Name:	Marshall Special Use
General Project Location:	8930 S 116 th Street
Property Owner:	Paul Marshall
Applicant:	Paul Marshall
Agent:	Lisa Wood
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential and areas of natural resource features
Use of Surrounding Properties:	Single-family residential (R-3)
Applicant’s Action Requested:	Approval of Special Use to allow for a 4,480-sf accessory building

INTRODUCTION:

On October 13, 2020, the applicant submitted a special use to allow for a 4,480-sf garage in a residential zoning district, accessory structures over 1,200 square feet require special use approval per Ordinance 2020-2448 adopted on September 15, 2020. This is the first application to be reviewed under this recently adopted ordinance.

This project does not require a site plan approval as single-family residential use is exempt from this requirement per Unified Development Ordinance (UDO) Section 15-7.0101.

PROJECT DESCRIPTION AND ANALYSIS:

The intended use of this accessory building is personal storage and hobby work, the building dimensions would be 70 feet by 64 feet The building consists of a frame structure with a gable roof and metal panels as the primary exterior material, with the front to be brick.

Compliance with the Unified Development Ordinance

This special use request is subject to the general standards for special uses set forth in the UDO §15-3.0701 and detailed standards for special uses in residential districts, UDO §15-3-0702.D (Ordinance 2020-2448)

According to the “Statement of General Standards and Conditions” submitted by the applicant, this project is in substantial compliance with the general standards for special uses. With regards

to #3 “Adequate public facilities”, it is noted that this property is not currently served by central water and sewer.

Ordinance 2020-2448 outlines the following standards in the review of accessory structures over 1,200 sf:

Accessory structures greater than 1,200 square feet The following specific standards are required for an increase of the maximum size for accessory structures in the agricultural districts, A-1 and A-2, and residential districts, R-1, R-2, R-3 and R-3E

Staff comment: the subject property is zoned R-3.

- 1 *Minimum Lot Area The minimum lot area shall be 3 0 acres The maximum accessory structure size shall be 500 square feet per acre, and in no event shall an accessory structure exceed 5,000 square feet.*

Staff comment: based on the property area of 9.4 acres, the maximum floor area for an accessory building is 4,700 sf, the proposed building meets this requirement.

- 2 *Height An accessory structure shall not exceed 40 feet in height*

Staff comment: the building height would be 27ft – 6in.

- 3 *Setbacks An accessory structure shall not be located closer to a side or rear lot line than a distance equal to its height*

Staff comment: the building location meets minimum side and rear setbacks as well as wetland setbacks.

- 4 *Location No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot ...*

Staff comment: not applicable.

- 5 *Accessory structures shall not be used for commercial or residential use*

Staff comment: the intended use is personal storage and hobby work.

Consistency with the Comprehensive Master Plan

The building location would not encroach into the areas of natural resource areas depicted in the Future Land Use Map 2025. However, per Wisconsin Statutes §66 1001(2m)(b) a conditional use permit does not need to be consistent with the comprehensive plan A conditional use permit, as defined in the Wisconsin Statutes §62.23(7)(de), means also a Special Use.

Compatibility with adjacent land uses

Even though the building location complies with setback standards, large accessory structures under Ordinance 2020-2448 may be allowed to be taller than the regular accessory structures For example, a permitted as of right accessory structure in the R-3 zoning district may be up to 15-ft tall while this ordinance may allow structures up to 40-ft tall Per landscape placement

standards of UDO §15-5.0302.H 5. “plantings shall be located to soften tall and long building walls”. The 30-ft side yard to the north is wide enough for landscape screening. Taking into account the the building length of 64 feet and the tree clearance of 13 5 feet per Municipal Code Chapter 240 “Trees”, staff recommends that the applicant, owner(s) of the property, successors and assigns, shall submit a landscape plan depicting landscape screening between the proposed building and the north property line with at least 4 trees for City Development Department review and approval, prior to the issuance of a building permit. Planting size must comply with the Unified Development Ordinance §15-5.0302, existing trees may count towards this requirement.

Per comments received from the Engineering Department, “Since they also just built a house they will be over the 5,000-square foot threshold for which MMSD requires green storm water management. They'll have to submit documentation demonstrating they meet the requirements. It needs to be stamped by a licensed P E” Staff recommends that the applicant, owner(s) of the property, successors and assigns, shall submit a stormwater management plan for Engineering Department review and approval, prior to the issuance of a building permit

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this Special Use request, subject to the conditions set forth in the attached resolution

RESOLUTION NO 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A 4,480 SQUARE
FOOT DETACHED GARAGE USE UPON PROPERTY LOCATED AT
8930 SOUTH 116TH STREET
(PAUL E MARSHALL, APPLICANT)

WHEREAS, Paul E. Marshall having petitioned the City of Franklin for the approval of a Special Use in a residential zoning district [the application is for the purpose of constructing a 4,480 square foot detached garage (accessory structures over 1,200 square feet require Special Use approval per Ordinance 2020-2448, adopted on September 15, 2020)], property zoned R-3 Suburban/Estate Single-Family Residence District, located at 8930 South 116th Street, bearing Tax Key No. 845-9996-000, more particularly described as follows

That part of the West 1/2 of the Northeast 1/4 of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows: Commencing at a point on the West line of said 1/4 Section, which is 1333 48 feet, Due South of the Northwest corner of said 1/4 Section, thence S 88 51'00" E, 1323.09 feet to a point on the North and South 1/8 line of said 1/4 Section; thence S 00 01'22" W on said 1/8 line, 310.18 feet to a point; thence N 88 51'45" W, 1322 96 feet to a point in the West line of said 1/4 Section, thence Due North along the West line of said 1/4 Section, 310.48 feet to the place of beginning, said land being in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 19th day of November, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan, that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion, and that it will not result in damage to property of significant importance to nature, history or the like, and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions,

PAUL E. MARSHALL – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

meets the standards set forth under §15-3 0701 of the Unified Development Ordinance

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Paul E. Marshall, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Paul E Marshall, successors and assigns, as a use in part of a detached garage greater than 1,200 square feet use, which shall be developed in substantial compliance with, and operated and maintained by Paul E Marshall, pursuant to those plans City file-stamped October 13, 2020 and annexed hereto and incorporated herein as Exhibit A
- 2 Paul E Marshall, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Paul E. Marshall use in part of a detached garage greater than 1,200 square feet, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time
3. The approval granted hereunder is conditional upon Paul E. Marshall and the use in part of a detached garage greater than 1,200 square feet use, for the property located at 8930 South 116th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant, owner(s) of the property, successors and assigns, shall submit a landscape plan depicting landscape screening between the proposed building and the north property line with at least 4 trees for City Development Department review and approval, prior to the issuance of a building permit. Planting size must comply with the Unified Development Ordinance §15-5 0302., existing trees may count towards this requirement
- 5 The applicant, owner(s) of the property, successors and assigns, shall submit a stormwater management plan for Engineering Department review and approval, prior to the issuance of a building permit

BE IT FURTHER RESOLVED, that in the event Paul E. Marshall, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to

PAUL E MARSHALL – SPECIAL USE

RESOLUTION NO. 2020-_____

Page 3

cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution

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

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

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of completion of the Paul E Marshall detached garage construction.

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

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date: October 30, 2020
To: Paul Marshall
From: Department of City Development.
RE: Application for Special Use, 8930 S 116th Street.

Please be advised that City Staff has reviewed the above application received on October 13, 2020, for a 4,480-sf accessory building. Department comments are as follows:

Department of City Development

1. No comments

Engineering Department Comments

- 2 *Since they also just built a house they will be over the 5,000-square foot threshold for which MMSD requires green storm water management They'll have to submit documentation demonstrating they meet the requirements It needs to be stamped by a licensed P E*

Police Department Comments

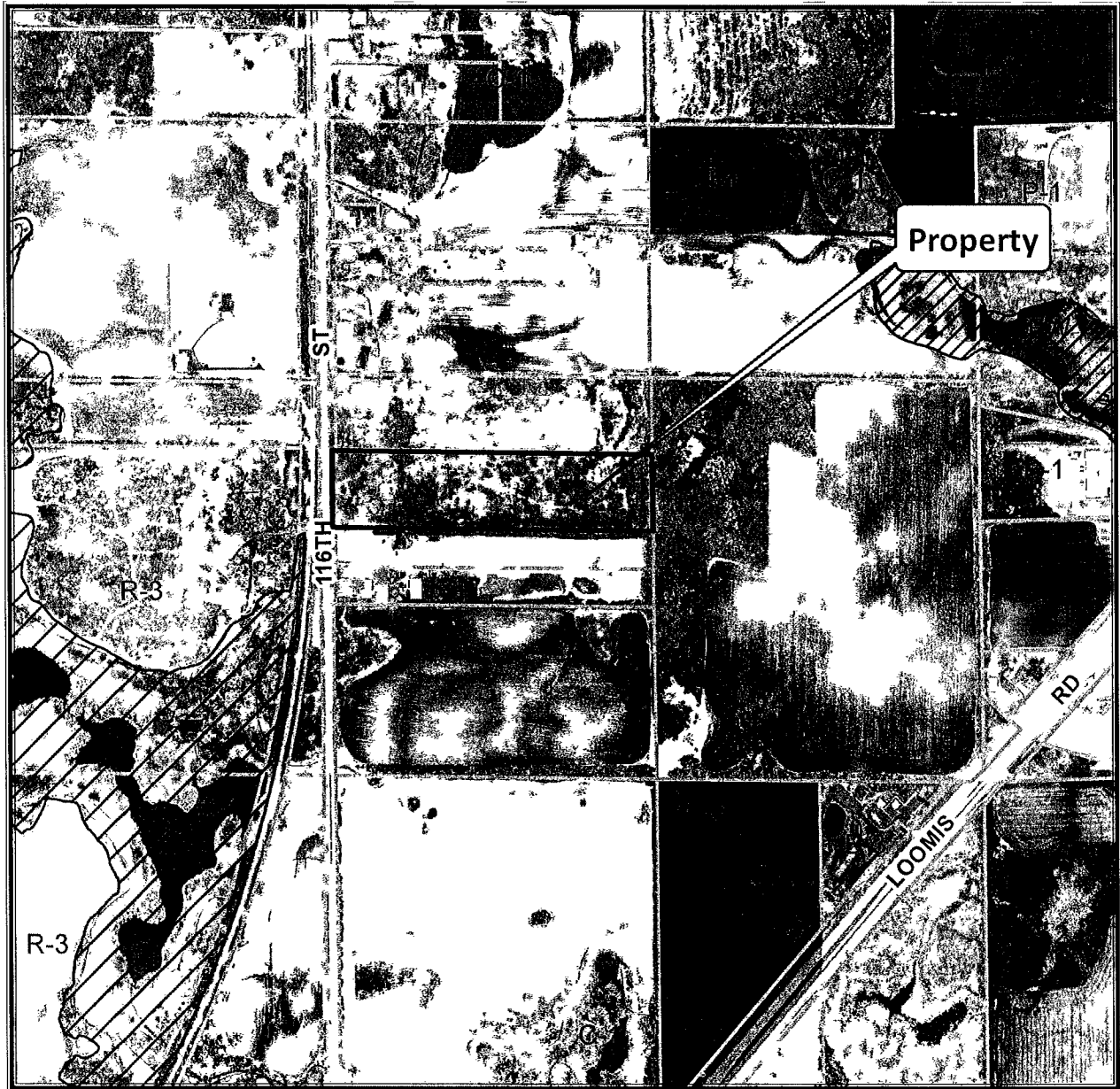
- 3 *The Franklin Police Department has no issues with this application*

Inspection Services Department Comments

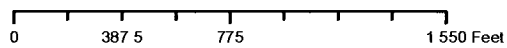
- 4 *Inspection Services has no comments on the subject proposal at this time*



8930 S. 116th Street
TKN: 845 9996 000



Planning Department
(414) 425-4024

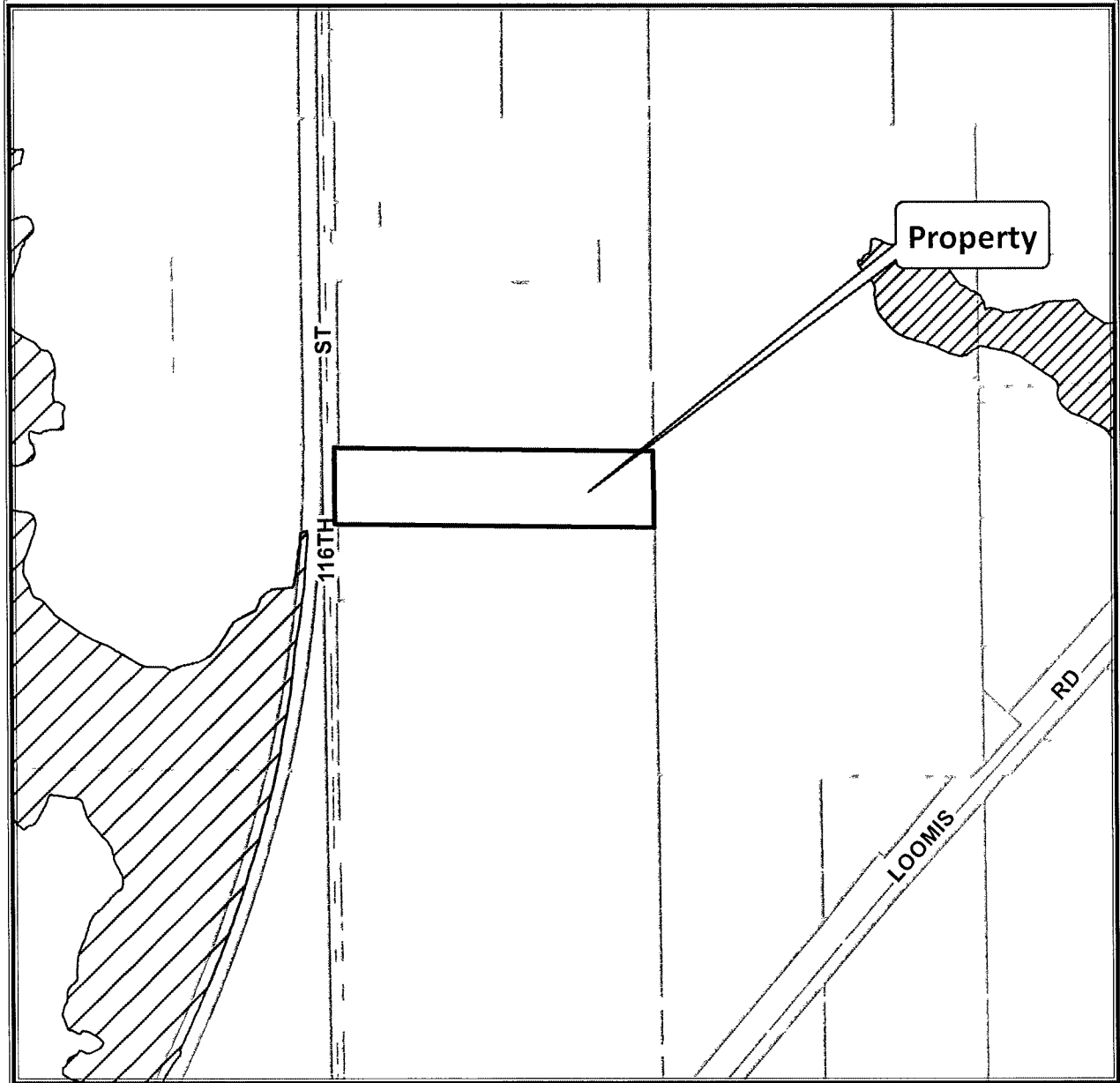


2017 Aerial Photo

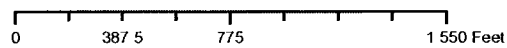
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



8930 S. 116th Street
TKN: 845 9996 000



Planning Department
(414) 425-4024



2017 Aerial Photo

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



Date of Application _____

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

<p>Applicant (Full Legal Name[s]) Name <u>Paul Marshall</u> Company _____ Mailing Address <u>8930 S 116th Street</u> City / State <u>Franklin, WI</u> Zip <u>53132</u> Phone <u>414-708-5569</u> Email Address <u>paul@marshallerecting.com</u></p> <p>Project Property Information Property Address <u>8930 S 116th Street</u> Property Owner(s) <u>Paul Marshall</u> _____ Mailing Address <u>8930 S 116th Street</u> City / State <u>Franklin, WI</u> Zip <u>53132</u> Email Address <u>paul@marshallerecting.com</u></p>	<p>Applicant is Represented by (contact person)(Full Legal Name[s]) Name <u>Lisa Wood</u> Company <u>Davis & Kuelthau s c</u> Mailing Address <u>111 E Kilbourn Avenue</u> City / State <u>Milwaukee, WI</u> Zip <u>53202</u> Phone <u>414-225-1416</u> Email Address <u>lwood@dkattorneys.com</u></p> <p>Tax Key Nos <u>8459996000</u> _____ Existing Zoning <u>R-3</u> Existing Use <u>residential home</u> Proposed Use <u>no change to use - adding a garage</u> Future Land Use Identification <u>R-3</u></p>
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*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin
 - \$1500, New Special Use over 4,000 square feet
 - \$1000 Special Use Amendment
 - \$750, New Special Use under 4,000 square feet
- Legal Description for the subject property (WORD doc or compatible format)
- One copy of a response to the General Standards Special Standards (if applicable) and Considerations found in Section 15 3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov
- Seven (7) complete **collated** sets of Application materials to include
 - One (1) original and six (6) copies of a written Project Summary including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - Three (3) **folded** full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 17 7 0101, 15 7 0301 and 15 5 0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - Four (4) **folded** reduced size (11 'x17") copies of the Site Plan/Site Plan Amendment package
- One colored copy (11 'x17") of the building elevations, if applicable
- Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4 0102 & 15 7 0201 of the UDO)
- Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Special Use/Special Use Amendment requests require Plan Commission review a Public Hearing and Common Council approval

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant s and property owner(s) knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal and any subsequently issued building permits or other type of permits may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval By execution of this application the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7:00 p m daily for the purpose of inspection while the application is under review The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

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

 Signature Property Owner

 Name & Title (PRINT) Date _____

 Signature Property Owner

 Name & Title (PRINT) Date _____

 Signature Applicant

 Name & Title (PRINT) Date _____

 Signature Applicant's Representative

 Name & Title (PRINT) Date _____

Green Infrastructure Response
Paul Marshall
11/6/2020

Once I receive approval for this accessory building, I will hire a civil engineer to provide the necessary paperwork for the green infrastructure requirement by MMSD.



Paul Marshall

Legal Description.

That part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows

Commencing at a point on the West line of said $\frac{1}{4}$ Section, which is 1333.48 feet, Due South of the Northwest corner of said $\frac{1}{4}$ Section, thence S 88 51'00" E, 1323 09 feet to a point on the North and South $\frac{1}{8}$ line of said $\frac{1}{4}$ Section; thence S 00 01'22" W on said $\frac{1}{8}$ line, 310.18 feet to a point, thence N 88 51'45" W, 1322 96 feet to a point in the West line of said $\frac{1}{4}$ Section, thence Due North along the West line of said $\frac{1}{4}$ Section, 310.48 feet to the place of beginning, said land being in the City of Franklin, Milwaukee County, Wisconsin

STATEMENT OF GENERAL STANDARDS AND CONDITIONS

The planned garage (1) meets the requirements of the zoning ordinances, (2) will not create an adverse impact or adverse detrimental effect to the adjacent property or area; (3) will not interfere with the surrounding development, (4) is served by public utilities, (5) is private and for residential purposes only and therefore, will not create any traffic congestion, (6) will not destroy any natural, scenic or historic features of significant importance, and (7) complies with all standards required by the zoning ordinances.

The lot is 9.424 acres and the location is near the residential home with sufficient setbacks as required by the ordinances. The garage meets all of the special conditions set forth in 15-3.0702.

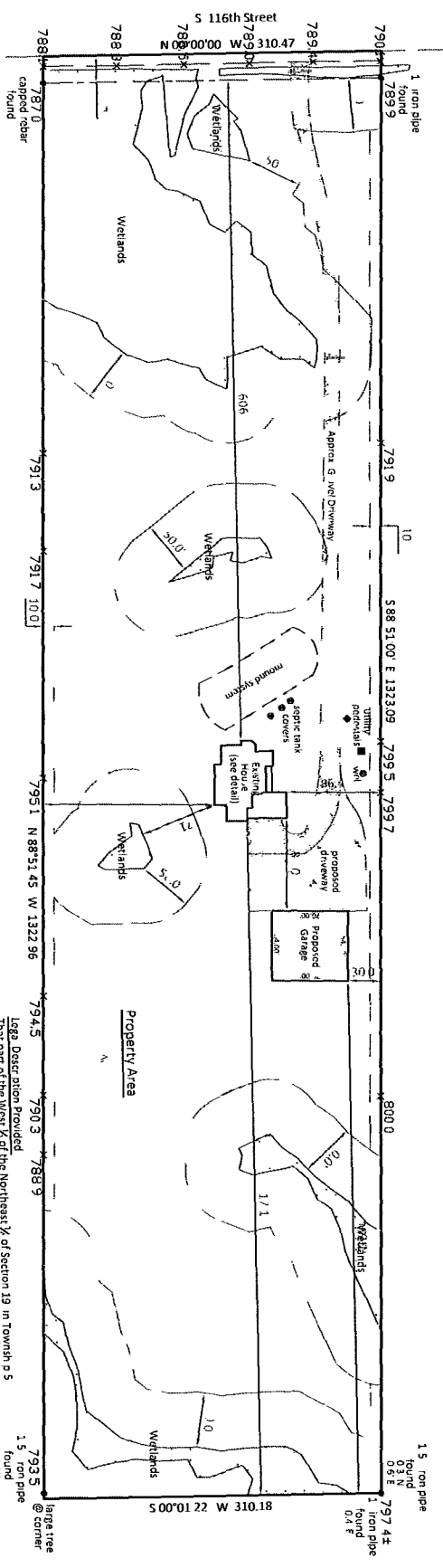
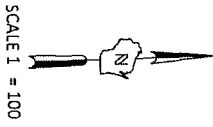
Preliminary Description of Pole Barn for Paul Marshall

Building Construction for 70' x 64' Footprint, Estimated Height 27'-6"

- Roof System
 - Post frame bobtailed trusses
 - 3/12 pitch, 18" heels, 8'-0" OC spacing
- Columns/Posts
 - 3 ply 2x6 2400 MSR Columns
 - Wet set anchor brackets
- Floor
 - 6" Concrete Floor
- Framing
 - 2x6 Exterior Girts 24" OC
 - 2x4 Interior Girts 24" OC
 - 2x4 Purlins on Edge 24" OC
 - 2x4 Wind Brace
 - 2x6 Corner Brace
 - 2x4 Lateral Brace
 - 2x4 Wainscot Nailer
 - 2x5 Girt Nailer
- Exterior Finish
 - Colored Premium Pro-Rib Steel Roof
 - Colored Pro-Rib Steel Walls
 - 36" Colored Pro-Rib Steel Wainscot (Front to be brick)
- Overhangs
 - 12" Sidewall Overhang (May change to 24")
 - 12" Endwall Overhang (May change to 24")
 - 6" Fascia
 - Doors/Windows(6) 3' x 6'-8" Commercial Grade Service Doors
 - (15) 4' x 2' Vinyl Slider Windows
- Accessories
 - Possible gutters to be installed
 - Possible overhang on service doors
- Use. personal storage and hobby work
- Estimated cost of construction: \$130,000
- Square footage: 4,480 square feet (first floor plus garage is 3,544 square feet)

North 1/4 Center
 Section 19
 Township 5 S
 Range 21 E

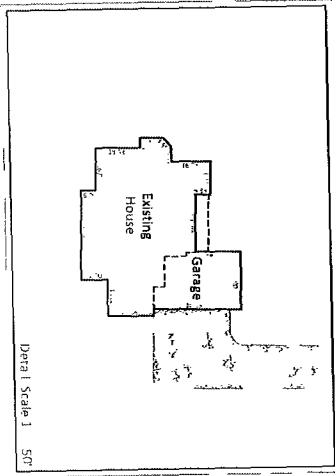
**Bernklau
 Surveying, Inc.**
 N60 W25864 Walnut Road
 Sussex WI 53089
 (262) 538-0708
 www.bernklausurveying.com
 Plat of Survey



Survey Note
 Offsets shown to the existing house foundation
 Existing top of foundation elevation 802.2

This survey does not guarantee location or
 existence of any easements that may be part of
 this property. A Title Policy was not provided to
 Bernklau Surveying, Inc.

Wetlands shown hereon are derived from a
 Plat of Survey prepared by Continental
 Surveying Services, LLC, dated July 11, 2018.

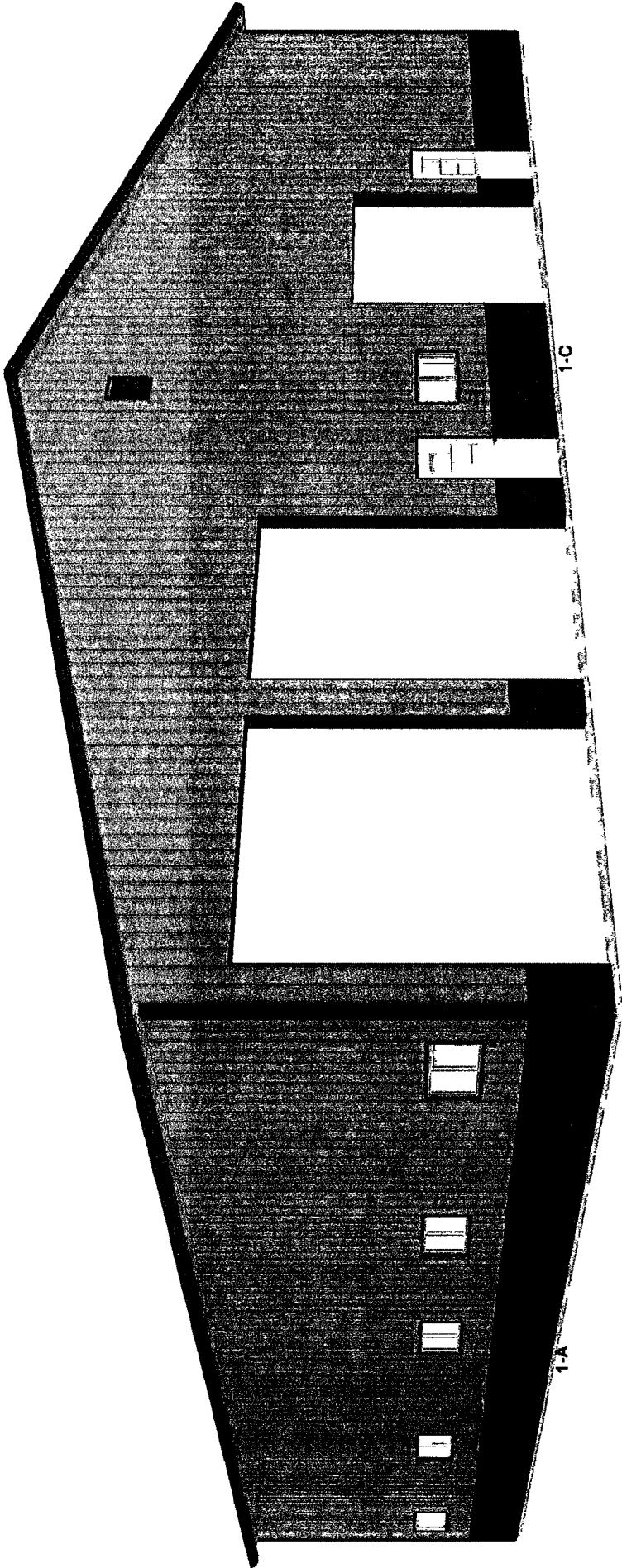


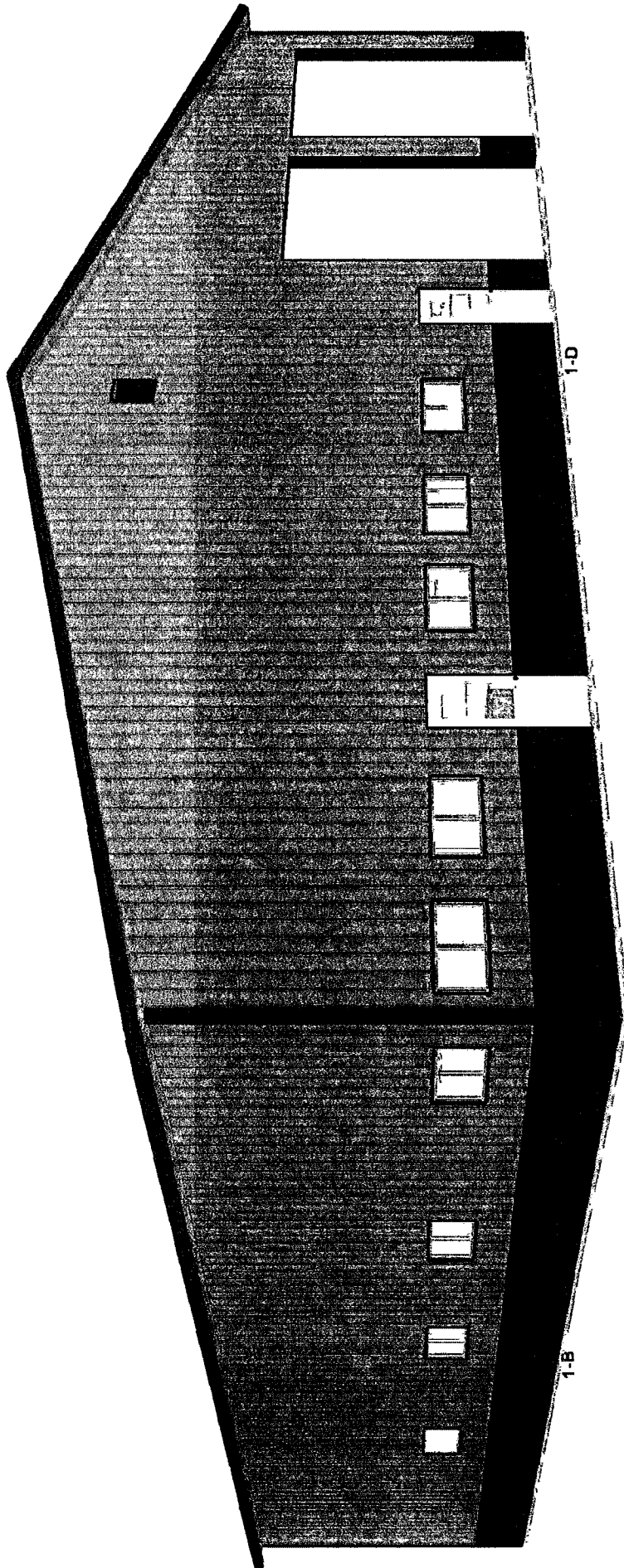
Legal Description Provided
 That part of the West 1/4 of the Northeast 1/4 of Section 19 in Township 5
 North Range 21 East, in the City of Franklin, bounded and described as
 follows: Commencing at a point on the West line of said 1/4 section, which is
 1333.48 feet. Due South of the Northwest Corner of said 1/4 section, thence
 S 88°51'00\"/>

Prepared for
 Mr. Paul Marshall
 5375 South 9th Street
 Milwaukee, WI 53221

Thomas M. Bernklau, PLS 2147

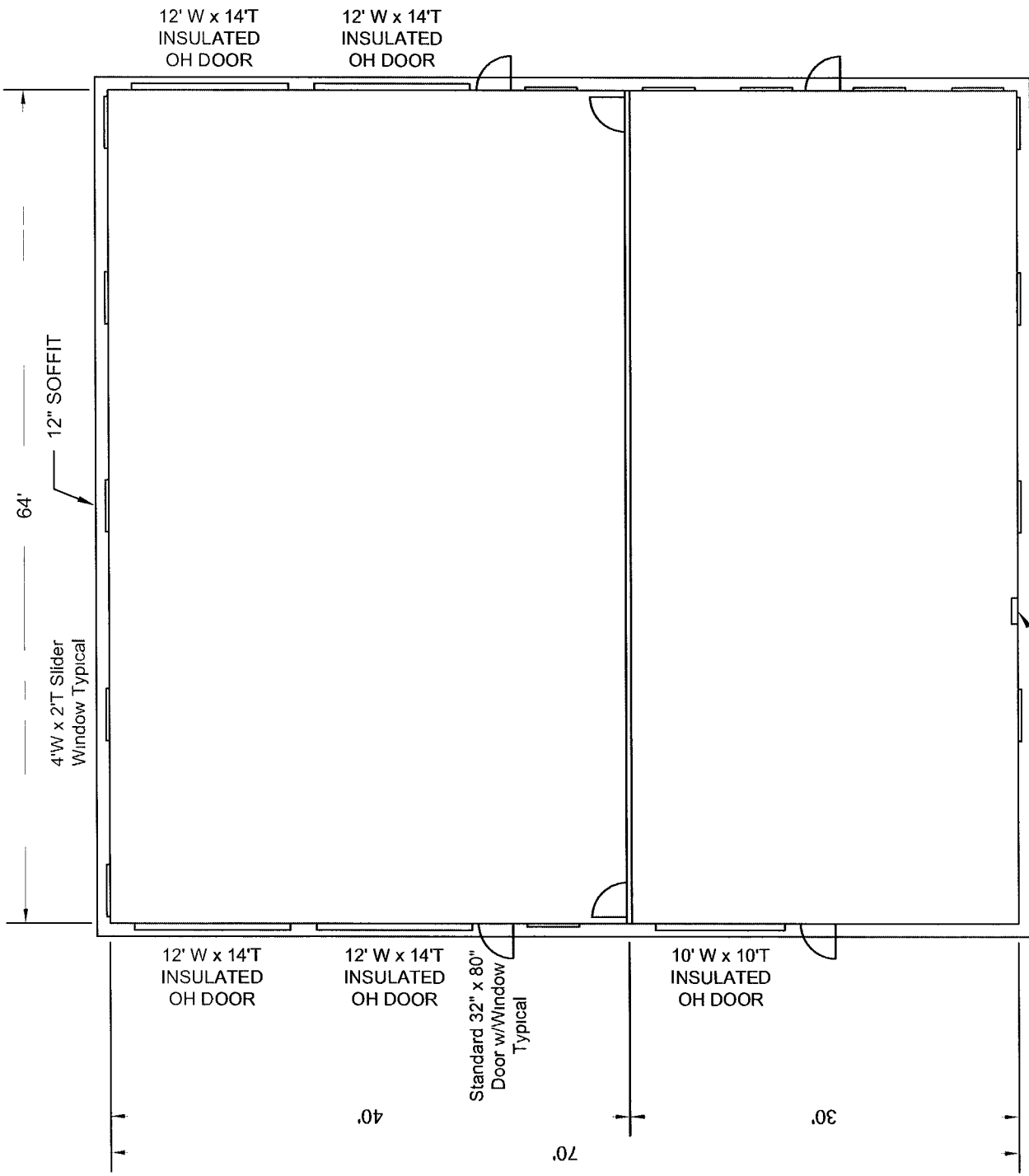
Date December 1, 2018
 Revised December 6, 2018
 Revised February 13, 2019
 Revised March 1, 2019
 Re-certified July 10, 2019
 Revised April 2, 2020
 Revised September 24, 2020





1-D

1-B



RIDGE VENTS NEEDED
 RUN TRUSSES N/S
 POWER PANEL

MARSHALL OUT BUILDING
 4 480 SF WITH 3 12 PITCH
 16'-0" WALLS (27'-1/2" OVERALL HEIGHT)
 REV-2 (3/21/2020)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 1, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LYNCH & ASSOCIATES- ENGINEERING CONSULTANTS, LLC FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF 2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$123,410.50	ITEM NO. <i>G. 6.</i>

BACKGROUND

On November 2, 2020, Common Council awarded a construction contract to DF Tomasini Contractors, Inc. to construct Marquette Avenue from S. 51st Street to S. 49th Street. That same meeting, Common Council also authorized an agreement with the adjacent developers to allow for the construction project to occur. The agreement requires the City to finish permitting the project and oversee the construction of the project.

ANALYSIS

Lynch & Associates- Engineering Consultants, LLC provided the initial design for the project and Staff recommends that they be tasked to continue the needed services for the City as this project is expected to encounter some design-build type issues during the permitting and design.

The enclosed agreement is a time and materials not to exceed contract for \$123,410.50.

OPTIONS

- A. Authorize agreement with Lynch & Associates
- B. Provide other direction to Staff.

FISCAL NOTE

The 2021 Budget includes over \$123,000 for W. Marquette Avenue Contingency.

RECOMMENDATION

(Option A) Resolution 2020-_____, a resolution to authorize an agreement with Lynch & Associates- Engineering Consultants, LLC for construction engineering services related to the construction of 2020 Marquette Avenue Road in the amount of \$123,410.50.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
LYNCH & ASSOCIATES- ENGINEERING CONSULTANTS, LLC FOR
CONSTRUCTION ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF
2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$123,410.50

WHEREAS, Franklin has entered an agreement with Creative Homes, Inc. and Franklin 49th Street LLC to construct W. Marquette Avenue from S. 51st Street to S. 49th Street; and

WHEREAS, the City of Franklin has awarded a construction contract with DF Tomasini Contractors, Inc. to construct the W. Marquette Avenue project; and

WHEREAS, the referenced agreement with Creative Homes and Franklin 49th Street requires the City to finish permitting and oversee the construction of the project; and

WHEREAS, Lynch & Associates- Engineering Consultants, LLC has provided design services related to this project and is qualified to perform the services needed to assist Franklin for the remainder of the project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional services contract be executed for the construction engineering services related to the construction of the 2020 Marquette Avenue Road project in the amount of \$123,410.50.

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

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

APPROVED.

Stephen R. Olson, Mayor

ATTEST

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this 24th day of November between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Lynch & Associates – Engineering Consultants, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 440 Milwaukee Avenue, Burlington, WI 53105.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Construction Engineering Services.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Marquette Avenue Construction Engineering as described in CONTRACTOR's proposal to CLIENT dated November 24, 2020 annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of [\$123,410.50], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$123,410.50. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. _____ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Tim Lynch CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$4,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT 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 CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'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 CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S 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 CLIENT 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 AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT 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 CLIENT 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.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT 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.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

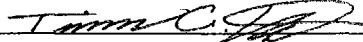
- A. Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY 

BY _____
Stephen R. Olson, Mayor

PRINT NAME: Timothy C. Lynch

TITLE Senior Vice President

DATE: _____

DATE November 24, 2020

BY _____
Sandra L. Wesolowski, City Clerk

DATE: _____

BY _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE: _____

APPROVED AS TO FORM

Jesse A. Wesolowski, City Attorney

DATE _____



LYNCH & ASSOCIATES
ENGINEERING SERVICES, LLC

November 24, 2020

Mr. Glen E. Morrow, P.E.
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Re: Marquette Avenue Project
Construction Observation and Permitting Proposal

Dear Mr. Morrow:

Lynch & Associates – Engineering Services, LLC would like to thank you for the opportunity to work with you on the Marquette Avenue permitting and construction management project in the City of Franklin. Lynch will provide professional services for the project based on our discussions and correspondence.

We anticipate a 12-week construction schedule until substantial completion, and another 2 weeks for close out. Below is our anticipated scope, hours, and fees.

Scope of Work

Lynch shall provide the following construction services for the project;

- Hold pre-construction meeting
- Review submittals and shop drawings
- Respond to RFI's
- Attend weekly job meetings
- Provide full-time inspection
- Review quantities and pay applications
- Review contractor's work
- Provide notice of substantial completion
- Provide punch-list
- Review corrective work
- Collect contractor as-builts
- Provide notice of final completion
- Complete and provide close-out documents
- Review final pay applications, warranty, and bond
- Sanitary sewer and watermain extension permit applications (DNR and MMSD)
- DNR land disturbance (NOI) permit application



Level of Effort

Lynch anticipates the following level of effort for the project:

LEVEL OF EFFORT FOR MARQUETTE AVENUE CONSTRUCTION SERVICES						
Project No:	STAFF				TOTAL HOURS	TOTAL COST
	Principal T Lynch	PM D Vivian	Sen CE T Miles	Insp III S Bullock		
Work Items:	\$137 00	\$130 00	\$113 00	\$88 00		
Permit Applications						
Stormwater management plan	2 0	50.0			52 0	\$6,774 00
Stormwater permit applications	2.0	16 0			18 0	\$2,354 00
Sanitary sewer and watermain extensions	2 0	24.0			26 0	\$3,394 00
Land disturbance permit application	2 0	16 0			18 0	\$2,354 00
Construction						
Hold pre-construction meeting	3 0		3 0	1 0	7 0	\$838 00
Review submittals and shop drawings	12 0		8 0	2 0	22 0	\$2,724 00
Respond to RFI's	10 0		12 0		22 0	\$2,726 00
Attend weekly job meetings	12 0		24 0	24 0	60 0	\$6,468 00
Provide full-time inspection (12 weeks)			48 0	600 0	648 0	\$58,224 00
Review quantities and pay applications	10 0		20 0	20 0	50 0	\$5,390 00
Review contractor's work	2 0		8 0	8 0	18 0	\$1,882 00
Provide notice of substantial completion	1 0		2 0		3 0	\$363 00
Project Plan Updates						
Design updates (Hourly)	20 0		80 0	60 0	160 0	\$17,060 00
Project Close Out						
Provide punch-list	1 0		4 0	20 0	25 0	\$2,349 00
Review corrective work	1 0		4 0	40 0	45 0	\$4,109 00
Complete as-builts	1 0		8 0	40 0	49 0	\$4,561 00
Provide notice of final completion	1 0		1 0		2 0	\$250 00
Complete and provide close-out documents	1 0		1 0		2 0	\$250 00
Review final pay apps, warranty, and bond	1 0		2 0		3 0	\$363 00
Reimbursables						
Mileage (1,700 miles @ \$0.575/mile)						\$977.50
TOTALS:	84 0	106 0	225 0	815 0	1320.0	\$123,410.50

Professional Fees Table

Lump Sum Fees (STMP & Permits)	\$ 14,876.00
Lump Sum Fees (Construction)	\$ 90,497.00
Time and Exp. Fees (Design Changes)	\$ 17,060.00
Reimbursable Costs	\$ 977.50
Total Fees and Costs	\$123,410.50



Assumptions and Conditions

The estimated scope and fees for the professional services is based on the following set of assumptions and conditions. If requested by the client, additional services can be performed on an hourly, time-and expense basis.

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 12 months of the date of this proposal.
- B. Additional or extended services beyond those specifically described in the Scope of Services are not included.
- C. The estimate of fees is based on a 12-week construction schedule. Adjustments to the professional fees may be required if construction extends beyond.

If you accept, please sign this proposal and return an original to us. Upon receipt of the signed document we will be able to proceed with your project in a timely manner. The agreement may be modified only in writing, and signed by each of the parties hereto. This project will be billed approximately every four (4) weeks, reflecting the status of each specific task or portion of the project.

Thank you for the opportunity to provide you with this proposal and we look forward to a very successful project. If you have any questions, please do not hesitate to contact me.

Sincerely,

LYNCH & ASSOCIATES –
ENGINEERING CONSULTANTS, LLC



Timothy C Lynch
Principal

Encl. -PSA

AGREED AND ACCEPTED BY:

Signature: _____

Name
& Title: _____

Date: _____



TIMOTHY C. LYNCH, P.E.
Principal,
Senior Vice President

EDUCATION:
B.S., Civil Engineering
Marquette University
Milwaukee, WI

REGISTRATIONS:
Professional Engineer, WI

**PROFESSIONAL
AFFILIATIONS:**
ACEC
ASCE
APWA



Areas of Expertise:

- Project Management
- Construction Management
- Roadway Design
- Stormwater Management
- Permitting
- Quality Assurance and Quality Control
- Management of Staff and Workload

Professional Experience:

Mr. Lynch has 23 years of experience in engineering design, construction and project management for a diverse client base. He is responsible for a full range of project involvement, including project design, review and analysis, client relations, construction documents and construction engineering. He also provides QA/QC on our Transportation projects.

Proven Municipal Engineer: Mr. Lynch serves as the client contact for numerous municipal clients. He collaborates with municipal officials, developers and citizens to resolve questions related to drainage problems, zoning, mapping, wetlands, floodplains, erosion control, and development issues. His responsibilities include ordinance review/updates and site plan review for compliance with municipal design standards and ordinances. The reviews include improvement plans, Certified Survey Maps (CSMs), subdivision plats, condominium plats, Stormwater Maintenance and Developer's Agreements.

Experienced Utility District Engineer: Mr. Lynch has led numerous projects including sanitary sewer I/I investigations, manhole and pipeline rehabilitation, facility planning and design of interceptor sewer, fiscal analysis of alternatives, watermain design, forcemain design, lift station design, specification preparation, bidding and contract administration of sanitary sewer, water main, and force main construction projects. He has coordinated projects with regulatory agencies, including counties, WisDNR, WisDOT, U.S. Army Corps of Engineers, and railroads among others.

Expert Site Designer: Site design experience includes commercial, industrial, small and large scale residential sites. Mr. Lynch has successfully guided these projects by working with regulatory agencies and clients to provide smart, cost effective designs with constructable solutions. His experience in storm water management includes green solutions for water reuse and space saving underground detention.

Applicable Project Experience:

Clayton & Bellview Restoration & Redevelopment – East Troy, WI: Mr. Lynch worked as the Project Manager to develop engineering plans for the repair and redevelopment of the Right-of-Way. He also coordinated with the Village, Engineer, and utility companies during the planning process.

Townline Road & Boat Launch – Town of Troy, WI: Mr. Lynch led the team as Project Manager for this project, which entailed raising a stretch of the existing road approximately 2 feet at the highest point. A new boat ramp was constructed to match the new road elevation, extending farther into the water to improve the launching of a boat. Existing driveway connections to Townline Road were revised seamlessly to maintain easy access to their properties. Mr. Lynch worked closely with the WDNR, Town of Troy, and the contractor to ensure the project was a success.

CTH Y (Whitnall/Pennsylvania and Layton) – Milwaukee County, WI: Mr. Lynch was the Project Manager for and oversaw the traffic signal replacement project for three intersections.

CTH U, Intersection of CTH U and CTH BB – Milwaukee County, WI: Mr. Lynch was the Project Manager for this Milwaukee County project on CTH U that involved traffic signals, widening of turn lanes, and the construction of pedestrian curb ramps.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

INNOVATIVE IMPACT

DAVID K. VIVIAN, P.E.
Project Manager

EDUCATION:

B.S., Civil Engineering
Michigan Technological
University
Houghton, MI

REGISTRATIONS:

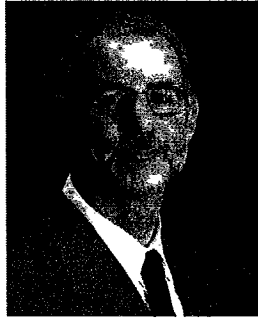
Professional Engineer, WI

**WISDOT HIGHWAY
TECHNICIAN
CERTIFICATIONS:**

Portland Cement Concrete
Technician 1 (PCCTEC-1)

Transportation Materials
Sampling (TMS)

Materials Coordinator
Training (MCT-D)



Areas of Expertise:

- Construction Management
- Construction Inspection
- Hydrology and Hydraulics
- Floodplain Modeling
- Storm Sewer Design
- Stormwater - Best Management Practices
- Erosion Control - Best Management Practices
- Rural & Urban Road Design
- Land Disturbance Permits

Professional Summary:

Mr. Vivian has 28 years of professional experience as a Civil Engineer. As Project Manager, his responsibilities include designing improvement plans and providing construction management for wide-ranging civil, transportation, and municipal engineering projects varying in size from small subdivisions to large mixed-use developments to roadway reconstructions.

Professional Experience:

STH 28, USH 45 to STH 144 – Washington County, WI: Mr. Vivian provided inspection of the City utilities that were being completed in conjunction with the roadway improvements. He also performed inspection of storm sewer, culverts, grading, paving and MSE wall.

Orchard Road – Village of Germantown, WI: Mr. Vivian served as the Project Leader for the relocation of a stream in the Village of Germantown near the intersection of Donges Bay Road and STH 145. This work was being done in preparation for the construction of a roundabout the following year and included extensive use of native plantings.

Borg Road, Bridge over Swan Creek – Town of Delavan, WI: Mr. Vivian served as the Co-Project Leader for the construction inspection of the Borg Road Bridge in Walworth County. This project was for the removal and replacement of a bridge over Swan Creek.

CTH Y, Pennsylvania/Whitnall Intersections – Milwaukee County, WI: As Project Leader, Mr. Vivian oversaw the replacement of traffic signals at three consecutive intersections.

CTH U, Intersection of CTH U and CTH BB – Milwaukee County, WI: Mr. Vivian served as the Project Leader for a project in Milwaukee County on CTH U that involved traffic signals, widening of turn lanes, and the construction of pedestrian curb ramps.

Mill Street, White River Bridge/Hospital Road, Ore Creek Bridge – Walworth County, WI: As Project Leader, Mr. Vivian worked on two bridge replacement projects in Walworth County that were combined into one contract. The first was for the replacement of a single span bridge over the White River and the second for the replacement of a single span bridge over Ore Creek.

I-794 (Hoan Bridge) – Milwaukee County, WI: Mr. Vivian served as the Design Engineer for bridge deck drainage analysis and design on I-794 located within Milwaukee County.

USH 61 – Grant County, WI: As Design Engineer, Mr. Vivian was responsible for drainage and storm sewer sizing.

STH 76, USH 41 to CTH JJ – Winnebago County, WI: Mr. Vivian served as the Design Engineer for storm sewer, culverts, and erosion control.



THOMAS K. MILES
Senior Civil Engineer

EDUCATION:
B.S., Biological Systems
Engineering
University of Wisconsin
Madison, WI

REGISTRATIONS:
Engineer-in-Training (EIT)

**WISDOT HIGHWAY
TECHNICIAN
CERTIFICATIONS:**
Transportation Materials
Sampling (TMS)



Areas of Expertise:

Roadway Design
C3D Corridors
Hydrology and Hydraulics
Stormwater - Best Management Practices
Erosion Control - Best Management Practices
Water & Wastewater Design
Infrastructure Design
Construction Inspection

Professional Summary:

Mr. Miles is a Senior Civil Engineer responsible for designing, permitting and overseeing construction of municipal and site development projects. His experience includes site grading, clear water, wastewater, stormwater, and roadway design. Mr. Miles is also experienced in providing construction inspection for municipal and private development projects.

Professional Experience:

Yorkville Meadows, STH 20 Improvement – Yorkville, WI: Mr. Miles designed the roadway improvement plans on STH 20 for a proposed subdivision. The improvement plans called for the addition of a right turn lane, left turn lane, bike lane and a new through lane. The permit plan set required pavement markings, signage and traffic control plans. The traffic control plan involved construction staging via traffic control drums and advanced warning signage on the mainline road and side roads.

Area 1 & 2 Flood Mitigation – City of Waukesha, WI: Mr. Miles served as the Lead Project Engineer for the design, permitting, and bidding of the regrading of a ½ mile of ditches adjacent to Rolling Ridge Drive and upsizing seven existing roadway culverts.

Eastside Beltline Sanitary Sewer Relay – City of Waukesha, WI: As Lead Project Engineer, Mr. Miles provided the design and permitting of 2,400 LF of sanitary sewer relay and 1,500 LF of sanitary sewer lining.

Summit Avenue Reconstruction – City of Waukesha, WI: Mr. Miles served as Project Engineer for the design and permitting of 3,400 LF of urban to urban corridor reconstruction including storm sewer and sanitary sewer.

Shores of Delavan – Delavan, WI: Mr. Miles was the Project Engineer for the stormwater and storm sewer design of a 250-lot subdivision for the Shodeen Group. The project involved 11 different BMPs to achieve both water quality and peak flow reductions.

Silver Spring Estates Phase 1 & 2 – Village of Menomonee Falls, WI: Mr. Miles served as the Lead Construction Liaison for the Village of Menomonee Falls during the construction of the Veridian Homes new green home development. He also served as Inspector for the implementation of water main, sanitary sewer, storm sewer, site grading of bio retention facilities, erosion control, and roadway application.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

INNOVATIVE IMPACT

STEVEN A.J. BULLOCK
Civil, Survey & Construction
Technician III

EDUCATION:
A.S., Structural & Architectural
Technician
Gateway Technical College
Elkhorn, WI



Areas of Expertise:

- Civil Drafting & Design
- Survey Drafting
- Construction Inspection
- Construction Documentation

Professional Summary:

Mr. Bullock drafts, designs, and manages construction for a wide variety of surveys, civil projects, and roadway projects. He is well versed in local roadway, municipal, and commercial projects. He strives to utilize years of drafting and design experience to ensure the construction inspection process goes as smoothly as possible, emphasizing communication, coordination, quality, and transparency during the process.

Professional Experience:

Clayton & Bellview Roadway & Utility Reconstruction – East Troy, WI: Mr. Bullock served as the on-site Resident Project Inspector for the Clayton-Bellview reconstruction project. The project included watermain upsizing and relay, sanitary sewer lining, and conversion from a rural road section to an urban section with storm sewer and curb & gutter.

East Troy Sidewalk Project 2019 – East Troy, WI: Mr. Bullock was the on-site Construction Inspector for the project. This project involved the construction of nearly a mile of sidewalk throughout the Village of East Troy. Mr. Bullock oversaw all aspects of the construction and worked hand-in-hand with the Village and contractor during many design changes throughout the project.

Village of East Troy Historic Downtown – East Troy, WI: Mr. Bullock worked closely with lead engineers and the Village representative to draft and design the reimagined downtown traffic square in the Village. This included the redesign and layout of the traffic flow in the surrounding area, redesign of pedestrian crossings, sidewalks, and landscaping as well as the relocation of utilities in the area.

Lake Geneva Mobil Gas Station – Lake Geneva, WI: Mr. Bullock developed engineering plans for the layout and design of the site, as well as completed required drainage and stormwater calculations. He also coordinated with the Owner, City, and utility companies during the planning process.

Buena Vista Shoreline Stabilization & Restoration – Fontana-on-Geneva-Lake, WI: Mr. Bullock was the on-site Construction Inspector for the project. This project consisted primarily of the stabilization and addition of drainage improvements on the Geneva Lake path in the Buena Vista community. Mr. Bullock oversaw all aspects of construction including the construction of a 16' high retaining wall, the installation and replacement of shoreline utilities, drainage, and grading.

Townline Road & Boat Launch – Town of Troy, WI: Mr. Bullock was the on-site Construction Inspector for the project, which entailed raising a stretch of the existing road approximately 2 feet at the highest point. A new boat ramp was constructed to match the new road elevation, extending farther into the water to improve the boat launching operation. Existing driveway connections to Townline Road were revised seamlessly to maintain easy access to homeowners' properties. Mr. Bullock worked closely with the WDNR, Town of Troy, and the contractor to ensure the project was a success.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

INNOVATION THROUGH EXCELLENCE

The YouTube channel “City of Franklin WI” will be live streaming the Plan Commission meeting so that the public will be able to watch and listen to the meeting.

<https://www.youtube.com/channel/UC8tEtPPK3JPRd51pTjTjK-w/featured>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 1, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements – Casper T. Green Proclamation.
- C. Approval of Minutes: Regular Common Council Meeting of November 17, 2020.
- D. Hearings.
- E. Organizational Business: Mayor has made the Following Appointment for Council Confirmation - Ken Humont, 7119 W. Jordan Ct., Ald. Dist. 5 – Board of Zoning and Building Appeals, for a 3 year unexpired term expiring April 30, 2022.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Recommendations for a Comprehensive Outdoor Sound Study – PDD 37 (Ball Park Commons).
 - A Resolution Confirming the Designation of Trustee to the City of Franklin Defined Contribution Retirement Plan Held Through Principal Financial Group.
 - A Resolution to Award 2020 Replacement of Department of Public Works HVAC System (7979 W. Ryan Road) to Mid City Corporation for \$20,960.
 - A Resolution to Enter a Lease with James Imaging Systems, Inc. for Copiers in the Engineering and Planning Departments.
 - Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 - A Resolution Naming the City of Franklin City Hall Community Room the Casper T. Green Community Room.

Common Council Meeting Agenda

December 1, 2020

Page 2

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, 2021, with JSA Environmental, Inc.

MLG Investments Concept Review (PDD 39 – 3548 West South County Line Road).

A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a 4,480 Square Foot Detached Garage Use Upon Property Located at 8930 South 116th Street (Paul E. Marshall, Applicant).

Confirmation of Dina Swanson as Citizen Non-Voting Member for the Quarry Monitoring Committee.

A Resolution to Authorize an Agreement with Lynch & Associates-Engineering Consultants, LLC for Construction Engineering Services Related to the Construction of 2020 Marquette Avenue Road in the Amount of \$123,410.50.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of December 1, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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 3	Plan Commission Meeting	7:00 p.m.
December 15	Common Council Meeting	6:30 p.m.
December 17	Plan Commission Meeting	7:00 p.m.
December 24 & 25	Christmas Observance	City Hall Closed
December 31 & January 1	New Years Eve Observance	City Hall Closed

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 1, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE EQUIPMENT REPLACEMENT FUND TO PROVIDE \$9,500 OF ADDITIONAL APPROPRIATIONS FOR 13 SPARE SELF CONTAINED BREATHING APPARATUS BOTTLES FUNDED BY A GRANT	ITEM NUMBER <i>6.7.</i>

Background

The Fire Department received confirmation of an additional grant to fund 13 spare Self Contained Breathing Apparatus bottles. The Grant will fund 90% of the expenditure.

In 2019 the City spent \$233,417 to replace the SCBA equipment. The City received an unbudgeted grant for \$178,624 related to that purchase. The Grant award was for a large amount, such that the City can purchase 13 additional bottles with 90% funding. However, there are no available 2020 appropriations to purchase additional bottles.

The Budget Amendment will provide the authority to purchase the 13 spare bottles 90% funded by the additional Grant, which will provide \$8,550 of additional resources and \$9,500 of additional appropriations. There is fund balance available for the \$950 expenditure.

Recommendation

Staff recommends adoption of the proposed 2020 Budget Amendment to fund this purchase.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2020 - ____ an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Equipment Replacement fund to provide \$9,500 of additional appropriations for 13 spare self contained breathing apparatus bottles funded by a grant

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE EQUIPMENT REPLACEMENT FUND TO PROVIDE \$9,500 OF ADDITIONAL APPROPRIATIONS FOR 13 SPARE SELF CONTRAINED BREATHING APPRARATUS BOTTLES FUNDED BY A GRANT

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the Fire Department has been awarded an additional \$8,550 grant for 13 spare Self Contained Breathing Apparatus bottles; and

WHEREAS, in 2019 the Fire Department replaced the Self Contained Breathing Apparatus equipment with a similar grant; and

WHEREAS, the 2020 Equipment Replacement Fund does not contain any appropriations for additional bottles.

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

Section 1 That a 2020 Budget for the Equipment Replacement Fund be amended as follows:

Equipment Replacement Fund		
Intergovenmental Grant Rev	Increase	8,550
Safety Equipment	Increase	9,500

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

Catherine Heder

From: Adam Remington
Sent: Friday, October 2, 2020 9:37 AM
To: Catherine Heder
Subject: FW: Amendment approved FY 2018 Assistance to Firefighters Grants grant number EMW-2018-FO-00343

From: FEMA GO [mailto:no-reply@fema.dhs.gov]
Sent: Wednesday, September 30, 2020 7:07 AM
To: Adam Remington
Cc: Paul Rynders; phays@franklinwi.gov; Mark Luberd
Subject: Amendment approved: FY 2018 Assistance to Firefighters Grants grant number EMW-2018-FO-00343

Your amendment request for EMW-2018-FO-00343 has been approved. Your grant has been amended in the FEMA GO system. Please go to <https://go.fema.gov> to view your amendment package.

The Assistance to Firefighters Grants grant program provided the following comments on your amendment request:

Dear Grant Recipient This letter is written in response to your amendment request to modify the grant's scope of work. Your request to use excess funds was reviewed by the Program and Grants Office and is hereby approved in the amount of \$9,500.00 to purchase 13 spare SCBA bottles, all other terms and conditions of the grant remain unchanged. If you have questions about this amendment, feel free to give me a call or send me an email. Please save a copy of this letter in your grant file along with copies of all grant-related bids, quotes, purchase receipts, vouchers, etc. Please feel free to contact me if you have any questions or concern. Thank you
Annette Robinson Preparedness Officer | Assistance to Firefighters Grant Program 202.786.9626 - office
202.445.6612 - cell email: annette_robinson2@fema.dhs.gov

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 1, 2020
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD 2020 REPLACEMENT OF DPW HVAC SYSTEM (7979 W. RYAN ROAD) TO MID CITY CORPORATION FOR \$20,960	ITEM NUMBER G. 8.

BACKGROUND

On October 6, 2020, Common Council authorized staff to publicly bid a contract for replacement of DPW heating and cooling (HVAC) systems. Bids were received on November 19, 2020.

ANALYSIS

Three bidders submitted bids. However, a bid from Zien Mechanical was rejected because the bid did not comply with the bid bond requirements outlined in the advertisement and instructions for bidders.

The other two bids were as follows:

Item Description	UofM	Quantity	Mid City Corporation		Southport Heating Plumbing Geothermal	
			Unit Price	Extension	Unit Price	Extension
				\$20,960.00		\$24,790.00
120,000 BTU Furnace	EA	2	\$5,980.00	\$11,960.00	\$4,824.00	\$9,648.00
5 Ton Air Conditioner	EA	2	\$4,500.00	\$9,000.00	\$7,571.00	\$15,142.00
				\$20,960.00		\$24,790.00

Staff checked references for Mid City Corporation and heard glowing recommendations.

A few weeks ago during a storm, the current heating units went down and needed significant band aid repairs to bring it back to life. The system is at the end of its useful life.

OPTIONS

Award contract to Mid City Corporation

FISCAL NOTE

There is \$29,000 in the 2020 budget (Fund 41) for this project.

COUNCIL ACTION REQUESTED

Resolution 2020-_____ a resolution to award 2020 replacement of DPW HVAC system to Mid City Corporation for \$20,960.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AWARD 2020 REPLACEMENT OF DPW HVAC SYSTEM
(7979 W. RYAN ROAD) TO MID CITY CORPORATION FOR \$20,960

WHEREAS, the City of Franklin advertised and solicited bids for the replacement of the HVAC system at the DPW facility located at 7979 W. Ryan Road; and

WHEREAS, three bids were received. One of those bids was nonresponsive and the other two bids were found responsive; and

WHEREAS, the lowest responsive bidder was Mid City Corporation of Brookfield, WI with a bid of \$20,960.00; and

WHEREAS, Mid City Corporation is a qualified mechanical contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$20,960.00 to Mid City Corporation.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, Mid City Corporation be awarded the contract for the 2020 Replacement of DPW HVAC System

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with DF Tomasini Contractors, Inc. on behalf of the City.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 1, 2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">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, 2021, with JSA Environmental, Inc.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 16 years. The last annual contract expires December 31, 2020. Attached is a draft contract to renew the terms of the 2020 agreement for 2021; (mileage charge cost is the same as for 2020; the Administrative Service Fee charged on each client invoice is being increased from \$50.00 to \$55.00; the hourly rates [that JSA has stated over the years have not changed since 2008] are being 'increased' as follows: Principal Engineer [the former Project Manager is now the Principal Engineer and the Project Manager category is deleted] rate is now \$95.00, up from \$85.00 as Project Manager [though the Principal Engineer position rate was previously at \$120.00], Administration from \$50.00 to \$55.00 and Engineering Technician from \$50.00 to \$55.00); and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt 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, 2021, with JSA Environmental, Inc.



November 19, 2020

Project No: 1036.10066
Jesse Wesolowski, Esq
Attorney to the City of Franklin
11402 W. Church Street
Franklin, Wisconsin 53132

Re: 2021 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008, however this year we will be raising our rates for all clients. The City of Franklin is still a Legacy Client and as such receives a discounted rate of over 60%. These standard and legacy rates and conditions are attached.

Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff.

Our Principal Engineer, as of June 2018, supplies the majority of services to the City of Franklin. He now has 15 years of experience auditing the operation and reviewing the design of the WMWI Metro Facility as well as 30 years total experience in environmental engineering and consulting.

I, as Principal Engineer, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Jo-Walter Spear, Jr.', is written over a horizontal line.

Jo-Walter Spear, Jr., P.E., S.C. JSA Environmental, Principal Engineer

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee, reports to the City of Franklin shall be to the City Clerk, and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2021, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV 24 B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT, provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A Limit of General/Commercial Liability	\$1,000,000 00
B Automobile Liability, Bodily Injury/Property Damage	\$1,000,000 00
C Worker's Compensation and Employer's Liability	Statutory
D Professional Liability	\$1,000,000 00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc or any of its subsidiaries No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc within two years of this AGREEMENT shall be

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

assigned to work under this AGREEMENT

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT in a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

hereinafter called "changes") in the Services CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

CLIENT and has no third party beneficiaries

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes, log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT No extension of time will be considered for weather conditions normal to the area in which the Services are being performed Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2021 This term may be extended by mutual consent of both parties

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to

For the CLIENT

For the CONSULTANT

JSA Environmental, Inc

2410 N Palmer Street

Milwaukee, WI 53212

ATTN Jo-Walter Spear, Jr , P E

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT Attachment A

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the ____ day of December, 2020

Approved for JSA Environmental, Inc.

Accepted for City of Franklin

By _____

By _____

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

Name Jo-Walter Spear, Jr., P E

Title Project Manager

Date _____

Name Stephen R. Olson

Title Mayor

Date _____

By _____

Name Sandra L. Wesolowski

Title City Clerk

Date _____

By _____

Name Paul Rotzenberg

Title Director of Finance & Treasurer

Date _____

Approved as to form

By _____

Name Jesse A. Wesolowski

Title City Attorney

Date _____

JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Rates and Conditions
 For Legacy Clients
 2021**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$ 95.00
Administration	\$ 55.00
Engineering Technician	\$ 55.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.65 for color letter sized. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$55.00 Administrative Services Fee to recover accounting and billing costs

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

RESOLUTION NO. 2020-_____

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, 2021, WITH JSA ENVIRONMENTAL, INC.

WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2021, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2020, be further extended to December 31, 2021, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

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

RESOLUTION NO. 2020-_____
Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 1, 2020
Reports & Recommendations	RESOLUTION TO ENTER A LEASE WITH JAMES IMAGING SYSTEMS, INC. FOR COPIERS IN THE ENGINEERING AND PLANNING DEPARTMENTS	ITEM NO. <i>G.10.</i>

BACKGROUND

The current leases for copiers in the Engineering and Planning Departments are set to expire February 1, 2021, and February 8, 2021, respectively. The current leases are with Office Copying Equipment, LLC and almost all other copiers in the City are leased from James Imaging Systems. For software and hardware consistency across all departments, Staff requested new Engineering and Planning quotes from James Imaging Systems, Inc.

ANALYSIS

These quotes reflect National Association of State Procurement Officials (NASPO) pricing so equivalent copiers would be priced identical regardless of vendor. James Imaging Systems has performed well with other equipment leased and located throughout the City facilities.

There are 48-month and 60-month lease options. Staff recommends that this equipment be leased for 60 months. A comparison of the quotes are as follows:

Department	\$/48-month	\$/60-month	\$/B&W copy	\$/Color copy
Engineering	\$197.10	\$164.56	\$0.0060	\$0.0350
Planning	\$140.81	\$117.56	\$0.0083	\$0.0440

The Engineering proposal is more expensive than the Planning proposal because the equipment is faster (50 pages per minute verses 30), has more trays for paper stock, and includes faxing capabilities. The additional \$/copy includes service to provide all parts, labor, toner, and service calls.

This past year, the Engineering and Planning departments have averaged about 5,500 and 6,500 copies per month, respectively.

OPTIONS

- A. Sign a 5-year lease with James Imaging
- B. Sign a 4-year lease with James Imaging
- C. Other direction to Staff

FISCAL NOTE

Approved 2021 budgets consider leasing copying equipment for each department. New Accounting rules require the total of all lease term payments to be recorded as the expenditure when a lease is entered into. So whether the equipment is leased OR purchased, the TOTAL of all payments or purchase price becomes the expenditure.

RECOMMENDATION

(Option A) Resolution 2020-_____, a resolution to enter a 5-year lease with James Imaging Systems Inc. for copiers in the Engineering and Planning Departments for \$164.56 and \$117.56, per month, respectively.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO ENTER A LEASE WITH
JAMES IMAGING SYSTEMS, INC. FOR COPIERS IN THE
ENGINEERING AND PLANNING DEPARTMENTS

WHEREAS, the City of Franklin leases copiers for many uses and departments; and

WHEREAS, James Imaging Systems, Inc. provides many of these leases and has performed well as a vendor for providing and servicing related equipment; and

WHEREAS, James Imaging has quoted prices to Franklin through a competitive bid process with National Association of State Procurement Officials (NASPO).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, James Imaging Systems, Inc. be awarded five-year contracts to supply and service copiers in the Engineering and Planning departments.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with James Imaging Systems, Inc. on behalf of the City.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JAMES

IMAGING SYSTEMS

3375 Intertech Dr , Brookfield, WI 53045 • Tel 262 781 7700 • Fax 262 781 9900

Glen Morrow

City of Franklin - Engineering

9229 W Loomis Road

Franklin, WI 53132

Monday, November 23, 2020

EQUIPMENT PROPOSED-REVISE WITH OCR

Item	Description	NASPO Price	48 Month FMV	60 Month FMV
ES5015AC	50 PPM Color MFP	\$5,805.00	\$138.28	\$115.46
MR4000	Dual Scan Doc Feed	\$566.00	\$13.48	\$11.26
MY1048	Paper Ped/3rd tray	\$137.00	\$3.26	\$2.72
KD1058	Paper Ped/4th tray	\$245.00	\$5.84	\$4.87
MJ1042B	Inner Finisher	\$440.00	\$10.48	\$8.75
GD1370N	Fax	\$287.00	\$6.84	\$5.71
GS1080	OCR Embedded	\$504.00	\$12.01	\$10.02
XGPC515D	Power Filter (req'd)	\$290.00	\$6.91	\$5.77
		\$8,274.00	\$197.10	\$164.56

B&W CPC	\$0.0060
Color CPC	\$0.0350

Pricing Includes Delivery/Install/Networking
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MAINTENANCE AND SUPPLIES

The maintenance agreement for this proposal includes

- All parts, labor, toner and service calls
- 4-hour response time in the metro area

Thank you for this opportunity If you have any questions, please contact me at (262) 781-7700 or tkotlarek@jamesimaging.com



3375 Intertech Dr., Brookfield, WI 53045 • Tel 262 781 7700 • Fax 262 781 9900

Gail Olsen
City of Franklin - Planning Department
Monday, November 23, 2020

Please see below the proposed equipment and financials we discussed

EQUIPMENT PROPOSED REVISED WITH OCR

Item	Description	NASPO Price	48 Month FMV	60 Month FMV
ES3015AC	30 PPM Color MFP	\$3,792.00	\$90.33	\$75.42
MR4000B	Dual Scan Doc Feed	\$566.00	\$13.48	\$11.26
KD1058B	Paper Ped/3rd tray	\$245.00	\$5.84	\$4.87
Stand5005	Stand	\$74.00	\$1.76	\$1.47
MJ1042B	Inner Finisher	\$440.00	\$10.48	\$8.75
GS1080	OCR Embedded	\$504.00	\$12.01	\$10.02
XGPC515D	Power Filter (req'd)	\$290.00	\$6.91	\$5.77
		\$5,911.00	\$140.81	\$117.56

B&W CPC	\$0.0083
Color CPC	\$0.0440

Pricing Includes Delivery/Install/Networking

MAINTENANCE AND SUPPLIES

The maintenance agreement for this proposal includes:

- All parts, labor, toner and service calls.
- 4-hour response time in the metro area

Thank you for this opportunity. If you have any questions, please contact me at (262) 781-7700 or tkotlarek@jamesimaging.com.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 1, 2020
REPORTS & RECOMMENDATIONS	October 2020 Monthly Financial Report	ITEM NUMBER <i>G, 11.</i>

Background

The October, 2020 Financial Report is attached.

The Finance Committee reviewed these statements at the November 24, 2020 Finance Committee meeting and recommends acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.

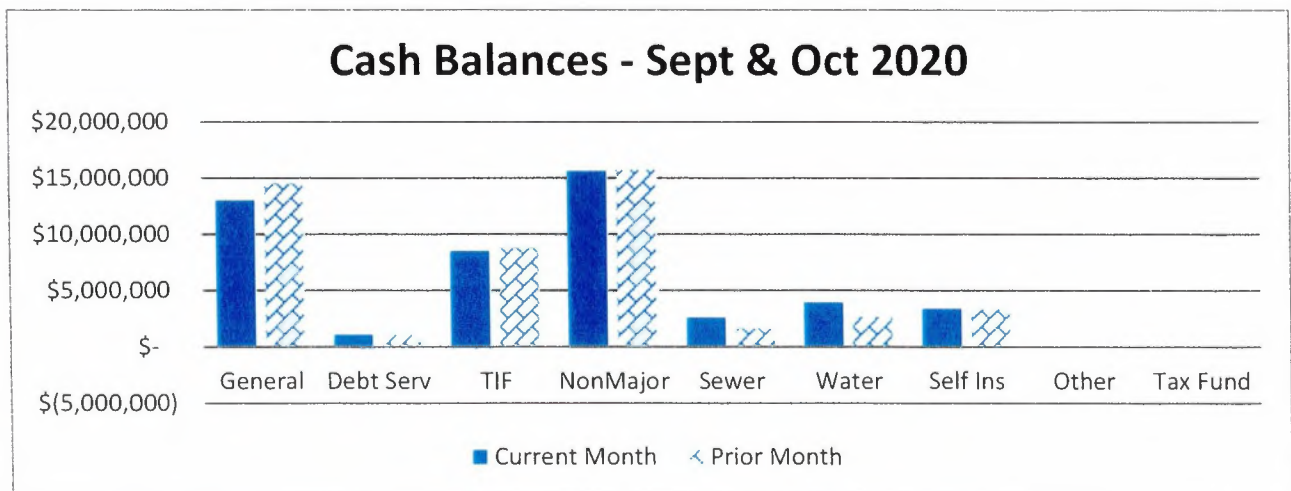


Date: November 19, 2020
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer
 Subject: October 2020 Financial Report

The October, 2020 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. While return potential is not ignored, investment returns are secondary in the investment decisions. Cash & Investments in the Governmental Funds totaling \$38.2 million decreased \$1.9 million since last month. Gen Fund decreased \$1.5 million on operating expenditures, and Utility Funds increased \$2.2 million collecting the Sept quarterly billing. Much of these collections will be paid out in October.



Short term investment returns plummeted to 0.15% in late summer from 1.6% in January. That has cut investment returns by 90%. To help mitigate that decline, \$3 million in short term holdings were converted in May to 6-18 month CD's locking in rates from 0.5 to 1.15%.

GENERAL FUND revenues of \$25.1 million are even to budget. Increases in Licenses & Permits have offset the shortfalls in Fines and Ambulance resources. As noted above, investment results are less than budget, with unrealized gains on investments offsetting much of the interest income decline.

The Pandemic has had impacts on Gen Fund Resources, reducing Ambulance fees, fines & forfeitures and investment earnings. This shortfall has totaled \$345,000 thru October.

Year to Date expenditures of \$21.5 million are \$2.5 million less than budget. Several vacant positions in Public Safety and Public Works have reduced labor costs, which has more than offset the extra costs incurred for the Pandemic. Some Pandemic costs are now reflected in the Grants Funds as they are covered by a Federal Grant.

The Common Council authorized \$250,000 of Contingency in March to address the Pandemic Emergency. Most of the pandemic operating costs are being absorbed by CARES Act funding. However, vacant positions are also driving the reduced spending. More information on CARES Act grant funding will be forthcoming after the early November final claim.

Additional resources will be needed in Elections to handle the tsunami of mail ballots. While the City received a Grant thru the CARES ACT to aid the added elections costs. Thru Oct, Elections costs of \$72,500 nearly match the entire year's budget of \$86,900. However, a reclass of the \$24,500 CARES Elections grant has not been recorded yet, but neither has the November 2 Election day costs been incurred as yet. Be on alert for a budget amendment to consider these extra costs as they become clearer.

A \$3.6 million surplus is \$2.3 million greater than budget. That surplus is primarily related to under spending. Staff is projecting a 2020 surplus, however, it will be much smaller than the current one, as nearly all the 2020 resources have been received, while two months of operating costs are yet to be incurred.

2020 Landfill Siting Resources were budgeted to be \$2.7 million spread across multiple funds. Early in the year, these resources were operating at a much lower rate, such that the 2020 Landfill Siting resource budget was lowered to \$1.6 million. Since that amendment, receipts have increased. Expectations are now that Landfill Siting resources will approximate \$2.3 million. Any additional resources are being credited to the Capital Improvement Fund.

DEBT SERVICE – Debt payments were made March 1 and Sept 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts – In general 2020 TID performance is spending down the 2019 bond resources to fund project costs. TID fund balances have declined \$18.8 million in 2020, principally reflecting the \$6.9 million of project costs in TID 4, the \$4 million refunding in TID 5, \$5.0 million of project

costs in TID6 and the \$4.5 million mortgage in TID7. A \$1.6 million TID deficit reflects the \$4.2 million of Advances to TIDs for near term funding needs.

TID 3 – The 2020 increment was collected and the TID retired \$650,000 of debt along with a \$760,000 Municipal Revenue Obligation payment. The TID moved to a surplus in mid-summer when state shared revenues were received. TID3's expenditure period closed in June 2020.

TID 4 – The 2020 increment was collected. The City committed to \$7 million of infrastructure costs to begin the business park development, nearly \$6 million has been spent. A \$2.5 million Development Fund Advance financed the project costs. The annual \$1.1 million increments will rapidly repay this advance starting in 2021. The TID 4 expenditure period closed in June 2020.

TID 5 – The 2020 Increment was collected. A \$4 million portion of the 2018 NAN was refunded in March. With favorable interest rates, the final \$9.8 million balance on the 2018 NAN is expected to be refunded in December, 2020.

TID 6 – Considerable work has been done on the southwest business park. The Developer has now drawn \$4.6 million of infrastructure costs. The City committed to pay \$9 million of those costs, and Bonded \$6 million in Feb 2019, nearly all of that financing has now been drawn. A further \$3 million Bond to finance the remaining infrastructure will be sold in November.

TID 7 – Mortgage advances totaling all \$4.5 million have been made and reflected as a Grant and as a Deferred Inflow. Minimal additional project costs are expected. The \$1.3 million current deficit reflects the \$1.5 million advance from the Self Insurance Fund to fund a portion of the mortgage note. It's anticipated that this will be repaid in 18-24 months when the Developer gets his permanent financing.

SOLID WASTE FUND – Activity is occurring as budgeted.

CAPITAL OUTLAY FUND – All the 2020 resources have now been received.

Some of the Muni Building projects have not been initiated as yet. The Police have ordered the three squads authorized for 2020. While Highway has spent \$41,000 on trees and ordered the salt spreader. Muni building projects are nearly done. The Ken Wendell pavilion repair project has not begun yet.

EQUIPMENT REPLACEMENT FUND – The 2020 resources have been received. A \$178,000 grant related to the Fire Dept SCBA purchase in 2019 was received, enhancing resources.

All of the 2020 budgeted equipment has now been ordered. The fund has significant fund balance to call upon in the short term for future replacements.

STREET IMPROVEMENT FUND – 2020 Resources have been received at this point. General Transportation Aids fund 70% of this program. GTA's were a little better than anticipated in 2020. The 2020 program is substantially complete.

CAPITAL IMPROVEMENT FUND – A revised formatted report reflecting spending by project is attached as a second page

Resources consist of \$608,000 from MMSD on the Rawson Homes project, but nothing yet on the Odor Control expenditures many of which occurred in 2019 Landfill Siting resources of \$252,000 are more than the reduced revised budget

The City Hall HVAC project is complete The Indoor Shooting range project is also complete, and commitments have been made on the Fire Station Alerting system The Community Development software has been ordered and scheduled for install starting in January, 2021

The 68th Street project is nearly done, and additional progress on the Odor Control project

Park projects are in various stages, with the Pleasant View pavilion nearly complete A contract to design the 116th St trail was awarded, and a \$325,000 purchase of park land

DEVELOPMENT FUND – Resources are falling behind 2019 and expectations. This may signal a slow down in development activity as none of the larger 2020 developments have started yet No large permit has been pulled so far in 2020

The March 1 debt payments were fully funded in 2020 for the first time in several years, and those transfers out to the Debt Service fund were made As the park projects are getting completed, park impact fees are transferring to the Capital Improvement Fund. Park Impact fees have now been spent thru December, so the rebate period has been delayed until early 2021 Commitments on other park projects extend Park Impact Fee usage even further Schedules are attached

Water impact fees have been pledged to developers with payments over the next several years

There are now \$5.2 million of park impact fees on hand and \$2.7 million water impact fees The acceptance of the Loomis Road water main represents the \$213,000 of water impact fee usage Acceptance of the Ryan Manor mains committed a further \$317,130 of water impact fees The holding period for these fees continues to be an issue Schedules are included that address both of these fees

UTILITY DEVELOPMENT FUND – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments

SELF INSURANCE FUND – Resources are approximately on plan, as participation has remained steady compared to 2019

Benefit payments declined sharply in April/May, and while having returned to more normal levels, the April/May costs were not delayed to later months The Public Health Emergency has delayed some elective procedures, further delaying costs Summer claim costs returned to normal The plan has an unexpected \$787,000 surplus, when a deficit was planned for 2020, raising the fund balance to over \$3.27 million

October 2020
Financial report

RETIREE HEALTH FUND – The plan has a \$78,000 surplus thru October as compared to a \$76,000 deficit in 2019. While resources have remained relatively constant, plan benefits have declined dramatically compared to 2019 and actuarial expectations.

Investment returns continue very poor, with the plan experiencing a loss of \$37,000 thru October, when a \$380,000 gain might have been expected. Investment results are rather variable, and 2020 has been a challenging year especially with the Pandemic adversely impacting the markets.

City of Franklin
Cash & Investments Summary
October 31, 2020

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 2,244,949	\$ 5,025,363	\$ 2,463,295	\$ 3,286,071	\$ 13,019,678	\$ 14,535,565
Debt Service Funds	21,476	1,041,964	-	-	1,063,440	1,063,596
TIF Districts	80,622	7,730,001	672,655	-	8,483,278	8,778,166
Nonmajor Governmental Funds	777,184	5,942,467	8,901,264	-	15,620,915	15,728,211
Total Governmental Funds	3,124,231	19,739,795	12,037,214	3,286,071	38,187,311	40,105,538
Sewer Fund	697,737	1,877,970	-	-	2,575,707	1,625,633
Water Utility	21,794	1,459,607	2,429,628	-	3,911,029	2,621,319
Self Insurance Fund	400	509,836	2,876,277	-	3,386,513	3,327,568
Other Designated Funds	14,517	-	-	-	14,517	7,036
Total Other Funds	734,448	3,847,413	5,305,905	-	9,887,766	7,581,555
Total Pooled Cash & Investments	3,858,679	23,587,208	17,343,119	3,286,071	48,075,077	47,687,093
Property Tax Fund	(11,886)	7,130	-	-	(4,757)	65,184
Total Trust Funds	(11,886)	7,130	-	-	(4,757)	65,184
Grand Total Cash & Investments	3,846,792	23,594,338	17,343,119	3,286,071	48,070,320	47,752,277
Average Rate of Return		0 15%	1 98%	0 10%		
Maturities:						
Demand	3,846,792	20,349,338	8,024	3,286,071	27,490,225	25,143,179
Fixed Income & Equities						
2020 - Q4	-	500,000	2,515,965	-	3,015,965	5,021,249
2021 - Q1	-	1,245,000	2,010,937	-	3,255,937	3,259,531
2021 - Q2	-	1,000,000	2,022,442	-	3,022,442	3,025,874
2021 - Q3	-	-	1,017,969	-	1,017,969	1,019,688
2021 - Q4	-	500,000	4,574,556	-	5,074,556	5,081,394
2022	-	-	4,675,011	-	4,675,011	4,682,249
2023	-	-	518,216	-	518,216	519,115
	3,846,792	23,594,338	17,343,119	3,286,071	48,070,320	47,752,277

City of Franklin
2020 Financial Report
General Fund Summary
For the Ten months ended October 31, 2020

Revenue	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,005,700	\$ 19,005,700	\$ 19,001,479	\$ 19,001,867	\$ 388
Other Taxes	685,900	685,900	440,046	408,040	(32,006)
Intergovernmental Revenue	1,746,400	1,746,400	1,286,638	1,294,847	8,209
Licenses & Permits	903,200	903,200	765,124	926,604	161,480
Law and Ordinance Violations	546,000	546,000	464,382	324,823	(139,559)
Public Charges for Services	2,527,300	2,351,900 A	1,851,543	1,684,897	(166,646)
Intergovernmental Charges	182,000	182,000	112,157	113,683	1,526
Investment Income	343,580	343,580	292,798	253,434	(39,364)
Miscellaneous Revenue	139,250	139,250	121,793	180,206	58,413
Transfer from Other Funds	1,050,000	1,050,000	917,030	896,000	(21,030)
Total Revenue	\$ 27,129,330	\$ 26,953,930	\$ 25,252,990	\$ 25,084,401	\$ (168,589)

Expenditures	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,341,482	\$ 3,445,418 A	\$ 2,933,643	\$ 2,502,566 E	\$ 431,077
Public Safety	18,446,978	18,676,438	15,752,489	14,820,454 E	932,035
Public Works	4,151,677	4,906,734 A	3,924,623	2,865,865 E	1,058,758
Health and Human Services	737,635	737,635	614,684	575,690	38,994
Other Culture and Recreation	234,448	234,448	193,723	213,169 E	(19,446)
Conservation and Development	619,400	716,294 A	582,914	501,864 E	81,050
Contingency and Unclassified	1,487,500	1,322,315 A	220,030	- E	220,030
Anticipated underexpenditures	(315,000)	(315,000)	(262,500)	-	(262,500)
Transfers to Other Funds	524,000	524,000	22,581	-	22,581
Encumbrances	-	-	-	-	-
Total Expenditures	\$ 29,228,120	\$ 30,248,282	\$ 23,982,187	\$ 21,479,608	\$ 2,502,579
Excess of revenue over (under) expenditures	(2,098,790)	(3,294,352)	<u>\$ 1,270,803</u>	3,604,793	<u>\$ 2,333,990</u>
Fund balance, beginning of year	7,928,519	7,928,519		8,633,754	
Fund balance, end of period	<u>\$ 5,829,729</u>	<u>\$ 4,634,167</u>		<u>\$ 12,238,547</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
Debt Service Funds
Balance Sheet
October 31, 2020 and 2019

	<u>2020</u> <u>Special</u> <u>Assessment</u>	<u>2020</u> <u>Debt</u> <u>Service</u>	<u>2020</u> <u>Total</u>	<u>2019</u> <u>Special</u> <u>Assessment</u>	<u>2019</u> <u>Debt</u> <u>Service</u>	<u>2019</u> <u>Total</u>
Assets						
Cash and investments	\$ 787,798	\$ 275,642	\$ 1,063,440	\$ 740,131	\$ 269,596	\$ 1,009,727
Special assessment receivable	30,255	-	30,255	58,474	-	58,474
Total Assets	<u>\$ 818,053</u>	<u>\$ 275,642</u>	<u>\$ 1,093,695</u>	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 30,255	\$ -	\$ 30,255	\$ 58,474	\$ -	\$ 58,474
Unassigned fund balance	787,798	275,642	1,063,440	740,131	269,596	1,009,727
Total Liabilities and Fund Balance	<u>\$ 818,053</u>	<u>\$ 275,642</u>	<u>\$ 1,093,695</u>	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	<u>2020</u> <u>Special</u> <u>Assessment</u>	<u>2020</u> <u>Debt</u> <u>Service</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Original</u> <u>Budget</u>	<u>2019</u> <u>Special</u> <u>Assessment</u>	<u>2019</u> <u>Debt</u> <u>Service</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,291	-	6,291	65,000	5,729	-	5,729
Investment Income	13,877	3,979	17,856	12,000	20,068	10,129	30,197
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>20,168</u>	<u>1,103,979</u>	<u>1,124,147</u>	<u>1,177,000</u>	<u>25,797</u>	<u>1,310,129</u>	<u>1,335,926</u>
Expenditures:							
Debt Service							
Principal	-	1,425,000	1,425,000	1,387,500	-	1,405,000	1,405,000
Interest	-	150,818	150,818	199,132	-	134,137	134,137
Bank Fees	-	1,400	1,400	1,140	-	1,200	1,200
Total expenditures	<u>-</u>	<u>1,577,218</u>	<u>1,577,218</u>	<u>1,587,772</u>	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>
Transfers in	-	397,950	397,950	453,682	-	231,419	231,419
Transfers out	-	-	-	(600,000)	-	-	-
Net change in fund balances	20,168	(75,289)	(55,121)	(557,090)	25,797	1,211	27,008
Fund balance, beginning of year	<u>767,630</u>	<u>350,931</u>	<u>1,118,561</u>	<u>1,118,561</u>	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>
Fund balance, end of period	<u>\$ 787,798</u>	<u>\$ 275,642</u>	<u>\$ 1,063,440</u>	<u>\$ 561,471</u>	<u>\$ 740,131</u>	<u>\$ 269,596</u>	<u>\$ 1,009,727</u>

Consolidating TID Funds
Balance Sheet
October 31, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Assets							
Cash & investments	\$ 1,165,274	\$ 1,269,336	\$ 450,996	\$ 5,191,990	\$ 425,582	\$ (19,902)	\$ 8,483,276
Accounts & mortgage receivable	-	-	-	-	4,500,000	-	4,500,000
Total Assets	\$ 1,165,274	\$ 1,269,336	\$ 450,996	\$ 5,191,990	\$ 4,925,582	\$ (19,902)	\$ 12,983,276
Liabilities and Fund Balance							
Accounts payable	\$ -	\$ 229,892	\$ 2,476	\$ 4,735,536	\$ -	\$ 3,710	\$ 4,971,614
Accrued liabilities	865,126	-	-	-	-	-	865,126
Deferred inflow	-	-	-	-	4,500,000	-	4,500,000
Advances from other funds	-	2,500,000	-	-	1,745,000	-	4,245,000
Total Liabilities	865,126	2,729,892	2,476	4,735,536	6,245,000	3,710	14,581,740
Assigned fund balance	300,148	(1,460,556)	448,520	456,454	(1,319,418)	(23,612)	(1,598,464)
Total Liabilities and Fund Balance	\$ 1,165,274	\$ 1,269,336	\$ 450,996	\$ 5,191,990	\$ 4,925,582	\$ (19,902)	\$ 12,983,276

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Revenue							
General property tax levy	\$ 1,401,748	\$ 1,138,802	\$ 721,361	\$ -	\$ -	\$ -	\$ 3,261,911
Payment in lieu of taxes	-	73,889	91,560	-	-	-	165,449
State exempt aid	510,053	53,732	12,883	-	-	-	576,668
Investment & misc income	8,507	72,350	29,070	27,948	129,121	-	266,996
Total revenue	1,920,308	1,338,773	854,874	27,948	129,121	-	4,271,024
Expenditures							
Debt service principal, interest & fees	\$ 745,265	\$ -	\$ 4,842,375	\$ 220,100	\$ 115,255	\$ -	\$ 5,922,995
Administrative expenses	6,050	26,000	6,050	26,468	6,050	1,016	71,634
Professional services	750	721,307	37,871	180,333	9,479	22,596	972,336
Capital outlays	-	7,271,097	-	4,586,443	166,663	-	12,024,203
Development incentive & obligation payments	760,005	-	-	-	4,500,000	-	5,260,005
Encumbrances	-	(1,151,135)	(25,229)	-	(5,900)	-	(1,182,264)
Total expenditures	1,512,070	6,867,269	4,861,067	5,013,344	4,791,547	23,612	23,068,909
Revenue over (under) expenditures	408,238	(5,528,496)	(4,006,193)	(4,985,396)	(4,662,426)	(23,612)	(18,797,885)
Fund balance, beginning of year	(108,090)	4,067,940	4,454,713	5,441,850	3,343,008	-	17,199,421
Fund balance, end of period	\$ 300,148	\$ (1,460,556)	\$ 448,520	\$ 456,454	\$ (1,319,418)	\$ (23,612)	\$ (1,598,464)

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
October 31, 2020 and 2019

Assets	2020	2019
Cash & investments	\$ 1,165,274	\$ 1,589,133
Taxes receivable	-	-
Total Assets	\$ 1,165,274	\$ 1,589,133
Liabilities and Fund Balance		
Accounts payable	\$ -	\$ 833,335
Accrued liabilities	865,126	865,135
Unearned revenue	-	-
Total Liabilities	865,126	1,698,470
Assigned fund balance	300,148	(109,337)
Total Liabilities and Fund Balance	\$ 1,165,274	\$ 1,589,133

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,409,000	\$ 1,409,000	\$ 1,409,000	\$ 1,401,748	\$ 1,114,683
State exempt aid	507,500	507,500	502,917	510,053	482,476
Investment income	25,000	25,000	21,450	8,507	93,205
Bond proceeds	-	-	-	-	3,001,886
Total revenue	1,941,500	1,941,500	1,933,367	1,920,308	4,692,250
Expenditures					
Debt service principal	665,000	665,000	665,000	665,000	383,257
Debt service interest & fees	80,265	80,265	80,265	80,265	65,298
Administrative expenses	7,250	7,250	6,042	6,050	5,460
Professional services	6,000	6,000	5,000	750	1,095
Capital outlays	-	-	-	-	880,082
Development incentive & obligation payments	711,005	760,005	751,838	760,005	5,000,000
Total expenditures	1,469,520	1,518,520	1,508,145	1,512,070	5,455,110
Revenue over (under) expenditures	471,980	422,980	\$ 425,222	408,238	(762,860)
Fund balance, beginning of year	(127,252)	(127,252)		(108,090)	653,523
Fund balance, end of period	\$ 344,728	\$ 295,728		\$ 300,148	\$ (109,337)

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 1,269,336	\$ 4,280,246
Total Assets	<u>\$ 1,269,336</u>	<u>\$ 4,280,246</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 229,892	\$ 11,492
Due to Other Funds - Interfund Advance	2,500,000	-
Total Liabilities	<u>\$ 2,729,892</u>	<u>\$ 11,492</u>
Assigned fund balance	<u>(1,460,556)</u>	<u>4,268,754</u>
Total Liabilities and Fund Balance	<u>\$ 1,269,336</u>	<u>\$ 4,280,246</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,144,700	\$ 1,144,700	\$ 1,144,700	\$ 1,138,802	\$ 1,011,224
Payment in Lieu of Taxes	120,000	120,000	120,000	73,889	121,759
State exempt aid	48,900	48,900	43,517	53,732	21,414
Investment income	74,000	74,000	61,667	72,350	109,845
Bond proceeds	6,200,000	6,200,000	5,166,667	-	-
Total revenue	<u>7,587,600</u>	<u>7,587,600</u>	<u>6,536,551</u>	<u>1,338,773</u>	<u>1,264,242</u>
Expenditures					
Debt service interest & fees	75,000	75,000	62,500	-	-
Administrative expenses	30,290	30,290	25,241	26,000	29,252
Professional services	1,000	1,546,675	1,288,895	721,307	137,149
Capital outlay	11,000,000	10,237,606	8,531,338	7,271,097	714,802
Encumbrances	-	-	-	(1,151,135)	(794,256)
Total expenditures	<u>11,106,290</u>	<u>11,889,571</u>	<u>9,907,974</u>	<u>6,867,269</u>	<u>86,947</u>
Revenue over (under) expenditures	<u>(3,518,690)</u>	<u>(4,301,971)</u>	<u>(3,371,423)</u>	<u>(5,528,496)</u>	<u>1,177,295</u>
Fund balance, beginning of year	<u>4,229,419</u>	<u>4,067,940</u>		<u>4,067,940</u>	<u>3,091,459</u>
Fund balance, end of period	<u>\$ 710,729</u>	<u>\$ (234,031)</u>		<u>\$ (1,460,556)</u>	<u>\$ 4,268,754</u>

City of Franklin
Tax Increment Financing District #5 - Ballpark Commons
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 450,996	\$ 1,084,137
Accounts receivable	-	-
Total Assets	<u>\$ 450,996</u>	<u>\$ 1,084,137</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 2,476	\$ 24,936
Due to other funds	-	-
Interfund advance from Development Fund	-	-
Total Liabilities	<u>2,476</u>	<u>24,936</u>
Assigned fund balance	448,520	1,059,201
Total Liabilities and Fund Balance	<u>\$ 450,996</u>	<u>\$ 1,084,137</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 756,000	\$ 756,000	\$ 630,000	\$ 721,361	\$ 30,951
Payment in lieu of taxes	-	-	-	91,560	-
State exempt aid	12,900	12,900	10,750	12,883	123
Investment income	1,000	1,000	833	29,070	99,794
Bond proceeds	-	-	-	-	10,600,102
Total revenue	<u>769,900</u>	<u>769,900</u>	<u>641,583</u>	<u>854,874</u>	<u>10,730,970</u>
Expenditures					
Debt service interest & fees	890,763	4,890,763	4,064,949	4,842,375	10,821,647
Administrative expenses	12,250	12,250	9,738	6,050	29,736
Professional services	16,050	48,188	13,883	37,871	129,182
Capital outlay	-	-	-	-	7,412,582
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(25,229)	(35,863)
Total expenditures	<u>919,063</u>	<u>4,951,201</u>	<u>4,088,570</u>	<u>4,861,067</u>	<u>18,357,284</u>
Revenue over (under) expenditures	(149,163)	(4,181,301)	<u>\$ (3,446,987)</u>	(4,006,193)	(7,626,314)
Fund balance, beginning of year	<u>376,133</u>	<u>376,133</u>		<u>4,454,713</u>	<u>8,685,515</u>
Fund balance, end of period	<u>\$ 226,970</u>	<u>\$ (3,805,168)</u>		<u>\$ 448,520</u>	<u>\$ 1,059,201</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 5,191,990	\$ 6,508,234
Total Assets	<u>\$ 5,191,990</u>	<u>\$ 6,508,234</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 4,735,536	\$ 981
Advances from other funds	-	13,000
Total Liabilities	<u>4,735,536</u>	<u>13,981</u>
Assigned fund balance	456,454	6,494,253
Total Liabilities and Fund Balance	<u>\$ 5,191,990</u>	<u>\$ 6,508,234</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
Investment income	\$ 32,500	\$ 32,500	\$ 27,083	\$ 27,948	\$ 105,451
Bond proceeds	3,250,000	3,250,000	2,708,333	-	6,638,320
Total revenue	<u>3,282,500</u>	<u>3,282,500</u>	<u>2,735,416</u>	<u>27,948</u>	<u>6,743,771</u>
Expenditures					
Debt service interest & fees	\$ 326,940	\$ 326,940	\$ 265,325	\$ 220,100	\$ 226,063
Administrative expenses	30,290	30,290	25,266	26,468	4,130
Professional services	8,750	9,906	8,256	180,333	7,137
Capital outlay	3,000,000	9,000,000	7,500,000	4,586,443	-
Encumbrances	-	-	-	-	(1,156)
Total expenditures	<u>3,365,980</u>	<u>9,367,136</u>	<u>7,798,847</u>	<u>5,013,344</u>	<u>236,174</u>
Revenue over (under) expenditures	(83,480)	(6,084,636)	<u>\$ (5,063,431)</u>	(4,985,396)	6,507,597
Fund balance, beginning of year	<u>626,563</u>	<u>626,563</u>		<u>5,441,850</u>	<u>(13,344)</u>
Fund balance, end of period	<u>\$ 543,083</u>	<u>\$ (5,458,073)</u>		<u>\$ 456,454</u>	<u>\$ 6,494,253</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 425,582	\$ (34,335)
Mortgage receivable	4,500,000	-
Total Assets	<u>\$ 4,925,582</u>	<u>\$ (34,335)</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 1,730
Advances from other funds	1,745,000	-
Deferred Inflow	4,500,000	-
Total Liabilities	<u>6,245,000</u>	<u>1,730</u>
Assigned fund balance	<u>(1,319,418)</u>	<u>(36,065)</u>
Total Liabilities and Fund Balance	<u>\$ 4,925,582</u>	<u>\$ (34,335)</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ 270,000	\$ 270,000	\$ 129,121	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>270,000</u>	<u>270,000</u>	<u>129,121</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ 268,549	\$ 268,549	\$ 115,255	\$ -
Administrative expenses	7,250	7,250	6,050	1,177
Professional services	6,750	30,850	9,479	34,888
Capital outlay	-	-	166,663	-
Development incentive & obligation payments	-	-	4,500,000	-
Encumbrances	-	-	(5,900)	-
Total expenditures	<u>282,549</u>	<u>306,649</u>	<u>4,791,547</u>	<u>36,065</u>
Revenue over (under) expenditures	(12,549)	(36,649)	(4,662,426)	(36,065)
Fund balance, beginning of year	<u>2,970,100</u>	<u>2,970,100</u>	<u>3,343,008</u>	<u>-</u>
Fund balance, end of period	<u>\$ 2,957,551</u>	<u>\$ 2,933,451</u>	<u>\$ (1,319,418)</u>	<u>\$ (36,065)</u>

City of Franklin
Tax Increment Financing District #8 - S 27th Business Park
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ (19,902)	\$ -
Total Assets	<u>\$ (19,902)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 3,710	\$ -
Total Liabilities	<u>3,710</u>	<u>-</u>
Assigned fund balance	<u>(23,612)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ (19,902)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ -	\$ -	\$ -	\$ -
Bond proceeds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ -	\$ -	\$ -	\$ -
Administrative expenses	-	-	1,016	-
Professional services	-	-	22,596	-
Encumbrances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>23,612</u>	<u>-</u>
Revenue over (under) expenditures	-	-	(23,612)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (23,612)</u>	<u>\$ -</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 934,500	\$ 841,738
Accrued Receivables	788	236
Total Assets	<u>\$ 935,288</u>	<u>\$ 841,974</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 372	\$ 148,958
Accrued salaries & wages	460	458
Restricted fund balance	934,456	692,558
Total Liabilities and Fund Balance	<u>\$ 935,288</u>	<u>\$ 841,974</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 YTD Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Grants	\$ 69,000	69,000	\$ 68,834	\$ 68,858
User Fees	1,534,349	1,534,020	1,536,838	1,215,629
Landfill Operations-tippage	365,000	270,215	282,366	269,040
Investment Income	20,000	17,841	15,786	27,848
Sale of Recyclables	1,500	1,250	2,003	2,294
Total Revenue	<u>1,989,849</u>	<u>1,892,326</u>	<u>1,905,827</u>	<u>1,583,669</u>
Expenditures:				
Personal Services	17,638	14,924	10,152	11,177
Refuse Collection	722,300	601,662	536,835	593,059
Recycling Collection	697,149	580,771	536,058	328,848
Leaf & Brush Pickups	60,000	39,998	20,000	40,000
Tippage Fees	469,200	347,384	322,771	347,159
Miscellaneous	5,000	4,240	680	1,615
Total expenditures	<u>1,971,287</u>	<u>1,588,979</u>	<u>1,426,496</u>	<u>1,321,858</u>
Revenue over (under) expenditures	18,562	<u>303,347</u>	479,331	261,811
Fund balance, beginning of year	<u>501,072</u>		<u>455,125</u>	<u>430,747</u>
Fund balance, end of period	<u>\$ 519,634</u>		<u>\$ 934,456</u>	<u>\$ 692,558</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 805,941	\$ 647,144
Accrued Receivables	2,808	-
Total Assets	<u>\$ 808,749</u>	<u>\$ 647,144</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 62,828	\$ 13,116
Assigned fund balance	745,921	634,028
Total Liabilities and Fund Balance	<u>\$ 808,749</u>	<u>\$ 647,144</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Property Taxes	\$ 295,700	\$ 295,700	\$ 295,700	\$ 295,700	\$ 452,800
Grants	6,000	45,900	24,833	18,573	8,998
Landfill Siting	483,900	475,000	452,272	475,000	317,000
Investment Income	7,800	7,800	6,500	10,212	16,692
Miscellaneous Revenue	25,000	43,125	37,102	72,727	20,315
Total Revenue	<u>818,400</u>	<u>867,525</u>	<u>816,407</u>	<u>872,212</u>	<u>815,805</u>
Expenditures:					
General Government	232,050	232,050	130,589	174,375	108,694
Public Safety	447,600	584,666	492,934	497,882	457,497
Public Works	162,800	194,382	153,485	144,474	56,593
Health and Human Services	900	900	702	900	1,006
Culture and Recreation	76,000	76,000	63,624	10,617	20,623
Conservation and Development	10,000	10,000	9,112	1,467	503
Contingency	60,000	33,000	35,518	-	2,303
Encumbrances	-	-	-	(211,713)	(40,399)
Total expenditures	<u>989,350</u>	<u>1,130,998</u>	<u>885,964</u>	<u>618,002</u>	<u>606,820</u>
Revenue over (under) expenditures	(170,950)	(263,473)	<u>(69,557)</u>	254,210	208,985
Fund balance, beginning of year	<u>239,473</u>	<u>491,711</u>		491,711	<u>425,043</u>
Fund balance, end of period	<u>\$ 68,523</u>	<u>\$ 228,238</u>		<u>\$ 745,921</u>	<u>\$ 634,028</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 2,434,053	\$ 3,308,443
Total Assets	<u>\$ 2,434,053</u>	<u>\$ 3,308,443</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 633,196
Assigned fund balance	2,434,053	2,675,247
Total Liabilities and Fund Balance	<u>\$ 2,434,053</u>	<u>\$ 3,308,443</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Landfill	677,600	400,000	367,088	400,000	421,210
Investment Income	37,400	37,400	31,167	57,446	86,242
Grants	-	-	-	178,624	-
Property Sales	56,500	56,500	43,044	21,563	727
Total revenue	<u>771,500</u>	<u>493,900</u>	<u>441,299</u>	<u>657,633</u>	<u>683,179</u>
Expenditures:					
Public Safety	241,000	257,974	248,140	278,521	875,947
Public Works	609,000	799,000	678,779	798,504	210,431
Encumbrances	-	-	-	(325,383)	(432,751)
Total expenditures	<u>850,000</u>	<u>1,056,974</u>	<u>926,919</u>	<u>751,642</u>	<u>653,627</u>
Revenue over (under) expenditures	(78,500)	(563,074)	<u>(485,620)</u>	(94,009)	29,552
Fund balance, beginning of year	<u>2,266,695</u>	<u>2,528,062</u>		<u>2,528,062</u>	<u>2,645,695</u>
Fund balance, end of period	<u>\$ 2,188,195</u>	<u>\$ 1,964,988</u>		<u>\$ 2,434,053</u>	<u>\$ 2,675,247</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 597,352	\$ 392,517
Total Assets	<u>\$ 597,352</u>	<u>\$ 392,517</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 700	\$ -
Assigned fund balance	596,652	392,517
Total Liabilities and Fund Balance	<u>\$ 597,352</u>	<u>\$ 392,517</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Totals</u>	<u>2019 Year-to-Date Totals</u>
Revenue:				
Property Taxes	\$ -	\$ -	\$ -	\$ 18,200
Landfill Siting	368,500	350,000	343,996	216,350
Investment Income	4,800	4,800	7,533	13,404
Intergovernmental Resources	845,000	845,000	868,993	700,000
Total revenue	<u>1,218,300</u>	<u>1,199,800</u>	<u>1,220,522</u>	<u>947,954</u>
 Expenditures:				
Street Reconstruction Program - Current Year	1,300,000	1,487,936	1,255,499	1,156,213
Encumbrances	-	-	(125,422)	(201,388)
Total expenditures	<u>1,300,000</u>	<u>1,487,936</u>	<u>1,130,077</u>	<u>954,825</u>
Revenue over (under) expenditures	(81,700)	(288,136)	90,445	(6,871)
Fund balance, beginning of year	<u>350,588</u>	<u>506,207</u>	<u>506,207</u>	<u>399,388</u>
Fund balance, end of period	<u>\$ 268,888</u>	<u>\$ 218,071</u>	<u>\$ 596,652</u>	<u>\$ 392,517</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 1,666,920	\$ 1,341,612
Accrued receivables	516,949	8,949
Total Assets	<u>\$ 2,183,869</u>	<u>\$ 1,350,561</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 774,508	\$ 22,194
Contracts Payable	80,500	232,047
Deferred Inflow	508,000	-
Assigned fund balance	820,861	1,096,320
Total Liabilities and Fund Balance	<u>\$ 2,183,869</u>	<u>\$ 1,350,561</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Totals</u>	<u>2019 Year-to-Date Totals</u>
Revenue:				
Other Grants	\$ 500,000	\$ 1,443,000	\$ 608,365	\$ -
Landfill Siting	722,000	180,000	252,462	806,792
Transfers from Other Funds	600,000	600,000	-	92,000
Transfers from General Funds	500,000	500,000	-	-
Transfers from Impact Fees	621,500	692,900	85,969	102,932
Transfers from Connection Fees	1,120,000	1,120,000	-	-
Refunds & Reimbursements	-	-	-	65
Investment Income	25,000	25,000	14,886	83,035
Total revenue	<u>4,088,500</u>	<u>4,560,900</u>	<u>961,682</u>	<u>1,084,824</u>
Expenditures:				
General Government	500,000	623,286	111,045	1,772,828
Public Safety	225,000	1,506,601	1,423,498	1,477,330
Public Works	1,150,000	1,388,809	433,333	2,577,918
Culture and Recreation	1,300,000	1,467,704	853,483	577,638
Sewer & Water	1,570,000	1,570,000	200,998	-
Contingency	175,000	126,070	170	19,880
Encumbrances	-	-	(869,230)	(3,113,718)
Total expenditures	<u>4,920,000</u>	<u>6,682,470</u>	<u>2,153,297</u>	<u>3,311,876</u>
Revenue over (under) expenditures	(831,500)	(2,121,570)	(1,191,615)	(2,227,052)
Fund balance, beginning of year	<u>1,012,833</u>	<u>2,012,476</u>	<u>2,012,476</u>	<u>3,323,372</u>
Fund balance, end of period	<u>\$ 181,333</u>	<u>\$ (109,094)</u>	<u>\$ 820,861</u>	<u>\$ 1,096,320</u>

City of Franklin
 Capital Improvement Fund
 10/31/2020

	Amended		Actual			
	Total	Amount	Net City Funds	YTD	Resources	Net
Landfill Siting Revenue	180 000		180 000		250,420	
Transfers In			-		17 572	
Investment Income	25 000		25 000		14,886	
Total Revenue	205,000		205,000		282,878	

Expenditures

General Government						
City Hall & Police Security Enhancements	500,000	500,000	-	-	-	-
Franklin Historical Society Barn	40 000		40,000	19,857	-	19,857
City Hall Roof, HVAC	83,286	-	83,286	91,189	-	91,189
Total General Government	623,286	500,000	123,286	111,046	-	111,046
Public Safety						
Community Development Enterprise Resource Program - Migration	225,000	-	225,000	181,140	-	181,140
Police Radio System Dispatch Console	42,696	-	42 696	42,696	-	42 696
Indoor Shooting Range	973,905	-	973,905	976,122	-	976,122
Fire Station Specific Alerting System	265,000	-	265,000	223,540	-	223,540
Software	-	-	-	-	-	-
Total Public Safety	1,506,601	-	1,506,601	1,423,498	-	1,423,498
Public Works						
S 68th Street - Hill Mitigation	339,425	-	339,425	331 340	-	331,340
S 50th St Improvement	100 000	-	100,000		-	
Marquette Ave Improvements - Pleasant View Sch to S 49th St	50,000		50,000	-	-	
Marquette Ave Improvements - S 49th St to S 51st	700,000	600 000	100 000			
Ryan Creek Interceptor Sanitary Sewer Odor	450,000	1,393,000	(943,000)	200,489	-	200,489
Watermain Extension - S 50th & Minnesota Ave	120,000	120 000	-	-	-	-
S 51 St	115,903	-	115 903	15,003	-	15,003
Other Public Works	83,481		83,481	87,498	610,406	(522,908)
Total Public Works	1,958,809	2,113,000	(154,191)	634,330	610,406	23,924
Culture						
Pleasant View Park Master Plan	150,000	70 500	79,500	143,490	3,180	140,310
Pleasant View Park - Pavilion	140,697	71,400	69,297	155,399	50 642	104,757
Pleasant View Park - Park Equipment	19,989		19,989	19,989	9,395	10,594
Park Land Acquisition - Various Parks	534 400	247 500	286,900	46,439	4,871	41,568
Ken Windl Pavilion Repairs	22,618	-	22,618	12,666	-	12,666
Overflow parking @ Kayla's Playground	250,000	117,500	132,500	-	-	-
Cascade Trail	65 000	46 150	18,850	500	310	190
116th Street Trail	93,000		93,000	150,000	-	150 000
Water Tower Park	-	-	-	325,000		325,000
Trails, Bicycle Routes & Linkages	192,000	189,850	2 150	-	-	-
Total Culture	1,467,704	742,900	724,804	853,483	68,398	785,085
Contingency						
Contingency	126,070		126,070	170		170
Total Contingency	126,070	-	126,070	170	-	170
Total Approved Projects	5,682,470	3 355 900	2 326 570	3 022 527	678 804	2 343 723

PROJECTS PENDING APPROVAL

Water Projects	500,000	500 000		-		
Sewer Projects	500 000	500,000	-	-	-	-
Total Projects Pending Approval	1 000 000	1 000 000	-	-	-	-
Total Projects	6,682,470	4,355,900	2,326,570	3,022,527	678,804	2,343,723
Net Revenue (Expenditures)			(2 121 570)			(2 060 845)
Projected Beginning Fund balance			2 012,476			2,012,476
Projected Ending Fund Balance			\$ (109,094)			\$ (48 369)

**City of Franklin
Development Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 4,981,298	\$ 8,678,252
Impact fees receivable	232,640	-
Other accounts receivable	209,321	-
Due From TID 7	4,245,000	-
Total Assets	<u>\$ 9,668,259</u>	<u>\$ 8,678,252</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 25,285	\$ -
Payable to Developers- Oversizing	475,463	103,934
Unearned Revenue - Other	232,640	-
Assigned fund balance	8,934,871	8,574,318
Total Liabilities and Fund Balance	<u>9,668,259</u>	<u>8,678,252</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:				
Impact Fee: Parks	\$ 804,000	\$ 804,000	\$ 223,108	\$ 905,762
Southwest Sewer Service Area	48,000	48,000	101,835	34,986
Administration	15,000	15,000	5,422	20,231
Water	679,000	679,000	495,445	985,908
Transportation	22,000	22,000	52,624	73,046
Fire Protection	133,500	133,500	52,859	149,433
Law Enforcement	207,700	207,700	74,842	277,111
Library	224,000	224,000	54,358	249,842
Total Impact Fees	<u>2,133,200</u>	<u>2,133,200</u>	<u>1,060,493</u>	<u>2,696,319</u>
Investment Income	120,000	120,000	108,463	169,588
Interfund Interest Income	-	-	24,007	-
Total revenue	<u>2,253,200</u>	<u>2,253,200</u>	<u>1,192,963</u>	<u>2,865,907</u>
Expenditures:				
Other Professional Services	25,000	33,552	30,909	15,253
Transfer to Debt Service				
Law Enforcement	205,082	205,082	205,083	133,800
Fire	42,937	42,937	42,937	39,333
Transportation	71,923	71,923	73,519	18,000
Library	134,000	134,000	93,982	132,286
Total Transfers to Debt Service	<u>453,942</u>	<u>453,942</u>	<u>415,521</u>	<u>323,419</u>
Transfer to Capital Improvement Fund				
Transfer(s) Out	-	71,400	-	-
Park	621,500	646,785	186,683	128,218
Total Transfers to Capital Improvement	<u>621,500</u>	<u>718,185</u>	<u>186,683</u>	<u>128,218</u>
Sewer Fees	250,000	250,000	-	-
Water Fees	1,025,000	1,368,130	554,759	317,130
Encumbrances	-	-	(96,321)	(352,235)
Total expenditures	<u>2,375,442</u>	<u>2,823,809</u>	<u>1,091,551</u>	<u>431,785</u>
Revenue over (under) expenditures	(122,242)	(570,609)	101,412	2,434,122
Fund balance, beginning of year	8,663,277	8,833,459	8,833,459	6,140,196
Fund balance, end of period	<u>\$ 8,541,035</u>	<u>\$ 8,262,850</u>	<u>\$ 8,934,871</u>	<u>\$ 8,574,318</u>

City of Franklin

Summary of Impact Fee Activity
For the six months ended June 30, 2020

Development Fund	Preliminary						Library	Cash Balance
	4292	4293	4294	4296	4297	4299		
Cash Acct	4292	4293	4294	4296	4297	4299	27 1100 1111	
Revenue Acct							-27,2000 2117	
Expenditure Acct								
Beginning Bal, 01/01/20	89,358 23	108,103 32	2,733 341 10	119,988 90	320,898 03	273,668 29	8 833,459 40	
1st Quarter								
Impact Fees	92,339 00	1,430 00	87,690 00	3,335 00	24,556 00	26,131 00	287 828 00	
Expenditures	(23,484 00)	(5,153 18)	(213,710 18) ^z	(64,248 93) ¹	(199,855 90)	(93,982 09)	(640,297 03)	
subtotal	5,024,649 67	104,380 14	2,607 320 92	59,074 97	145,598 13	205,817 20	8,480,990 37	
Transfers							0 00	
Investment Income	54,672 08	1,163 96	29,255 73	980 90	2,555 43	2,626 58	94,847 19	
Ending balance 3/31/2020	5,079,321.76	106,544.10	2,636,576.65	60,065.87	148,153.56	208,443.78	8,575,837.56	
2nd Quarter								
Impact Fees	50,945 00	770 00	63,360 00	1,964 00	13,159 00	14 227 00	172,969 00	
Expenditures	(25,595 00)	(20,710 24)	(23,919 50)				(70,224 74)	
subtotal	5,104,671 76	85,603 86	2,676,017 15	62,019 87	161,312 56	222,670 78	8,678,581 82	
Transfers							0 00	
Investment Income	8,068 18	135 30	4,229 58	98 03	254 96	351 94	13 716 92	
Ending balance 6/30/2020	5,112,739.94	86,739.16	2,680,246.73	62,117.90	161,567.52	223,022.72	8,692,298.74	
3rd Quarter								
Impact Fees	53 093 00	1,870 00	106 795 00	22 134 00	17,348 00	9,310 00	258,898 00	
Expenditures	(19,319 00)	(1,724 25)	(317,130 00) ^s	(9,269 81) ¹	(5,226 90) ¹	0 00	(355 744 46)	
subtotal	5,146 513 94	85,884 91	2,469 911 73	74,982 09	173,688 62	232,332 72	8 595,452 28	
Transfers	0 00						0 00	
Investment Income	15,578 14	259 96	7,476 25	226 97	525 74	703 26	26,017 84	
Ending balance 9/30/2020	5,162,092.08	86,144.87	2,477,387.98	75,209.06	174,214.36	233,035.98	8,621,470.12	
4th Quarter								
Impact Fees	26,731 00	1,352 10	237,600 00	25 191 26	19,778 31	4,690 00	340,797 85	
Expenditures	(25,285 00)						(25,285 00)	
subtotal	5 163,538 08	87,496 97	2,714,987 98	100,400 32	193,992 67	237,725 98	8,936,982 97	
Transfer	0 00						0 00	
Investment Income	(1,220 26)	(20 68)	(641 61)	(23 73)	(45 84)	(56 18)	(2,112 00)	
Ending balance 12/31/2020	5,162,317.82	87,476.29	2,714,346.37	100,376.59	193,946.83	237,669.80	8,934,870.97	
Number of Months	335.59	180.05	138.36	23.42	61.23	55.04		
2020 Impact Fees	223,108 00	5,422 10	495,445 00	52,624 26	52,859 18	54,358 00	1,060,492 85	
2019 Impact Fees	948,902 00	21,684 00	1,158,186 00	113 102 00	174,135 00	262,058 00	3,048,725 00	
2018 Impact Fees	869,037 00	20,625 00	938,441 00	55 533 10	136,409 82	243 988 00	2,518,799 04	
2017 Impact Fees	66,591 00	2,695 00	122,539 00	19 218 00	33,017 00	19,383 00	281,413 00	
2016 Impact Fees	209,983 00	4,950 00	210,581 00	8 570 00	30 198 00	57,725 00	578 103 00	
2015 Impact Fees	137,670 00	3,630 00	133 352 00	20 533 00	27,116 00	38,526 00	413,977 00	
2014 Impact Fees	184,592 00	5,830 00	235,415 00	51,436 00	88,134 00	51,821 00	683,227 00	
2013 Impact Fees	317,206 00	6,160 00	427,429 00	31 829 00	82,280 00	66,179 00	987 905 00	

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

	Scheduled	Unpaid Balance @ 9/1/20	Deferred principal & interest
	73,499	570 450	270,444
	42,996	189,200	0
	205 004	275,100	1,449,632
	134,039	0	896,953
			2 617 029

Oversizing payments due in future periods

L:\41803 VOLT\Finance\Qtrmpt-MONTHLY FINANCIAL REPORTS\2020\Quarterly\Impact Fees.xlsx IMPACT FEES 2020

City of Franklin
Summary of Park Impact Fee Availability
12/31/20 - Preliminary

	Spent By	Current Impact Fees				Net Total
		Impact Fee	Interest	Encum	Expenditures	
2020						
1st Qtr	2028	92,339.00	54,672.09		23,484.00	123,527.09
2nd Qtr	2028	50,945.00	8,038.13		25,595.00	33,388.13
3rd Qtr	2028	53,093.00	15,578.14	93,000.00	19,319.00	49,352.14
4th Qtr	2028	26,731.00		-25,285.00	25,285.00	1,446.00
	2020	223,108.00	78,288.36	67,715.00	93,683.00	207,713.36
2019						
	2019	948,902.00	120,952.47	25,285.00	212,630.78	857,223.69
2018						
	2018	869,037.00	47,964.42		202,038.51	714,962.91
2017						
	2017	66,591.00	33,123.42		661.26	99,053.16
2016						
	Total	209,983.00	28,120.12		212,221.99	25,881.13
2015						
	Total	137,670.00	55,558.15		607,299.51	(414,071.36)
2014						
	Total	184,592.00	133,563.95		626,182.10	(308,026.15)
2013						
	Total	317,206.00	84,950.58		124,912.10	277,244.48
2012						
	Total	263,398.00	102,473.34		-	365,871.34
2011						
	Total	163,106.00	44,506.30		-	207,612.30
2010						
	Total	145,479.00	66,273.18		46.87	211,705.31
2009						
	Total	80,215.00	86,651.98		5,459.02	161,407.96
2008						
1st Qtr	2018	58,674.00	18,822.94		-	77,496.94
2nd Qtr	2018	20,832.00	20,607.67		-	41,439.67
3rd Qtr	2018	35,712.00	19,237.67		-	54,949.67
4th Qtr	2018	17,856.00	37,319.62		10,913.04	44,262.58
	Total	133,074.00	95,987.90		10,913.04	218,148.86
2007						
	Total	220,706.00	172,806.38		823,897.23	(430,384.85)
2006						
	Total	646,907.00	144,950.45		392,618.08	399,239.37
2005						
	Total	1,006,696.00	63,382.62		471,251.40	598,827.22
2004						
	Total	1,028,255.00	17,433.14		28,523.46	1,017,164.68
2003						
	Total	668,917.00	6,283.52		-	675,200.52
2002						
	Total	275,620.00	3,114.10		-	278,734.10
Total		7,589,462.00	1,386,384.38	93,000.00	3,812,338.35	5,163,508.03
	Spent	3,847,101.00				

**City of Franklin
Utility Development Fund
Balance Sheet
October 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments - Water	\$ 1,011,355	\$ 883,557
Cash and investments - Sewer	1,301,341	1,223,162
Special Assessment - Water Current	60,216	99,738
Special Assessment - Water Deferred	136,365	170,661
Special Assessment - Sewer Current	143,426	191,587
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	\$ 2,635,927	\$ 2,551,929
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	323,231	445,210
Total Fund Balance	2,312,696	2,106,719
Total Liabilities and Fund Balance	\$ 2,635,927	\$ 2,551,929

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 50,000	\$ 15,906	\$ 48,906	\$ 174,652
Sewer	25,000	5,701	19,488	70,898
Connection Fees				
Water	-	-	-	-
Sewer	-	-	36,262	114,420
Total Assessments & Connection Fees	75,000	21,607	104,656	359,970
Special Assessment Interest	-	-	634	222
Investment Income	18,000	15,000	12,609	33,989
Total revenue	93,000	36,607	117,899	394,181
 Transfer to Capital Improvement Fund				
Water	620,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	1,120,000	-	-	-
Revenue over (under) expenditures	(1,027,000)	36,607	117,899	394,181
Fund balance, beginning of year	2,030,838	2,194,797	2,194,797	1,712,538
Fund balance, end of period	\$ 1,003,838	\$ 2,231,404	\$ 2,312,696	\$ 2,106,719

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 3,486,387	\$ 2,604,018
Accounts receivable	324	309
Total Assets	<u>\$ 3,486,711</u>	<u>\$ 2,604,327</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 36,063	\$ 74,347
Claims payable	175,000	290,700
Unrestricted net assets	3,275,648	2,239,280
Total Liabilities and Fund Balance	<u>\$ 3,486,711</u>	<u>\$ 2,604,327</u>

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,648,046	\$ 2,208,097	\$ 2,022,609	\$ 2,024,484
Medical Premiums-Employee	538,440	449,017	412,802	439,139
Other - Invest Income, Rebates	165,000	137,500	172,315	239,074
Medical Revenue	<u>3,351,486</u>	<u>2,794,614</u>	<u>2,607,726</u>	<u>2,702,697</u>
Dental Premiums-City	112,000	93,405	99,513	93,033
Dental Premiums-Retirees	-	-	2,592	2,472
Dental Premiums-Employee	60,000	50,028	47,931	47,521
Dental Revenue	<u>172,000</u>	<u>143,433</u>	<u>150,036</u>	<u>143,026</u>
Total Revenue	<u>3,523,486</u>	<u>2,938,047</u>	<u>2,757,762</u>	<u>2,845,723</u>
Expenditures:				
Medical				
Medical claims	2,414,478	1,958,563	932,809	1,288,644
Prescription drug claims	-	-	158,812	176,436
Refunds-Stop Loss Coverage	-	-	(5,394)	22
Total Claims	<u>2,414,478</u>	<u>1,958,563</u>	<u>1,086,227</u>	<u>1,465,102</u>
Medical Claim Fees	105,677	90,471	124,094	139,363
Stop Loss Premiums	666,331	557,213	428,640	460,125
Other - Miscellaneous	112,477	74,416	18,437	60,454
HSA Contributions	237,000	200,538	180,281	94,375
Vitality Rewards	500,000	416,667	-	-
Transfer to Other Funds	-	-	-	-
Total Medical Costs	<u>4,035,963</u>	<u>3,297,868</u>	<u>1,837,679</u>	<u>2,219,419</u>
Dental				
Active Employees & COBRA	193,000	162,059	127,262	144,089
Retiree	4,900	4,364	5,694	3,103
Total Dental Costs	<u>197,900</u>	<u>166,423</u>	<u>132,956</u>	<u>147,192</u>
Claims contingency			-	-
Total Expenditures	<u>4,233,863</u>	<u>3,464,291</u>	<u>1,970,635</u>	<u>2,366,611</u>
Revenue over (under) expenditures	(710,377)	<u>\$ (526,244)</u>	787,127	479,112
Net assets, beginning of year	<u>2,325,068</u>		<u>2,488,521</u>	<u>1,760,168</u>
Net assets, end of period	<u>\$ 1,614,691</u>		<u>\$ 3,275,648</u>	<u>\$ 2,239,280</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
October 31, 2020 and 2019

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 241,335	\$ 115,883
Investments held in trust - Fixed Inc	2,598,127	2,164,195
Investments held in trust - Equities	3,874,129	4,024,499
Accounts receivable	13,240	15,051
Total Assets	\$ 6,726,831	\$ 6,319,628
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ 3,829	\$ 2,808
Claims payable	10,000	-
Net assets held in trust for post emp	6,713,002	6,185,720
Total Liabilities and Fund Balance	\$ 6,726,831	\$ 6,188,528

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2020 and 2019

<u>Revenue</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 196,682	\$ 213,086
Medical Charges - Retirees	140,995	152,195
Implicit Rate Subsidy	-	76,438
Medical Revenue	337,677	441,719
 Expenditures:		
Retirees-Medical		
Medical claims	104,471	225,803
Prescription drug claims	78,539	109,307
Refunds-Stop Loss Coverage	-	(1,393)
Total Claims-Retirees	183,010	333,717
Medical Claim Fees	18,190	39,902
Stop Loss Premiums	57,893	67,583
Miscellaneous Expense	(195)	345
ACA Fees	127	172
Total Medical Costs-Retirees	259,025	441,719
 Revenue over (under) expenditures	 78,652	 -
 Annual Required Contribution-Net	 132,298	 77,326
Other - Investment Income, etc.	(36,708)	878,990
Total Revenues	95,590	956,316
 Net Revenues (Expenditures)	 174,242	 956,316
 Net assets, beginning of year	 6,538,760	 5,229,404
 Net assets, end of period	 \$ 6,713,002	 \$ 6,185,720

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Dec 1, 2020
REPORTS & RECOMMENDATIONS	Authorization for \$650,000 Extraordinary Public Works Pension and Other Post Employment Benefit Plan Contribution as a Partial Use of the 2019 General Fund Surplus	ITEM NUMBER <i>G.12.</i>

Background

The City has funded an Other Post Employment Benefit Plan Trust since 2008. At December 31, 2019 the Plan was 78% funded. As the Plan approaches fully funded status, the Actuarially Determined Contribution shrinks, reducing the demands upon operating costs in the General and Utility Funds. The 2019 Actuarial Report listed a 2020 Required Contribution of \$394,788, of which only \$223,8119 was the service cost. As the fund becomes fully funded, the ADC will approach the Service costs.

2019 General Fund surplus totaled \$1,297,477 with a year end fund balance of \$8,633,754 or 33.5% of expenditures. The City's Fund Balance policy would have the City take steps to reduce that fund balance to a maximum of 30%. The 3.5% of 2019 expenditures amounts to \$900,476.

A one-time contribution to the OPEB Trust would accomplish a number of objectives,

- 1) reduce General Fund balance toward the 30% upper limit as defined by policy (Gen Fund represents 97% of the OPEB ADC),
- 2) increase the funded OPEB funded status, and
- 3) reduce future operating costs. The contribution could be recovered by reduced required contributions over several years.

OPEB plan benefits are projected to increase significantly in the near term related to the demographics of the Public Safety workforce and expected healthcare cost inflation. A copy of the 2019 Actuary's benefit costs and plan contributions for the next ten years is attached.

Analysis

Careful draw down of General Fund Unassigned fund balance is very important. Use of fund balance for recurring expenditures is a very un-wise use, and advised against by the Government Finance Officers Association. Use of Fund Balance for non-recurring activities are the recommended means when available.

In 2018, the City made an extraordinary \$900,000 contribution to the Public Works Defined Benefit plan which has reduced ADC's by approximately \$50,000 per year.

Both the Public Works Pension plan and the OPEB Trust are approximately 80% funded at December 31, 2019. The Public Works Pension plan is frozen to new participants, while the OPEB plan is active for all eligible employees.

Options

Options for use of the excess General Fund Balance are:

- extraordinary contribution to the OPEB Trust to bring the plan to a more fully funded status,
- extraordinary contribution to the Public Works Defined Benefit plan – as the plan is frozen to new members, getting the plan to a fully funded state becomes increasingly important, as employee contributions to the plan will dwindle as the active workforce shifts to WRS participation.
- Transfer to a Capital Fund – several of which are underfunded, the Equipment Replacement and Street Improvement Funds having the highest priority.
- Funding deferred maintenance on City facilities (partially addressed in the 2021 Adopted budget).

Recommendation

The Finance Committee reviewed this proposal at its November 24, 2020 meeting and recommends making an extraordinary \$325,000 contribution to both the Public Works Pension Plan and the OPEB Plans, further funding the plans and likely reducing future contributions to the plans. This uses approximately half of the 2019 surplus and moves the General Fund Surplus back toward, but not below the 30% upper goal.

Fiscal Impact

The Common Council adopted a 2020 Budget Amendment in April 2020 to provide for a \$1 million addition to the Public Works Pension plan. At that time, market conditions were temporarily requiring an extraordinary call for assets. As that budget amendment provided additional Personnel costs in the General Fund, no new budget funds would be required, but rather a re-alignment of the budget appropriations for any contributions. The Public Works Pension plan would have greater involvement with the Utility Funds, while the OPEB Trust involves primarily the General Fund. A contribution to the OPEB Trust would not require any new Budget appropriations (although likely a re-alignment of the spring 2020 amendment).

COMMON COUNCIL ACTION REQUESTED

Motion authorizing an extraordinary \$325,000 contribution to both the Public Works Pension Plan and the OPEB Trust as a one time use of excess General Fund balance generated in fiscal 2019 and direct the Director of Finance & Treasure to prepare a budget amendment to re-align already existing appropriations with the contribution by departments involved and authorizing the release of the payments.

Fiscal Year Starting In	Pay-As-You Go Costs	Implicit Rate Subsidy	Expected Benefit Payments	Actuarially Determined Contributions
2020	\$379,211	\$90,180	\$469,392	\$394,788
2021	\$424,249	\$114,644	\$538,893	\$390,318
2022	\$467,079	\$138,870	\$605,949	\$386,435
2023	\$473,239	\$144,548	\$617,787	\$383,276
2024	\$509,570	\$174,352	\$683,922	\$379,684
2025	\$542,865	\$199,532	\$742,398	\$377,443
2026	\$546,691	\$196,448	\$743,139	\$375,543
2027	\$611,965	\$247,957	\$859,922	\$373,272
2028	\$637,819	\$265,101	\$902,919	\$370,324

Benefit Payments by Employee Category

<u>Employee Category</u>	Fiscal Year-End <u>12/31/2019</u>	Fiscal Year-End <u>12/31/2020</u>	
Non-Rep	\$5,650	\$5,135	1%
Police WPPA	173,824	178,945	
Police Sergeants	26,240	21,016	
Police Command	12,661	27,573	
Dispatch	5,470	3,711	
DPW	66,071	36,422	8%
Fire	146,323	175,760	
Fire Command	<u>5,957</u>	<u>20,829</u>	
Total	\$442,196	\$469,392	

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 1, 2020
<i>REPORTS AND RECOMMENDATIONS</i>	City of Franklin Audit Agreement between Baker Tilly LLP and the City of Franklin for audit of the 2020 annual financial statements and TID3 and TID4 Expenditure Period Audit Engagements	ITEM NUMBER <i>G.13.</i>

By state statute, the City of Franklin is required to have a financial audit, which must be submitted to the Wisconsin Dept of Revenue by July 31 each year. The City engages an Audit firm to perform the audit annually.

There are several deliverables from this engagement including an auditor's opinion on the Comprehensive Annual Financial Report. This report is required to be posted to the Municipal Securities Rulemaking Board (MSRB) to comply with agreements connected to City Debt Offerings in the public debt markets. The auditors will report the findings of their work to the Finance Committee and the Common Council upon completion. They will provide several communications direct to the Common Council on any findings of material deficiencies in internal controls which aid in preparation of financial statements

To qualify for General Transportation Aids, the City is required to file an annual report reviewed by our auditors with the Dept of Revenue by May 15. This audit will include the required communication from our auditors for that annual report.

In the summer of 2016, a Request for Proposal was circulated to a group of qualified auditing firms. In September 2016, Baker Tilly was awarded the audit by Common Council Action with the recommendation of the Finance Committee.

The Baker Tilly LLP engagement letter for 2020 is a contractual agreement. The City Attorney is reviewing the 2020 agreement.

The amount of the estimated audit fees for the 2020 year has been included in 2021 budget. The fee is approximately \$42,050, allocated to multiple funds.

2020 will also require a Single Audit of Federal Grant receipts related to the CARES Act funds the City has received. That audit engagement is coming.

In addition, TID3 & TID4 expenditure periods ended in June 2020. The State requires an audit report within 12 months of that time. Also attached are engagement letters for those audits. Each of those audits are \$3,750.

The Director of Finance is recommending approval of the agreements.

COUNCIL ACTION REQUESTED

Motion to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2020 annual financial statements subject to technical corrections by the City Attorney and the TID3 and TID4 expenditure period audit engagements.

Finance - PAR



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September 21, 2020

Mr. Paul Rotzenberg
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Dear Mr. Rotzenberg

Thank you for using Baker Tilly US, LLP ("Baker Tilly" or "we" or "our") as your auditors

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Franklin ("you" or "your")

Services and Related Report

We will audit the basic financial statements of the City of Franklin as of and for the year ended December 31, 2020, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Franklin with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Franklin, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Federal law requires Baker Tilly to execute a Business Associate Agreement ("BA Agreement") prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum B Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole

Combining and Individual Fund Financial Statements
Budgetary Comparison Schedules
Schedules of Capital Assets Used in Governmental Activities

Mr Paul Rotzenberg
City of Franklin

September 21, 2020
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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the City of Franklin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Franklin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited

Management's Discussion and Analysis
OPEB - related schedules
Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements, however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information

Introductory Section
Statistical Section

The Schedule of Reconciliation Between the Basic Financial Statements and the 2020 Financial Report Form C required by Tax 16 accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

Mr Paul Rotzenberg
City of Franklin

September 21, 2020
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The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

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

Mr Paul Rotzenberg
City of Franklin

September 21, 2020
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Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any documentation that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed the reasons for such changes), and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Mr Paul Rotzenberg
City of Franklin

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Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act") Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Non-Attest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain non-attest services For purposes of this letter, non-attest services include services that *Government Auditing Standards* refers to as non-audit services

Non-attest services that we will be providing are as follows

- > Financial statement preparations
- > Adjusting journal entries
- > Compiled regulatory reports

None of these non-attest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*

We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide

In connection with our performance of any non-attest services, you agree that you will

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform
- > Evaluate the adequacy and results of the non-attest services we perform
- > Accept responsibility for the results of our non-attest services
- > Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request

In addition to the audit services discussed above, we will compile the Public Service Commission Annual Report See Addendum A attached, which is an integral part of this Engagement Letter

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report Baker Tilly US, LLP, has also no performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees

Revisions to the scope of our work will be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply

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Our fees for services outlined in this letter are as follows

	<u>2020</u>
City	\$ 25,750
Water	4,475
Sewer	4,475
TIF Funds (5)	3,150
Form C	2,100
PSC Report	<u>2,100</u>
Total	<u>\$ 42,050</u>

The fees above are fixed and not-to-exceed amounts. They are based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. Our fees do include routine questions throughout the year fielded by Baker Tilly personnel. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Franklin, unless otherwise prohibited. In the event we are requested by the City of Franklin or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Franklin, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

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Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Franklin, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City of Franklin with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

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Insurance

Baker Tilly shall, during the life of the agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below

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

Upon the execution of this agreement, Baker Tilly shall supply you 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 you by Baker Tilly, and naming you as an additional insured for General Liability.

Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City of Franklin personnel or agents, that is not complete, accurate or current

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter

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Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law.

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We appreciate the opportunity to be of service to you

If there are any questions regarding the Engagement Letter, please contact Paul J Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards Paul J Frantz is available at 414 777 5506, or at paul.frantz@bakertilly.com

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services

- 1 We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2020 and 2019, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2020. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Franklin, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Franklin is presently expected to read as follows

Management is responsible for the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2020 and 2019, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2020 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

**ADDENDUM B
BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF FRANKLIN
and
BAKER TILLY US, LLP**

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly US, LLP (Business Associate) and City of Franklin (Covered Entity) (each a "Party" and collectively the "Parties") and is effective on September 21, 2020 ("Effective Date")

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of (i) the implementing regulations at 45 C F R Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed Reg. 5566 (Jan 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements"

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information
- (b) "Business Associate Subcontractor" shall mean, as defined in 45 C F R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate
- (c) "Electronic PHI" shall mean, as defined in 45 C F R § 160 103, Protected Health Information that is transmitted or maintained in any Electronic Media
- (d) "Limited Data Set" shall mean, as defined in 45 C F R § 164 514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual
 - (i) Names,
 - (ii) Postal address information, other than town or city, State and zip code,
 - (iii) Telephone numbers,
 - (iv) Fax numbers,
 - (v) Electronic mail addresses,
 - (vi) Social security numbers,

- (vii) Medical record numbers,
- (viii) Health plan beneficiary numbers,
- (ix) Account numbers,
- (x) Certificate/license numbers,
- (xi) Vehicle identifiers and serial numbers, including license plate numbers,
- (xii) Device identifiers and serial numbers,
- (xiii) Web Universal Resource Locators (URLs),
- (xiv) Internet Protocol (IP) address numbers,
- (xv) Biometric identifiers, including finger and voice prints, and
- (xvi) Full face photographic images and any comparable images

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties

4. SPECIFIC REQUIREMENTS

(a) **Flow-Down of Obligations to Business Associate Subcontractors** Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) **Privacy of Protected Health Information**

(i) **Permitted Uses and Disclosures of PHI** Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.

(2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.

(ii) **Business Associate Obligations** As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if

(1) the use relates to (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or

(2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.

(iii) **Minimum Necessary Standard and Creation of Limited Data Set** Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

(iv) Access In accordance with 45 C F R § 164 524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set Business Associate shall make such information available in an electronic format where directed by the Covered Entity

(v) Disclosure Accounting Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C F R. § 164 528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C F R § 164 526 of the HIPAA Requirements

(vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) Return or Destruction of PHI. Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible

(ix) Availability of Books and Records Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.

(x) Termination for Breach

(1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement

(2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement.

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall

(1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements,

(2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI,

(3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1),

(4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) ("Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2),

(5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI,

(6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation, and

(7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI

(d) Notice and Reporting Obligations of Business Associate

(i) Notice of Non-Compliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor

(ii) Notice of Breach Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor

(1) As provided for in 45 C F R § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C F R Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed,
- b. Identify the nature of the non-permitted access, use or disclosure including the date of the incident and the date of discovery,
- c. Identify the PHI accessed, used or disclosed (e.g., name, social security number; date of birth),
- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses or disclosures,
- e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure, and
- f. Provide such other information, including a written report, as the Covered Entity may reasonably request.

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that

- a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
- b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
- c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination

(1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.


(2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice

(v) Continuing Privacy and Security Obligations Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below.

BAKER TILLY US, LLP

CITY OF FRANKLIN

By 
Signature

By _____
Signature

Paul Frantz
Print Name

Print Name

Title Partner

Title _____

Date Signed September 21, 2020

Date Signed _____



Baker Tilly US, LLP
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November 2, 2020

Mr Paul Rotzenberg
Director of Finance and Treasurer
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132

Dear Mr Rotzenberg

Thank you for using Baker Tilly US, LLP ("Baker Tilly" or "we" or "our") as your auditors

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Franklin ("you" or "your")

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses, and Status of Funds of the Tax Incremental ("TID") No 3 of the City of Franklin as of December 31, 2020 and from the date of creation the TID was created through December 31, 2020, and the related notes to the financial statements This audit represents the 100% audit of TID No 3 If, for any reasons caused by or relating to the affairs or management of the City of Franklin, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole

Detailed Schedule of Sources, Uses and Status of Funds

Detailed Schedule of Capital Expenditures

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

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

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonattest services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Mr Paul Rotzenberg
City of Franklin

October 14, 2020
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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Our fee for these services will be \$3,750. Our fee is based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fee. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter

Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law

We appreciate the opportunity to be of service to you

If there are any questions regarding this Engagement Letter, please contact Paul Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Paul Frantz is available at 414 777 5506, or at Paul.Frantz@bakertilly.com

BAKER TILLY US, LLP

Baker Tilly US, LLP

The services and terms as set forth in the Engagement Letter are agreed to by

CITY OF FRANKLIN

BY _____
Stephen R. Olson, Mayor

Dated _____

ATTEST

BY _____
Sandra L. Wesolowski, City Clerk

Dated _____

BY _____
Paul Rotzenberg, Director of
Finance and Treasurer

Dated _____

APPROVED AS TO FORM

BY _____
Jesse A. Wesolowski, City Attorney

Dated _____



Baker Tilly US, LLP
777 E Wisconsin Ave, 32nd Fl
Milwaukee WI 53202-5313

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F +1 (414) 777 5555

bakertilly.com

November 2, 2020

Mr Paul Rotzenberg
Director of Finance and Treasurer
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132

Dear Mr Rotzenberg

Thank you for using Baker Tilly US, LLP ("Baker Tilly" or "we" or "our") as your auditors

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Detailed Schedule of Sources, Uses and Status of Funds

Detailed Schedule of Capital Expenditures

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
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Our Responsibilities and Limitations

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We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Mr Paul Rotzenberg
City of Franklin

November 2, 2020
Page 2

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

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Mr Paul Rotzenberg
City of Franklin

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Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Mr Paul Rotzenberg
City of Franklin

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Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonattest services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Mr Paul Rotzenberg
City of Franklin

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Our fee for these services will be \$3,000. Our fee is based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fee. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Mr Paul Rotzenberg
City of Franklin

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Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Mr Paul Rotzenberg
City of Franklin

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Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter

Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

Mr Paul Rotzenberg
City of Franklin

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If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law

We appreciate the opportunity to be of service to you

If there are any questions regarding this Engagement Letter, please contact Paul Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Paul Frantz is available at 414 777 5506, or at Paul.Frantz@bakertilly.com

BAKER TILLY US, LLP

Baker Tilly US, LLP

The services and terms as set forth in the Engagement Letter are agreed to by

CITY OF FRANKLIN

BY _____
Stephen R. Olson, Mayor

Dated _____

ATTEST

BY _____
Sandra L. Wesolowski, City Clerk

Dated _____

BY _____
Paul Rotzenberg, Director of
Finance and Treasurer

Dated _____

APPROVED AS TO FORM

BY _____
Jesse A. Wesolowski, City Attorney

Dated _____

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Dec 1, 2020
REPORTS & RECOMMENDATIONS	Authorization to Change Court Credit Card Processors and Utility Payment Processing	ITEM NUMBER <i>G.14.</i>

Background

The City has contracted with GovPay.net (now known as All Paid) as our merchant processor for credit card payments. This relationship was established prior to 2012. The cumbersome nature of processing transactions has caused Treasury to refuse credit card payments for Utility bills at the counter. One of the regular and most comment requests the Water & Sewer Utility receives is the ability to pay bills with a credit card.

The GovPay contract provides the City protection from any chargebacks while the City has committed to use GovPay as its exclusive provide for merchant card services. The protection from chargebacks is desirable as the Police frequently look to credit card payment of outstanding warrants when interacting with the public. Often times those warrants are forwarded to other jurisdictions, putting the City at risk for any challenges to payment via a credit card. That is the primary reason the City has contracted with GovPay.net. While, we have searched for an alternative, none was located.

GovPay was contacted to inquire what services they might have to integrate with City collections. GovPay did not respond to our requests.

The City offers an on-line payment option for Property Tax payments thru a service with US Bank. Earlier this month, US Bank notified us that the on-line Property Tax payment process initiated several years ago is to be discontinued in 2022. The replacement option was not very attractive, and is not a good option for the City. The loss of the on-line property tax payment process would be a step backward in staff's opinion.

Recently, the Municipal Court requested to contract with Point & Pay, an alternative merchant processor who interfaces with the Court's fines and penalties management system. The exclusivity clause in the GovPay contract prevented that request.

Point & Pay has a state contract to provide credit card services to local governments. Their transactions rates are more attractive than the current GovPay.net rates.

The advent of the BS&A utility billing system has brought new options for customer payment. BS&A has integrated two vendors with their system, Point & Pay and Invoice Cloud, making the acceptance of credit cards, ACH and other forms of payment easier on Treasury processes.

Point & Pay acts as a merchant processor and fully integrates with the City's collection software. Point & Pay would provide the same guarantee of collection that GovPay now provides. The integration with Treasury payment processing is also a significant advantage. Point & Pay, like GovPay, charges higher fees for Fines and Bail payments than for Other payments the City collects. The City has passed the credit card fees on to the remitter for all credit card payments, and staff is not recommending any change to that practice.

Invoice Cloud uses Software as a Service format, and goes well beyond accepting credit card payments, allowing multiple payment options, such as credit card, ACH, auto payment, Mobile device (mobile optimized, one-click pay and Pay by text), as well as pay by phone/IVR, and with an agent. Invoice Cloud would stay current with payment processing, adding new payment methods as the market develops. Those added services would be added to Invoice Cloud's offering, becoming available to City customers automatically.

Another very attractive option with Invoice Cloud is the intercept bank-issue paper check with on-line bank direct. Many residents request their bank to send payment for their utility bill. Often times those checks arrive at the lockbox without sufficient information to process by the lockbox: The checks are then forwarded to Treasury to process just as if presented at the counter. Payments processed by the lockbox are electronically processed via an electronic file import. Invoice Cloud would intercept those payments, make a visual of the payment available to Treasury which would then confirm the account. At that point the payment would convert to an ACH and payment and flow thru the interface between Invoice Cloud and City software. Then future payments from the same bank account would automatically be intercepted and converted. This process alone will meaningfully increase Treasury efficiency.

While Invoice Cloud can pass fees along to remitters, they do charge the City a fee for this service. It is anticipated that the connectivity between Invoice Cloud and City customers to deliver utility bills electronically via email would suppress the printing/ mailing cost of current invoice processing resulting in a net reduction of invoicing costs to the City. This does assume that 25% of city customers would adopt the emailing of invoices.

Recommendation

Staff recommends terminating the GovPay contract and engaging with BOTH vendors as follows:

- Use Point & Pay for Police and Court payments and explore using the Point & Pay system to replace the on-line payment for Property tax payments in the short term. Point & Pay does interface with the City's current tax billing software.
- Engage Invoice Cloud for Utility payment processing

The Board of Water Commissions accepted staff's recommendation to engage with Invoice Cloud. The BWC's noted that PSC rules permit water utilities to now absorb credit card processing fees into operating costs. Invoice Cloud has said their experience is that customer behavior is not affected while convenience fees are nominal.

The Finance Committee reviewed this recommendation at its November 24, 2020 meeting and concurs.

Fiscal Impact

In the short term, city costs would rise as the Invoice Cloud service comes on line, however, assuming the reduction in paper bill processing, longer term, total invoicing costs should decline. Any City costs would be jointly born by the Sanitary Sewer and Water Utility funds.

COMMON COUNCIL ACTION REQUESTED

Motion authorizing staff to engage with Point & Pay for Court and Police payments and with Invoice Cloud for Utility processing and direct staff to locate a replacement for the US Bank on-line Property Tax bill pay process.

point&pay

City of Franklin, WI
October, 2020



About Point & Pay

- Nationwide payment processing solutions since 1999, based in Troy, MI
 - More than 2000 clients in 48 states
 - Provides proven, fully-integrated Secure Systems with PCI Level 1 certification
 - Preferred partner of BS&A software
 - Specializing in payment processing for:
 - Government
 - Courts
 - Clerks
 - Law Enforcement
 - Utilities
 - Education
 - Healthcare
-

point&pay

North American Bancard

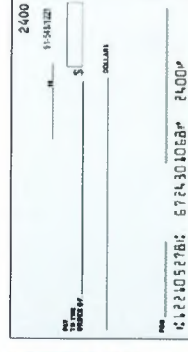
- One of the country's largest merchant services organizations
- Processes more than \$50 billion+ each year on behalf of 355,000+ merchants nationwide
- Through NAB, Point & Pay offers significant benefits to our clients:
 - POS processing and equipment
 - Check verification, imaging and processing
 - Gift card/loyalty services
 - Smartphone, tablet & mobile solutions
 - PCI compliance



point&pay

Point & Pay Unique Features

- Pick and Choose what your office needs/wants- Web-Phone-Counter-Mobile-Kiosk
- Customized
 - Web pages
 - Messaging on receipts
 - Unique IVR 800 number
- Shopping Cart option
- Real-time access to payments and notification options
- Standard POS, Kiosk, Mobile and more
- Data hosting
- E-billing
- Recurring Billing
- Integration options with many software vendors
- ACH verification
- Exclusions manager
- Consolidated settlement



point&pay

PNP will try to use your colors and Custom Banner



2800 Third Street, Trenton, MI 48183

Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 1: Select Payments

Please complete the form below. When finished, click the Continue button and you will be asked to review the information for accuracy before your payment is processed. Note: * indicates a required field.

My Bills

Payment Type	Account Number	Amount	Delete Item
Business Personal Property Tax *			
Parcel Number With No Dashes or Spaces *			
Amount *			
Add Item			

Customer Information

First Name *

Last Name *

Address Line 1 *

Address Line 2

City *

State *

Zip Code *

Phone Number *

Email Address *

Payment Information

Payment Method *

Credit Card *

[ax Payments](#)

Open Monday-Friday
9:00 AM - 5:00 PM



You can connect to data at this point or have PNP host data.

PNP will allow you to Customize the Fields for Payment Identification.

[Online: Payment Receipt](#)



<http://www.guhni.com>

Thank you for your payment!

This service has been provided by _____ and **Point & Pay**. We value your business. Please keep this receipt for future reference.

You have made a payment to _____ Thanks for your online payment. For questions regarding your bill or payment please contact support at 1-888-123-4567

Name: Jane Doe
Address: 123 Test Drive, Tampa FL, 33987
Contact: 123-4567890
Comments:

Payment ID: 6006382
Date: 10/05/11 11:06 PM
Subtotal: \$150.00
Fee: \$2.50
Total: \$152.50
Method: Credit or Debit Card(*****1111)

You can customize the message on the receipt

Item Purchased	Transaction Description	Account	Amount
		99999999999999	\$150.00

Signature: _____ **Date:** ____/____/____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Point & Pay*. If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

point&pay

Credit Card Payments in BS&A Cash Receipting

Application Views

- Counter Receipt Entry
- Department Receipt Entry
- Quick Receipt Entry
- Tables: Receipts
- Program Setup

Quick Search

Receipt # _____ F4
 Receipt Amount _____ F5
 Receipt Item Amount _____ F6

Notifications

Open Receipts
 36 Open... (\$112,855.50)
 Unposted Journal Entries:
 None

Receipt Entry Summary:
 Rec'd Of: Jeff Backus
 Receipt: [Next Available]
 Cashier: SHERI
 Batch: CC825
 Post Date: 12/19/2010
 Status: Open
 Workstation: [blank]

Receipt Item	Reference	Del	Det	Amount	Distribution
UB	018705			\$412.07	Distribution

Summary:
 Total: \$412.07
 Tendered: \$0.00
 Change: (\$412.07)

Buttons: View changes, Save, Cancel

BS&A SOFTWARE
 BS&A Message Center

If your municipality accepts payments in BS&A Cash Receipting, you have the option to accept credit card payments in Cash Receipting without having to log into Point & Pay.

Input Credit Card Information

Swipe or Enter Card: Amount: \$412.07
 4111111111111111 Fee: \$12.16
 Exp. Date (MMYY): 0313 Total: \$424.23

Card Type: Visa

AVS and CW Info:
 Street Address: _____ CW Code: _____
 Zip Code: _____

Card Signer Information:
 First Name: JEFF
 Last Name: BACKUS
 Street Address: 77 Marsh Rd
 City: Haslett
 State: MI Zip Code: 48840

Buttons: OK, Cancel

point&pay

In person through Point & Pay

Staff views this screen to begin an over-the-counter transaction

Payment Entry Form

Note: * indicates a required field.

My Bills

<input type="button" value="Save"/>	<input type="button" value="Delete"/>	Payment Type: <input type="text"/>
<input type="button" value="Add Item"/>		

Clear Fields

Continue

Cardholder Information

First Name: *	Last Name: *		
Address Line 1:	Address Line 2:		
City:	State:	Zip Code: *	
Phone Number:	Email Address:		

Payment Information

Payment Method: * Swipes?:

Credit or Debit Card

Swipe:



[Click here to swipe card](#)

point&pay

Clerk can print a receipt for payer's signature, however Point & Pay does not require a signature.

In Person Counter Receipt

Thank you for your payment!

This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI, your payment was processed at Treasury office. The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH
Address: 4227 SCHAEFER, DEARBORN MI, US, 48126
Contact: 2036194918
Comments:

Payment ID: 34692
Date: 09/15/10 10:33 PM
Subtotal: \$1451.87
Fee: \$43.56
Total: \$1495.43
Method: Charge(*****1111)

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CityDearbornPropTxPmt	821018414027	\$1,451.87

Signature: _____ **Date:** ____/____/____
By signing this receipt you agree to the terms and conditions of this service.


You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *CityDearbornPropTxPmt*. If you have any questions about either of these charges please call 1-888-691-6064.

point&pay

Real Time Reporting

- * Access to web-based real-time reports 24/7
- * View data onscreen or export to excel
- * Customizable by:
 - Date Range
 - Payment type
 - Channel
 - Office
 - Clerk
- * Work-log reports track clerk usage

Home Reports Orders Editors Admin Logout



Payment Report

Start Date: Mar 7 2012

End Date: Mar 7 2012

User: No Filter

Product: No Filter

Channel: No Filter

Payment Method: No Filter

Start Time: 11:49 PM

End Time: 12:32 AM

Partner: SCC Ball Club Inc (750)

Group By: Channel

Payment Type: No Filter

Payment Method: No Filter

Updates Report

Downloads to Excel

Print Report

Tree Size

Channel: API

Pay ID	Method	Type	Status	Date	Amount	Product	Name	Fee	Print Amt
601058	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	1334.6100	Property Tours	Ball Club	12.00	\$1,000.00
601059	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	1334.6100	Property Tours	Ball Club	12.00	\$1,000.00
601059	Credit or Debit Card - Visa	Purchase	Approved - POS	03/07/2012 09:43 AM	6500.87	ERP	Scoutlog	372.80	\$2,912.00
601059	Credit or Debit Card - Visa	Purchase	Approved - POS	03/07/2012 09:07 AM	6500.87	ERP	Scoutlog	372.80	\$2,912.00

Processor Settlement		PSP Settlement		Deduction		Total	
Channel Summary	Receipt Payment	Partner Paid Transfer Fee	Customer Paid Fee	Fee Settled By Processor	Fee Total	Count	Partner Paid Transfer Fee
Credit Card Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,000.00
eCheck Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
PAID:1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,000.00

Report Totals

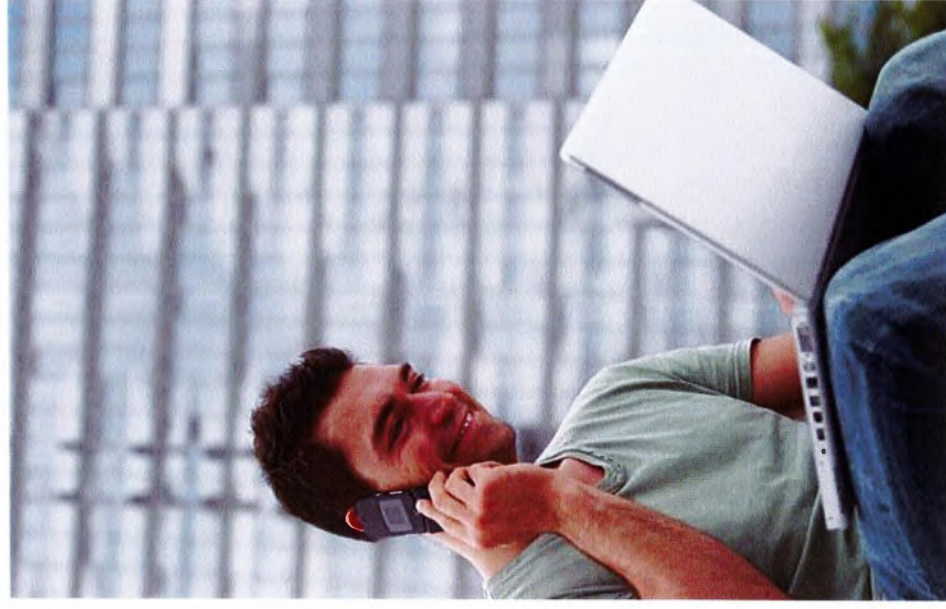
Summary	Counts	Receipt Payment	Customer Paid Fee
Credit Card Payments	19	\$743.48	\$36.76
eCheck Payments	1	\$1.00	\$2.00
Refunds	0	\$0.00	\$0.00
Total	20	\$744.48	\$38.76

Expected deposit on 02/09/2012

Agency Accounts	Payment Method	Deposit Amount
30000470	API	\$1.00
	API	\$1.00
Total		\$2.00

point&pay

Over the Phone: IVR Payments



- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator

Transaction Flow

- **Money Deposits 48 hours from end of day.**
example: Monday ends at midnight, 48 hours takes place, when you check your bank account on Thursday deposit has been made.
 - **Money can be deposited as one lump sum, or multiple deposits to same or different bank accounts, based on product type.**
 - **Access to deposit in route information is available 24/7.**
-



Implementation

Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs

Week 2: Receive welcome kit

Week 2-4: Receive card readers

Week 3-4: Receive test links and test credit cards

Week 3-5: Schedule and complete online training

Week 5-7: Go live

Timeline may vary by system customization

point&pay

Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer chargebacks

You have unique needs... Point & Pay has intuitive payment solutions.

point&pay

Convenience Fee Pricing

No set up fees
No Maintenance fees
No Support Fees
Online Training included



Card Readers

2 card readers for free per department.
Each additional card reader is \$50.00 each.

Convenience fee pricing
Credit/Debit 3% with a \$2.00 minimum all channels.

Guaranteed Funds
7% with a \$2.00 minimum

E-Checks
\$1.50 up to \$10,000
\$10.00 over \$10,000

Absorbed Pricing Available



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Innovating the Customer Experience

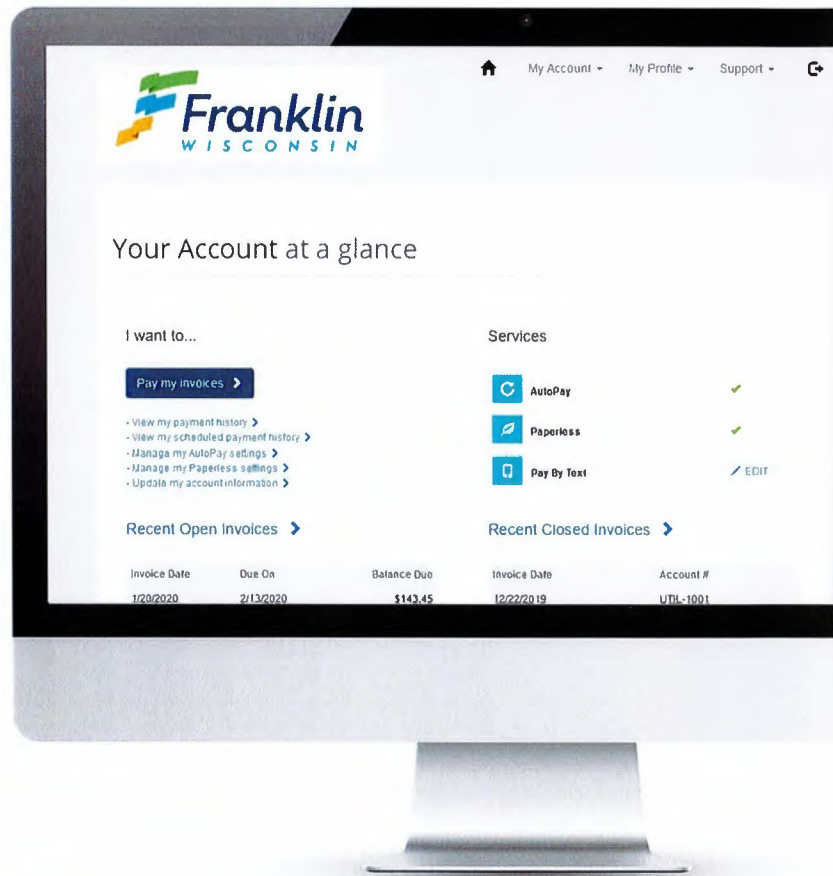
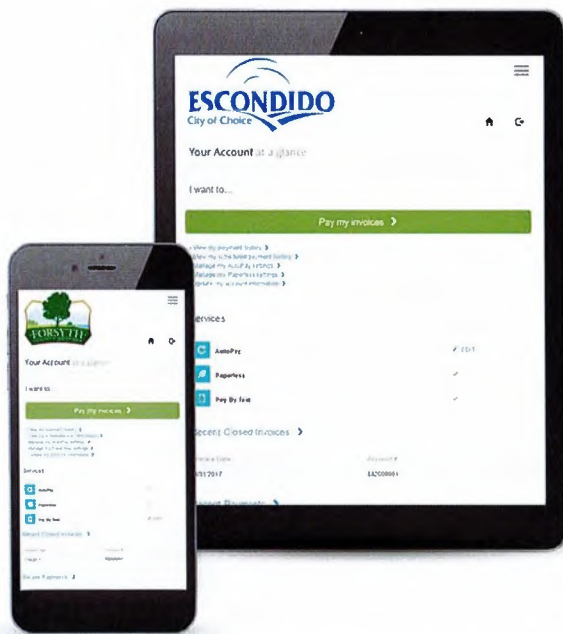
Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

City of Franklin, WI

October 30, 2020

Pricing Valid through December 31, 2020



InvoiceCloud®

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This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

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1 Introduction

Invoice Cloud has provided clients the easy-to-use payment experience that consumers expect based on doing online business with Fortune 100 companies, such as American Express, Geico, Capital One, or Amazon.com. Payers do not 'forgive' a smaller organization's online experience due to fewer resources; they expect everything to be simple and instantaneous. For Invoice Cloud, platform design is paramount to delivering the best results for our clients and your customers; just adding payment channels has limited usefulness. We design our payment channels to significantly increase self-service and e-bill adoption while simultaneously reducing payment-related calls to your customer service team and agents.

To achieve these results for our clients, Invoice Cloud focuses on 4 core competencies: the **4Cs of Effective Electronic Bill Presentment and Payment**.

1. **Cloud:** The application is true SaaS, so our clients never have to do upgrades or updates.
2. **Connect:** Our implementation and integration methodology is best in class, making it simple to install for our clients so they can reap the benefits in 90 - 120 days after signing.
3. **Convert:** The design of the payment channels – how easy it is to enroll in the self-service options, and how easy it is to pay through them – is how Invoice Cloud achieves the industry's best e-adoption rates.
4. **Communicate:** Our intelligent communications engine with event-based reminders (text, e-mail, phone) sent only to payers who have yet to act. This automates communication between you and your customers, drives down call center volume, and increases conversion to self-service.

Invoice Cloud's focus in these 4 areas has resulted in our average client achieving a 119% increase in e-payments and a 2.8X increase in paperless enrollment in year 1 – while also seeing a more than 40% reduction in payment related CSR calls.

Invoice Cloud (IC) by the Numbers

- **Founded** in 2009
 - **130+** different software integrations
 - **2,100+** municipal and utility clients in all 50 states
 - **\$13B+** processed payments in 2019 (roughly **45M** payments)
 - **119%** average online payment adoption increase in the first year of service
 - **2.8x** average paperless billing adoption
 - **99.9%** system up-time
 - **PCI Level 1** and **SSAE 18** (SOC 1 and 2) certified for online payment security
 - **98%** client retention rate
-

Table 1. City of Franklin, WI Proposal Goals and Objectives

Goals & Objectives	Invoice Cloud
1. Future proof your customer experience with a true Software-as-a-Service EBPP platform . Stay ahead of payment and engagement technology with a SaaS partner.	✓
2. Provide a tight, real-time integration that will eliminate manual tasks related to Reporting, Shut-Off, Online Bank Payments, saving time, effort, and frustrations for your CSR staff.	✓
3. Provide CSR staff with detailed reporting on payments and email statistics – easily change/remove emails, block payments methods (supported by web services), track email notification bounce back and click-through status.	✓
4. Improve customer communications by sending out automated, event-driven email and text reminders and notifications (all sent by Invoice Cloud on behalf of the City of Franklin, WI).	✓
5. Implement a customer engagement, e-billing and payment solution that will expand your payment options for Payers, significantly increasing the number of customers adopting paperless and electronic payments.	✓
6. Implement a paperless program proven to be the most effective in the U.S. – with many built in features that automatically encourages payers to enroll in paperless, without any effort needed by the City. Maximizing ‘paperless’ enrollments will maximize print/mail cost savings for the City of Franklin, WI.	✓
7. Reduce inbound phone calls for payment and website related assistance and complaints, making CSRs more efficient and improving the CSR employee’s experience.	✓
8. Provide customers with an enhanced ‘One Time Payment’ (41% of people prefer this way to pay) that allows customers to still see 24 months of bill history without logging in, enroll in ‘paperless,’ sign up for text or e-mail reminders, and pay via Credit Card or ACH (this is a huge factor in increasing e-adoption).	✓

1.1 Our 4Cs Approach

Invoice Cloud delivers a simple, out-of-the box solution with a partnered integration with your billing system, quick and easy implementation, and a proven interface that increases **e-adoption: the measure of how many customers use a billing and payment solution**. E-adoption is the only metric that can demonstrate which solution customers prefer, and **Invoice Cloud provides the industry's highest average e-adoption increase of 119% and 2.8x more paperless enrollments in the first year of service alone**. This e-adoption only grows year-over-year as we improve our true SaaS solution on your behalf. Higher e-adoption means our system is easier to use, has the most comprehensive set of features for flexibility, and has the best interface and marketing techniques to drive usage (**Figure 1**).

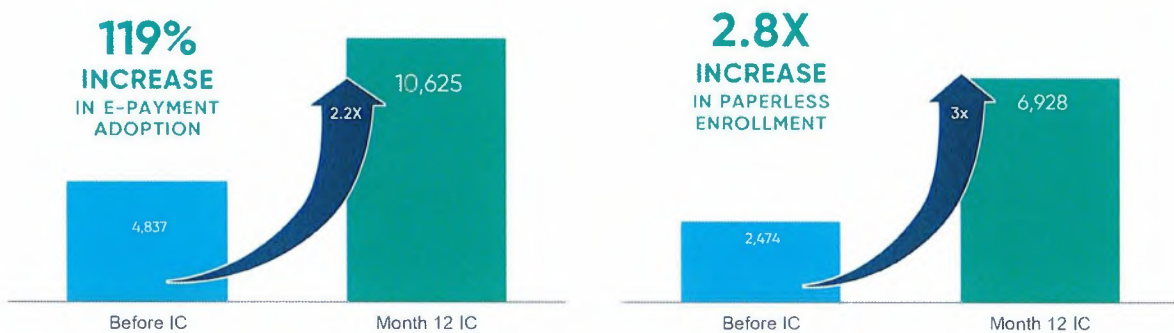


Figure 1. Invoice Cloud's Average First Year Adoption Increases. *Our clients typically see their e-payment adoption and paperless enrollments double in only one year after switching to Invoice Cloud.*

As more of your customers use our platform and switch to paperless billing, AutoPay, and other features of our solution, the City of Franklin, WI saves time and money, having more of both to pursue other business ventures. There is a significant cost to handling paper bills and physical payment instruments (i.e., cash and checks). But you also save operational costs when more customers automatically pay their bills on time every billing cycle, spending less on collection efforts, extra communication, and shutoffs.

The City of Franklin, WI can expect similar (or better!) e-adoption through Invoice Cloud's 4 Cs of a successful EBPP.

1.1.1 Cloud

Continually add new payment options, communications methods, and increased security through True SaaS updates: Invoice Cloud simplifies payment processor management by shouldering nearly all IT processes and upgrades on your behalf. We keep our system up to date through true SaaS delivery of new features and security updates. With IC's true SaaS

platform, the biller always receives access to all new features as we release them, no updates or patches required (Figure 2).

When we release a new enhancement, we update a single instance of our platform and then give each biller the opportunity to opt in through remote activation.

True SaaS means that your customers log into the latest, greatest, and most secure version of our payment portal every time they pay their utility bill. For example: when Invoice Cloud added the option to pay with and save mobile wallet payment methods like Apple Pay and Google Pay, all 2,100+ IC clients received this ability the day of release (Figure 3).

Single Instance, Multi-Tenant, Software as a Service (SaaS)

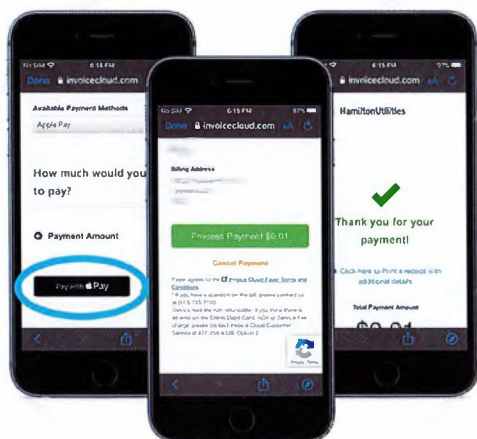


No need to upload patches and upgrades to each individual client site, which drives service levels and delivery of new features!



Figure 2. IC's Single Instance, Multi-Tenant SaaS Platform. IC updates a single stack of code, and all clients receive enhancements immediately without upload patches or upgrades.

Apple Pay



Google Pay

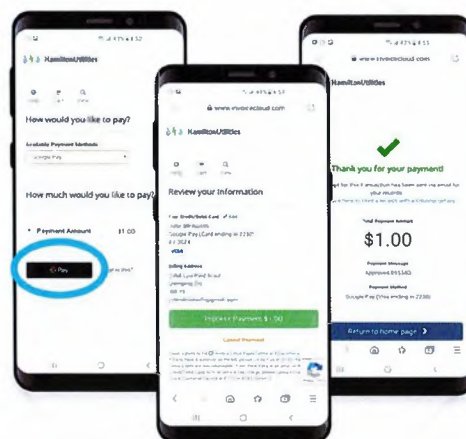


Figure 3. Mobile wallet simplifies the customer experience to make paying easier than ever. Automatic true SaaS updates delivered secure, fast payments through Apple Pay and Google Pay to 100% of our clients on the day of release.

1.1.2 Connect

Receive payments faster and always present the latest balance through Invoice Cloud's integration to your billing system(s): Our platform reflects the data in your core billing/CIS software via a deep integration, reducing administrative work for staff and sending intelligent communications to drive customer self-service. Invoice Cloud has developed more than 130 seamless integrations, leveraging batch, real-time and single sign-on (SSO) with our growing list of partners and supported integrations (Figure 4).



Figure 4. Invoice Cloud's year-over-year increase in Partners. More third-party vendors choose to partner with us after integrating our platforms.

We apply our integration experience to perform 70%+ of the implementation effort on our billers' behalf in 90 - 120 business days. We transparently keep our clients apprised throughout implementation by updating our shared Smartsheets dashboard (Figure 5).

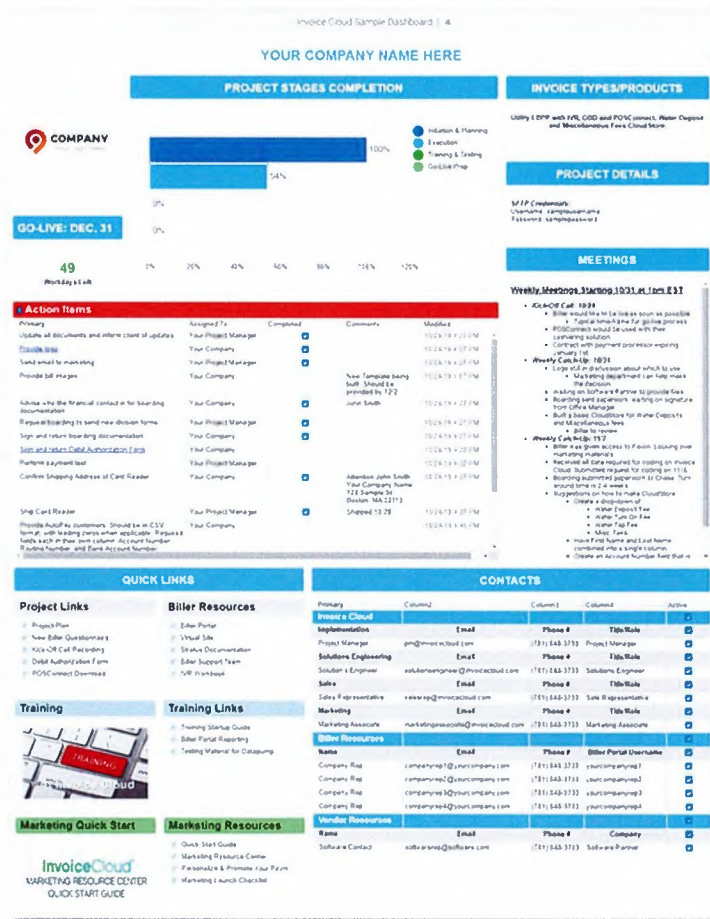


Figure 5. Invoice Cloud Implementation Tracking in Smartsheets. See which key personnel are responsible for each technical aspect of implementation and track day-to-day progress.

Invoice Cloud can also embed our EBPP service into third-party portals through iFrames, creating a seamless experience for the payer that matches the style, color schemes, and branding of an existing portal (Figure 6). Clicking on a link like AutoPay, Paperless, or Account History opens those Invoice Cloud screens within the same platform.

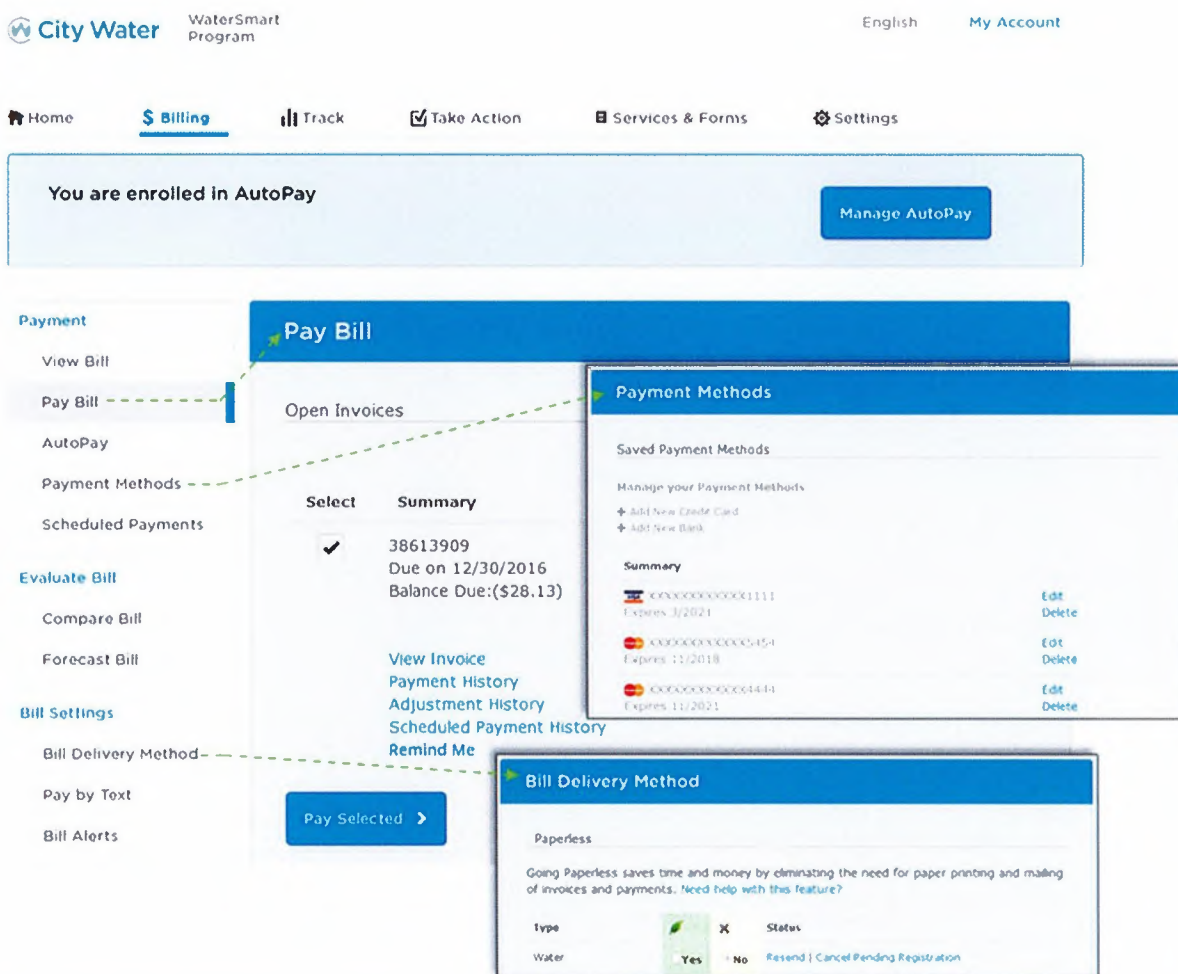


Figure 6. Example of an iFrame-embedded SSO with One of Many Third-Party Portal Solutions. SSO automatically logs customers into both third-party portals and IC as one completely seamless and secure payment experience.

1.1.3 Convert

Increase operation savings in both time and money through streamlined customer self-service:

The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The ease of enrollment of the payment/reminder options, as well as the ease of paying through the various channels determines the number of payers who will use them. Invoice Cloud designed our payment process to engage customers at existing contact points to present opportunities to self-service enroll in payment services and reminders (Figure 7 and Figure 8). We also provide tools to CSRs in our Biller Portal that help retrain customer behavior towards self-service, like sending direct links to their phone via text message. As more of your customers use Invoice Cloud to manage paperless billing, AutoPay, text, and more, you save money and can spend time on more important tasks than manual collections.

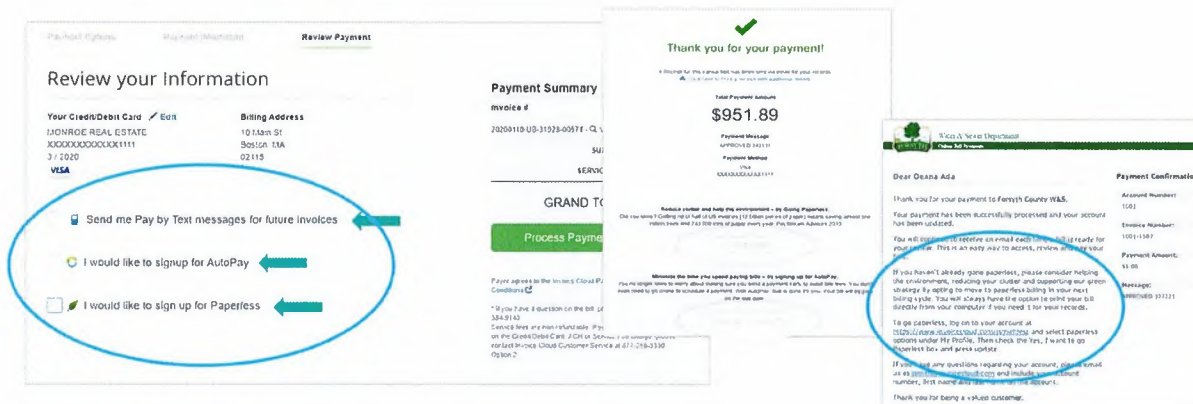


Figure 7. Enrolling in Pay by Text, AutoPay, and Paperless Without Leaving the Payment Process. Customers can enroll mid-payment process, at the very end, and from their confirmation email.

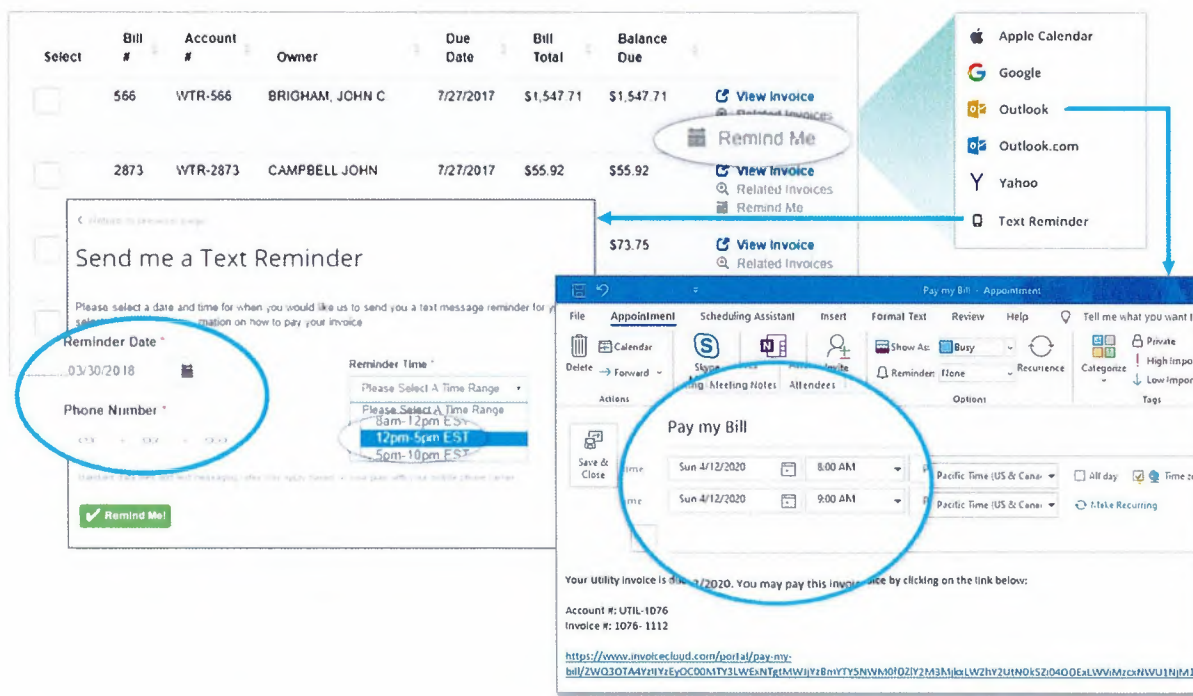


Figure 8. Creating Calendar and SMS Text Reminders Without Leaving the Payment Process. Customers can set events in most popular calendar applications, like Apple and MS Outlook, or schedule one-time text reminders.

1.1.4 Communicate

Improve customer engagement and satisfaction through our platform's simple, consistent interface and communications: The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls. Invoice Cloud helps clients reduce operational costs and customer calls through our consistent customer experience across our omnichannel payment and communication features

(Figure 9). We engage more customers through targeted, automated messaging and self-service so that they help themselves, paying their bills on time without calling or walking into your office.

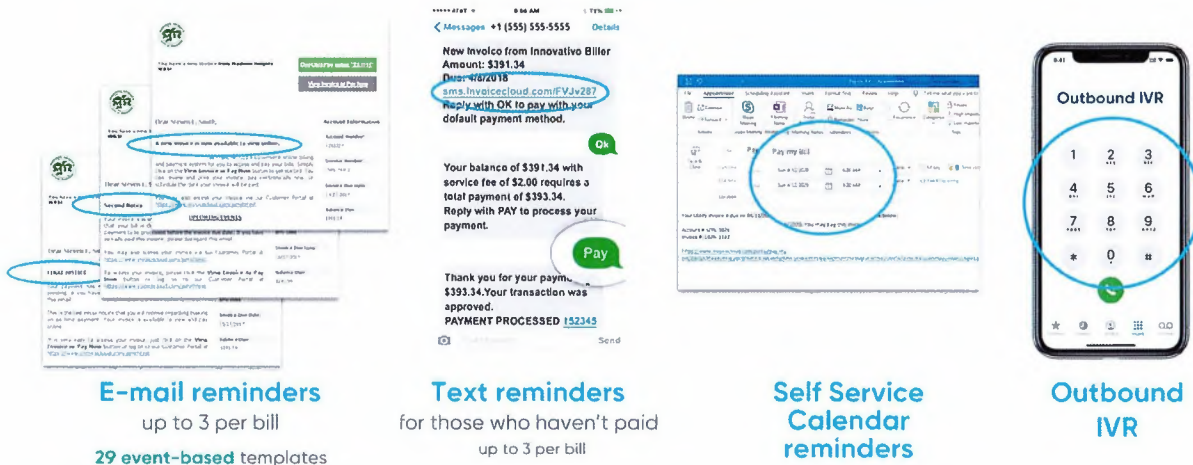


Figure 9. Invoice Cloud's Customer Engagement Platform Options. We help billers more effectively engage payers through the communications channels customers prefer.

1.2 Case Studies

We provide examples of how we apply our 4Cs approach to help our more than 2,100 clients save time and money by converting their customers to self-service electronic payments and paperless billing. The following case studies are typical of our clients' experiences after switching to Invoice Cloud.

1.2.1 City of Escondido, CA

To meet PCI compliance requirements, the City of Escondido decided to move its online payment processing to a third-party vendor. Unfortunately, the system that was implemented created challenges for the City and its citizens through a difficult user experience, lack of convenient payment options and lack of real-time integration, among other issues. After switching to Invoice Cloud, Escondido has achieved PCI Level 1 compliance and increased e-adoption (Figure 10).

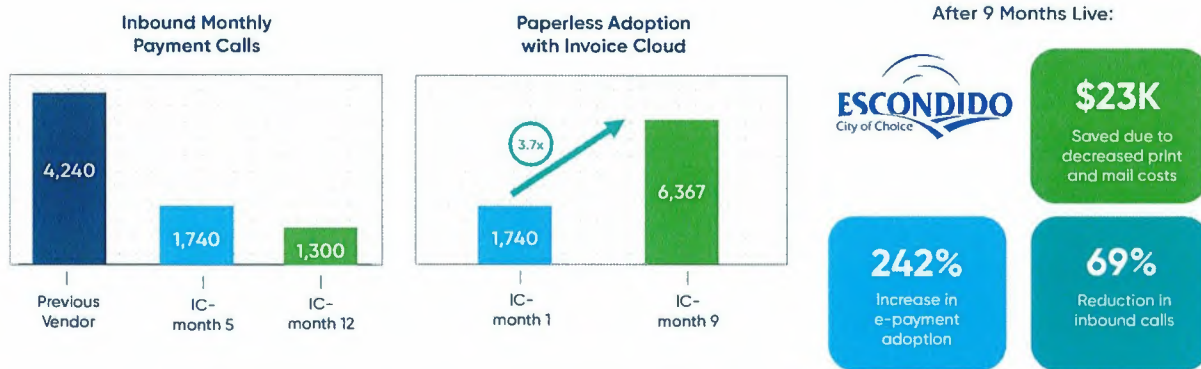


Figure 10. City of Escondido's Savings in Time and Money through Invoice Cloud's Customer Engagement. *In only 9 months, the City increased e-adoption by more than 200% and more than tripled their paperless enrollments. More than half of all City bills are paid electronically, 21% without printing and mailing a paper bill.*

1.2.2 Arlington Water, TX

Increasing water rates were becoming a major issue for Arlington Water Utilities customers. To combat these rate hikes, Arlington needed to find a creative way to increase revenue and decrease costs without raising rates. The utility faced billing challenges, including soaring credit card processing fees, rising print and mail costs, and increased calls and walk-ins. After switching to Invoice Cloud, Arlington increased revenue and cut costs higher e-adoption (Figure 11).

"We feared a major reduction in digital payments due to implementing a convenience fee. We were pleased to see, despite adding the fee, with the Invoice Cloud platform, we reached our previous adoption levels in less than three months and continue to see growth in adoption well above previous levels."

Matt Peters

Water Utilities Department, City of Arlington

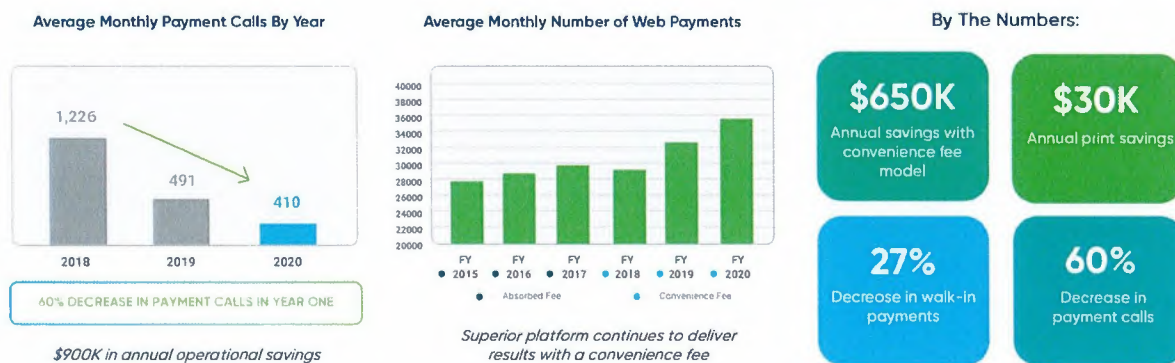


Figure 11. The City of Arlington's Savings in Time and Money by Increasing Customer Engagement through Invoice Cloud. *More City customers use Invoice Cloud to pay electronically every year rather than pay through the mail or over the phone, even with new convenience fees.*

2 Product Overview

Invoice Cloud provides a secure, private, and third-party certified Payment Card Industry (PCI) Level 1 Compliant-solution to electronically present bills from your billing system and accept payments using all major credit and debit card brands, including Visa, MasterCard, Discover, and American Express, as well as eChecks and digital wallet methods like Apple Pay or Google Pay. We are responsible for the security of all cardholder data in the IC system, relieving our billers of all online PCI requirements.

Invoice Cloud recognizes that everyone uses the internet and, more importantly, pays their bills differently. We provide the means to securely access billing data and pay using all credit, debit, ACH, and digital wallet methods across our entire omnichannel customer engagement platform (Figure 12).

We achieve the highest e-adoption rates by providing a consistent interface across fully integrated extensive web and mobile payment options, so that customers can easily learn and use the best self-service options based on their own preferences, including those described in the following subsections.



Figure 12. IC's Communications Engine and Diverse Payment Options Reaches More Payers. Save time and money by engaging customers to pay bills without calling, walking into, or mailing physical checks to offices.

2.1 One-time Payments

Invoice Cloud provides the most robust one-time payment system in the industry.

Registered and unregistered customers can fill a shopping cart with related payments and pay in three or fewer steps, during which we provide multiple opportunities and incentives to register, link a phone number or email address to their accounts for text and email notifications, go paperless, or enroll in AutoPay.

Higher E-adoption through One-Time Payments

41% of online payers use one-time payment channels. Most of these customers do not go online with the intent of signing up for these additional services. *Invoice Cloud maximizes enrollment (and, thus, print/mail cost savings) by presenting enrollment options as part of the one-time payment process.*

Invoice Cloud makes it easy for customers to pay their bills, whether registered or not, through our platform. Customers make one-time payments without logging in to our Customer Portal, which they can access directly from email or text notifications or through your web site. Once in the Customer Portal landing page, the customer can look up their bill using criteria dictated by the biller, such as their Account Number or Service Address (**Figure 13**). They can also view an exact PDF of their invoice, set calendar reminders, and build a shopping cart to pay for any invoice types offered by the biller.

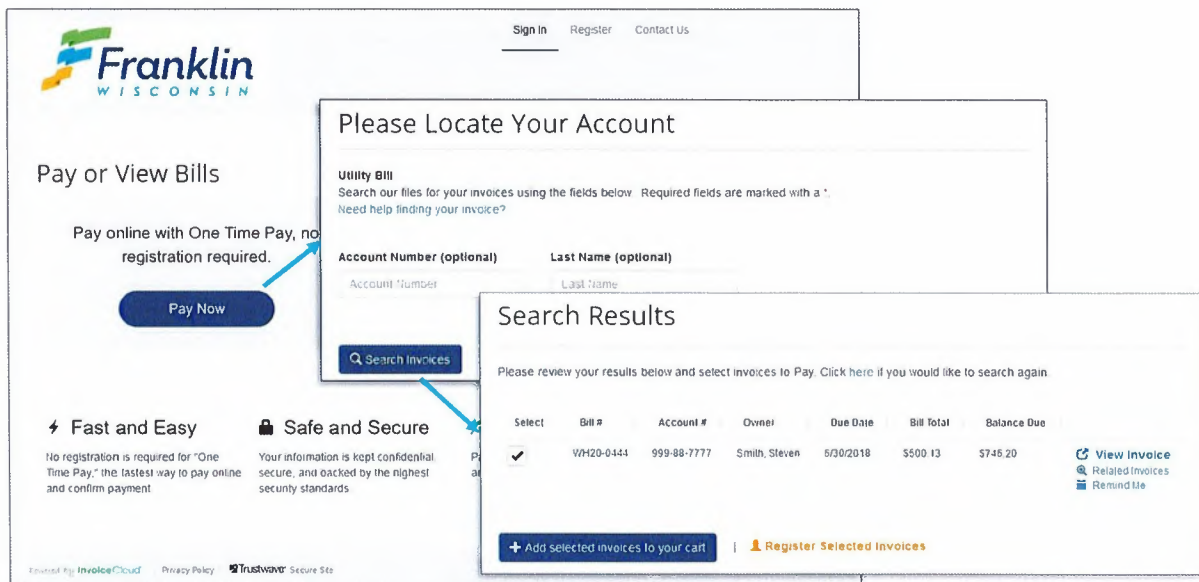


Figure 13. Finding Your Bill for One-time Payment. Customers quickly find their bill using search criteria defined by the biller in accordance with your business rules.

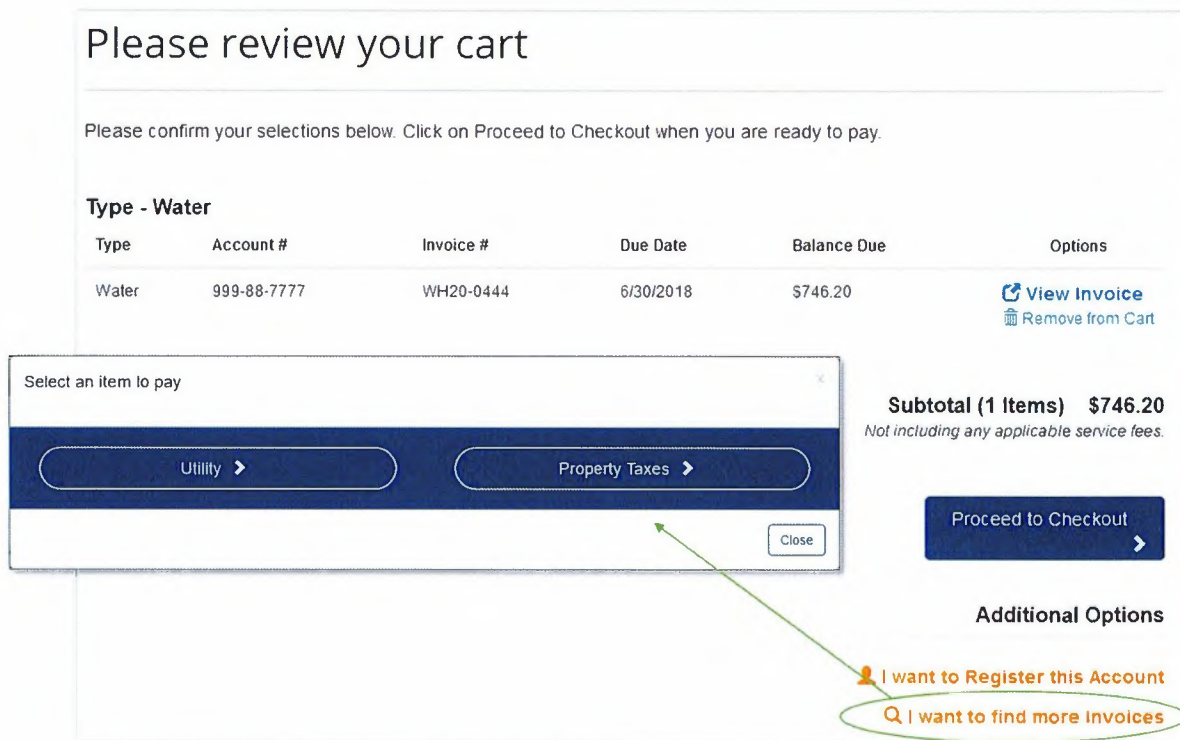


Figure 14. One-Time Payer Adding Multiple Invoices to their Cart. One-time payers can control their payment options at any point of purchase, increasing the likelihood of e-adoption.

IC provides a robust Shopping Cart experience: payers can add multiple invoices from multiple billing departments to their cart, even from disparate billing systems, and pay them all in a single transaction (Figure 14). IC also maintains line items for each invoice against the total balance, depositing each to different bank accounts per your business rules.

We provide a simple, intuitive payment process with proven timesavers, like auto-filling name and address fields from their invoice, and automatically presenting other outstanding bills for the payer to pay (if applicable). We make it easier to pay from mobile devices, reduce rejects and chargebacks, and protect the biller from payments with flagged accounts for fraudulent activity. We also embed proven e-adoption increasing features into our payment

Streamline the Payment Process for Higher E-adoption

- Limit customer keystrokes by pre-populating name and address fields from the invoice
- Auto-enroll customers into email reminders by requiring an email address for their receipt
- Eliminate submittal of invalid payment methods by authorizing card and ACH routing information as entered
- Increase AutoPay, Paperless, and Pay by Text enrollment by providing opportunities to self-service apply payment information

Figure 15. Review Payment. One-time payers can forgo traditional registration while opting into paperless billing by email or text or even AutoPay. This is how we achieve our e-adoption rates.

process, like AutoPay, paperless, and Pay by Text enrollment and registration for flexible payment options (Figure 15).

2.2 Registering for Faster and More Convenient Payments

Invoice Cloud provides a Customer Portal for customers who want to register and take advantage of additional self-service options. Payers can self-service manage their bill pay settings, review their billing and payment history, and change their settings for AutoPay/paperless billing/Pay by Text; additionally, payers can link multiple accounts to their profile, schedule single payments, set-up recurring payments, and save new payment methods (i.e., credit/debit cards, digital wallet methods, and bank accounts for ACH). (Figure 16).

Figure 16. Customer Portal for a Registered Account. Invoice Cloud provides redundant interface options to help any user update and add services to their profile, no matter how they typically use the internet.

2.3 Flexible Payment Options

Invoice Cloud provides several options to help each payer pay their bill on time when it best suits their budget.

2.3.1 Scheduled Payments

Registered customers can schedule a one-time future payment using Scheduled Payments in their Customer Portal account (**Figure 17**). They may schedule more than one payment at a time. We configure the Customer Portal to only allow selections that meet your business rules, like last permissible date for payment and minimum payment amount.

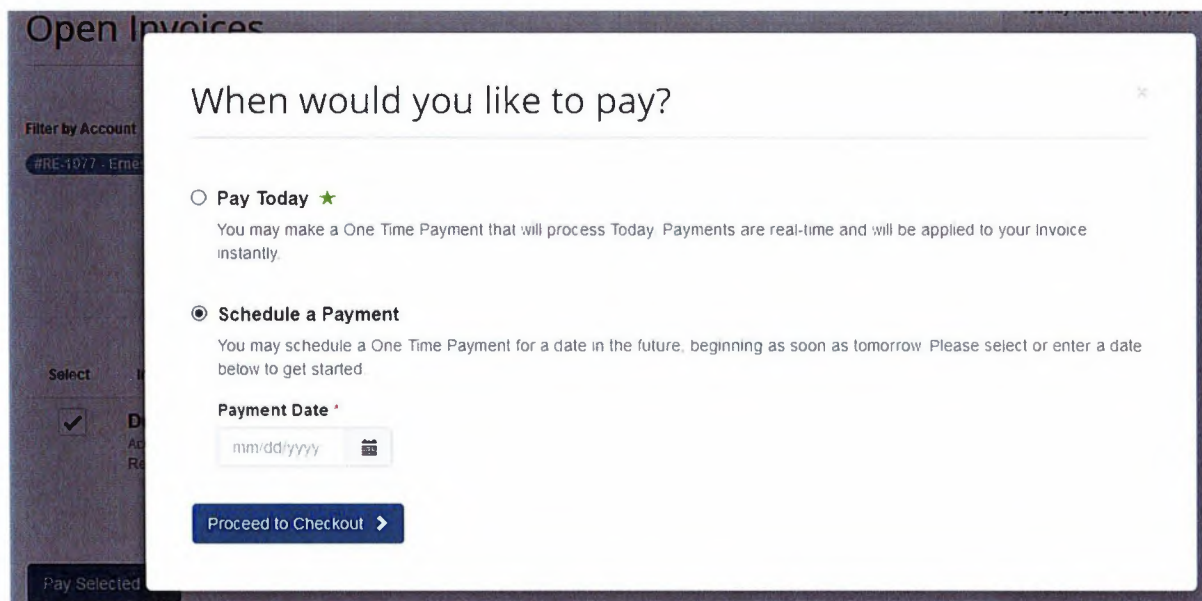


Figure 17. Scheduled Payment Options. Customers can future-date a payment.

2.3.2 Recurring Scheduled Payments

Registered customers can self-service set recurring scheduled payments to pay a certain amount the same day every month (**Figure 18**).

Figure 18. Scheduling Recurring Payments. Customers can schedule and pause a recurring payment for any day of the month.

2.3.3 AutoPay

Any customer—registered or not—can automatically pay their full invoice amount, on the day it is due, through AutoPay. This is critical for utility bills, where balances are based on consumption, and ensures that, if a customer makes partial payments or simply wants the convenience of paying their bills on time, every time, any remaining balance is always automatically paid when due.

Enrollment is 100% self-service either from our one-time payment (which typically doubles AutoPay enrollment for new clients) or from the registered payer's Customer Portal account (**Figure 19**).

Invoice Cloud improves on the AutoPay offered by other vendors

- 100% self-service enrollment, requiring no registration by the customer or action by the biller.
- Securely store and tokenize all payment data using our double encryption methodology.
- Prevent over- and under-payments by always applying the latest balance on the AutoPay due date through real-time data refreshes.
- Provide peace of mind and opportunity to change AutoPay settings prior to payment through automated email reminders.
- Reduce rejects--and shut-offs and late fees--through automated ACH reject email notifications within seconds of AutoPay payment

Edit AutoPay Setup

Registering for AutoPay will void any prior scheduled payments. In order to prevent duplicate transactions, any scheduled payments which are pending for this account will be cancelled. AutoPay will then pay invoices on their due date using your default payment method.

Select an Account *

#UTIL-1001 - Deana Ada

Invoice Type *

Utility Services

Use this payment method *

Please select a Payment Method

AutoPay Status *

Yes, put me on AutoPay

No, I do not want AutoPay

Figure 19. AutoPay Setup. Customers can set and forget AutoPay, always paying their full balance on time.

2.3.4 FlexPay

Registered customers can create their own payment schedule within a billing cycle through IC's FlexPay, making any number of payments before a payment is due. Customers choose the first and last payment dates and then number of payments. IC generates a corresponding number of payment fields so that the customer can set the exact date and amount for each (**Figure 20**).

Payment Options
Payment Information
Review Payment

Schedule your FlexPay payments

When would you like your First Payment to process?

04/05/2018
📅

When would you like your Last Payment to process?

05/10/2018
📅

How many payments would you like to make?

3

📅 Create Schedule

Payment Summary

Invoice #	Amount
14142782652369 - View	\$80.00
SUBTOTAL	\$80.00

Confirm your FlexPay Schedule

1

Payment Date

09/19/2017
📅

Invoice	Payment Amount	Service Fee	Total
OWS-74312	\$ 15.45	\$1.00	\$16.45

2

Payment Date

10/10/2017
📅

Invoice	Payment Amount	Service Fee	Total
OWS-74312	\$ 15.45	\$1.00	\$16.45

3

Payment Date

10/31/2017
📅

Invoice	Payment Amount	Service Fee	Total
OWS-74312	\$ 15.45	\$1.00	\$16.45

Figure 20. FlexPay Setup. Customers can future-date multiple payments to avoid running out of funds.

2.4 Mobile Optimized Payments

Invoice Cloud's Customer Portal is device- and browser-agnostic, working on any mobile device using Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Internet Explorer or Edge browsers. We designed our Customer Portal to be mobile responsive, meaning it changes based on the size of screen it loads on to be readable and maintain all user functionality (**Figure 21**).

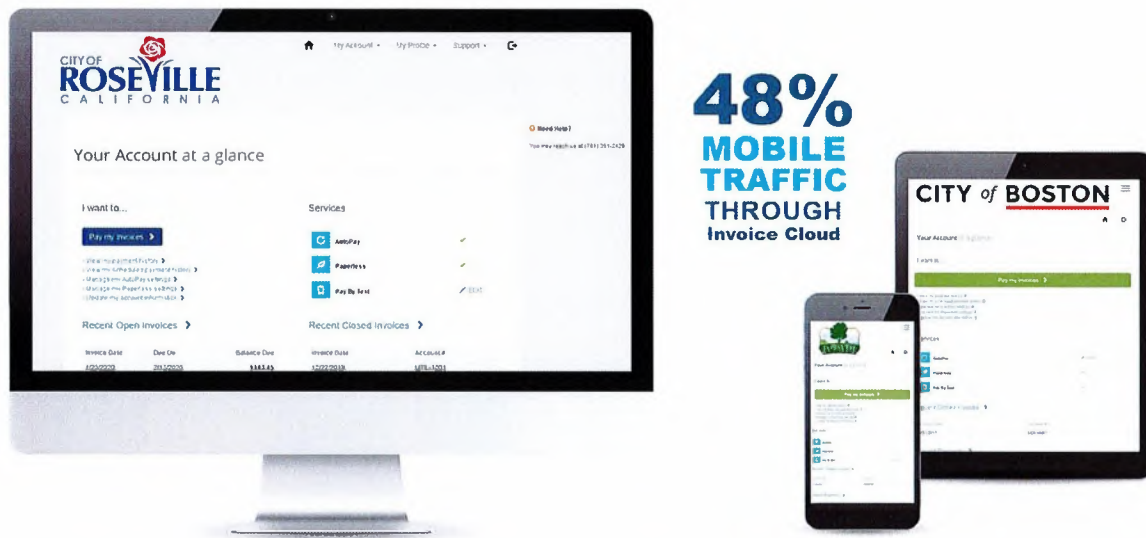


Figure 21. Mobile Responsive Site Design Delivers the Best Invoice Cloud and Device Functionality. Payers can find and pay their bill on any smart device and use mobile wallets like Apple Pay and Google Pay.

2.5 Pay by Text

Customers receive a text notification with a direct link to their payment in our mobile optimized site – no login or reauthentication required. Or, if registered with Invoice Cloud, they can pay by simply replying to the text alert (**Figure 22**).

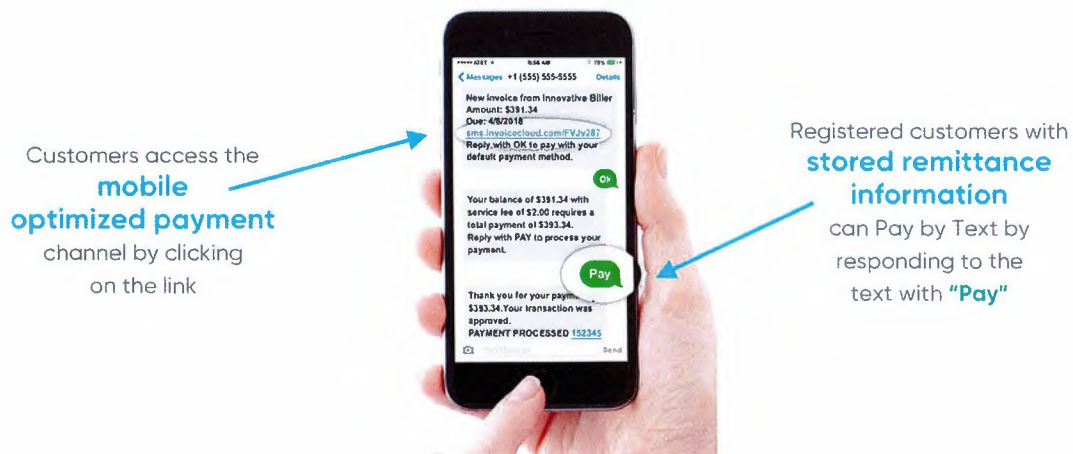


Figure 22. Pay by Text Reminders Engage Mobile Customers. Quickly pay your bill either by SMS text or in the web browser of your choice.

2.6 Donations

Customers can add a donation to the charity of the biller's choice during our simple, three-step payment process. Clients can advertise their charity in the payment route, and customers can either round up, donate a flat amount, or enter a custom amount (Figure 23).



Figure 23. Adding a Donation to their Cart. Customers can easily donate to your preferred cause(s) without exiting the payment process.

2.7 One-stop Shop for All Services

Invoice Cloud's scalability through true SaaS configuration makes it easy to unify both recurring invoiced and one-off, non-invoiced payments in one single billing and payment solution. We configure invoice types for any payment your customers need, whether utility or tax bill or other services like permits and fees, so that each invoice type behaves in accordance with your business rules. Each invoice type can have its own integrated billing system, fee model, depository bank, and more.

2.7.1 Cloud Store

Cloud Store allows billers to accept payments for non-invoiced services such as permits, licenses, membership fees, etc. (Figure 24). We work with our clients to define the required fields, fees, and data entry form to accept payment and provide the right information back to you. Cloud Store works with Shopping Cart, so customers can pay more than one invoice in a single checkout process.

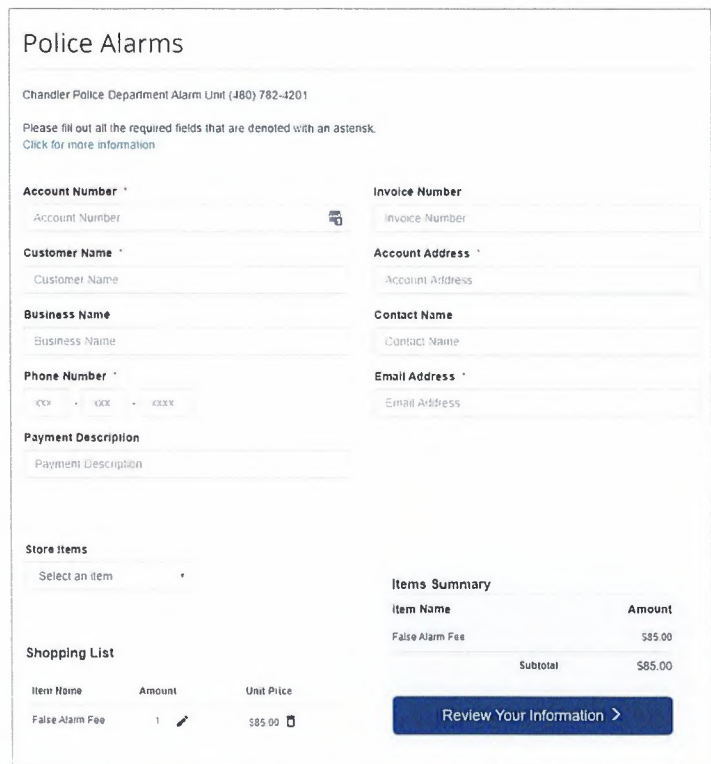


Figure 24. Example of a Cloud Store. Quickly and painlessly add new, non-invoiced payments including all data needed.

2.7.2 Cloud Payment

Cloud Payment integrates Invoice Cloud with third-party systems for one-time non-invoiced items, like parking or permit systems, to securely process payments during the mid-application. IC takes the data from the third-party system to generate an invoice on-the-fly, processing the payment in our own Customer Portal (**Figure 25**). Once payment is complete, IC sends confirmation back to the third-party system, and the customer can complete their application.

The screenshot displays a web interface for a third-party payment site. At the top, there is a navigation bar with links for Home, Notices, Contact, FAQ, and Log Off, along with a date stamp: 'Data last updated on Dec 14 2015'. The main content area shows search results for an owner, with a 'Cart Total: \$1272.34' displayed. Below the cart total are buttons for 'Check Out' and 'Cancel Cart'. A 'Payment Options' section is visible, asking 'How would you like to pay?' and 'How much would you like to pay?'. A 'Payment Summary' table is also present, showing an invoice number (JWS-0333) and a subtotal of \$90.05, with a grand total of \$90.05. A blue callout box points to the 'Check Out' and 'Cancel Cart' buttons, stating: 'Cloud Payments accepts the following data from third-party systems: Invoice Number, Amount, Invoice Type (e.g., business license), Invoice Date, Invoice Due Date'. A green callout box points to the 'Payment Summary' table, stating: 'Cloud Payments supports Credit/Debit Card and E-checks, as well as partial payments'.

Figure 25. Third-Party Payment Site Integrated with IC through Cloud Payments. *Third-party systems can access IC data to process and then receive real-time confirmation of payment.*

2.8 Alternatives to Walk-in Payments

Certain customer bases can only pay in-person (often in cash), so we provide electronic means to pay their bills with physical currency while still reducing foot-traffic in our billers' offices (**Figure 26**). Our fully integrated bill payment **kiosk** accepts cash, check, and debit/credit cards, reducing customer wait time in line by taking no more than 60 seconds per payment. We also provide **CheckFreePay**, which gives customers a barcode to pay with cash at thousands of participating retail, grocery, and convenience stores.

Kiosks



CheckFreePay (Cash)

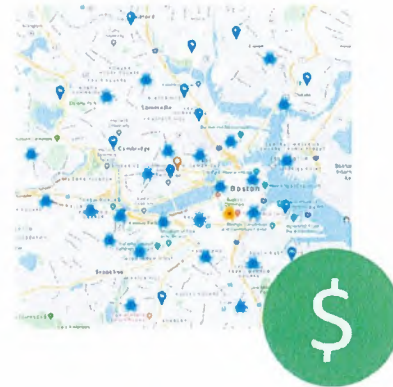


Figure 26. Kiosks and CheckFreePay as Walk-in Payment Alternatives. *Continue accepting in-person payments with shorter wait times, fewer staff, and more locations. Not available yet with our BS&A integration.*

2.9 In-person/Point-of-Sale Payments

We provide a built-in cashiering system in our Biller Portal for in-person payments, which works with optional PCI-compliant credit/debit card readers. We can also integrate directly with cashiering systems. Customers pay by inserting or swiping their cards, and Invoice Cloud automatically updates the customer's balance in your CIS (**Figure 27**). Our integration with BS&A Cash Receipting works differently with different card readers.



Figure 27. One of Several Compliant Card Readers.

2.10 Intercept Bank-issued Paper Checks with Online Bank Direct

Invoice Cloud offers our clients the ability to electronically receive customer payments when they pay through their home bank, using our Online Bank Direct™ (OBD) service. OBD eliminates paper checks issued by online banking sites; you receive electronic ACH deposits instead, saving your staff time and effort. OBD matches electronic payments (like lock box files) to the payer's account. If the match is made, OBD processes and

uploads it into your billing system (**Figure 28**). AI remembers the matches for next time, so each billing cycle is less matching work.

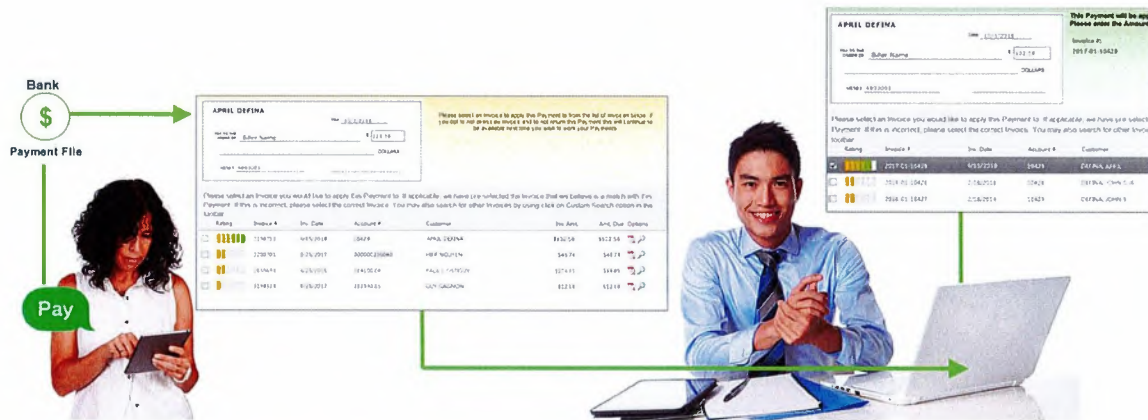


Figure 28. OBD-intercepted Pending Payments. Stop processing paper checks from banks, saving time trying to match them to accounts.

2.11 Pay by Phone/IVR

Invoice Cloud’s fully integrated IVR was designed to get calls out of your call center. With CallerID authentication, gone are the days of payers calling to ask for their account number/customer number before you transfer them to your IVR. Additionally, the option to receive a text instead of continuing with the phone prompts makes it easier for payers to complete a transaction. If the payer chooses to continue with the IVR, the option to save their payment method for next time they call makes paying a 2nd time much easier. Invoice Cloud’s IVR supports English and Spanish, which customers can navigate by either touchtone or voice to pay their bill and save payment methods.

Invoice Cloud also offers an outbound IVR service: bill reminders, past due notifications, and ad-hoc notices (water boil, power outage, etc.) Our clients can customize and schedule reminder calls, e-mails and text to payers through our self-service portal.

Secure, Painless IVR that Promotes Self-Service

- One phone number for customers to dial
- Self-service ACH and CC payments
- Self-service request a text message with a secure payment link using Link Trigger.
- Automatically connect to your account through Caller ID Lookup
- Use special characters to enter complex policy/account numbers
- Receive timely outbound IVR invoice alerts to automatically connect to your bill for payment

2.12 Agent/CSR Tools

Invoice Cloud provides tools to help out billers' Customer Service Representatives better communicate with payers, including our Biller Portal and SSO integration of our payment process with many third-party CSR interfaces. We help CSRs share the customer experience and functionality that helps train customers to try our platform's many self-service options.

2.12.1 Biller Portal

Invoice Cloud's Biller Portal offers extensive reporting and administration tools, making administration, reconciliation, and data mining easier for the City of Franklin, WI (**Figure 29**). The Biller Portal is available 24/7/365 and is 100% self-service for the user.

Based on permissions set by the biller, admin users can:

- Block customers from making ACH and/or Credit Card Payments.
- Send an invoice notification and text links to their payment.
- Set up AutoPay, paperless billing, and more for a payer at their request.
- Log in as the user to recreate their payment experience.
- Review payment and/or email history.
- Issue a credit on an overpayment.

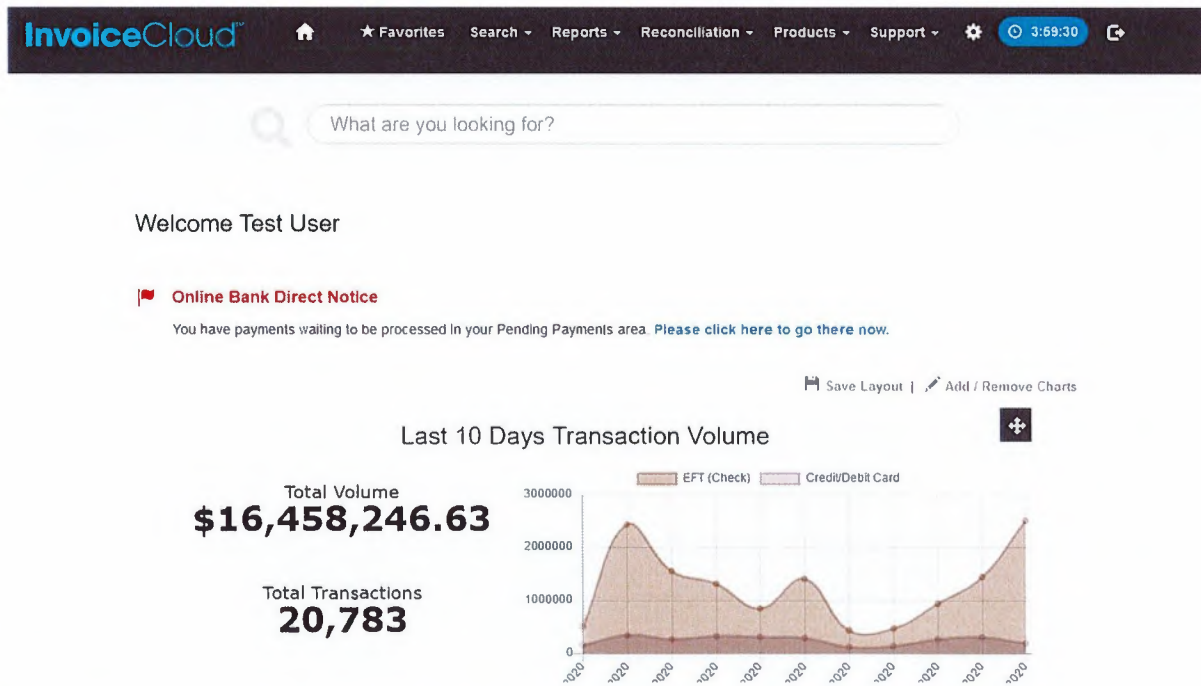


Figure 29. Invoice Cloud's Simple Back-end Biller Portal. Manage all billing functions through our user-friendly interface.

One of the leading reasons customers call our billers to make a payment, despite having an IVR solution, is that customers do not know how to look up their bill in the first place. Invoice Cloud launched CSR Text Reminders so that your CSRs/agents can send a text with a direct link to their bill (**Figure 30**). The customer can now see how easy it is to pay in our mobile site.

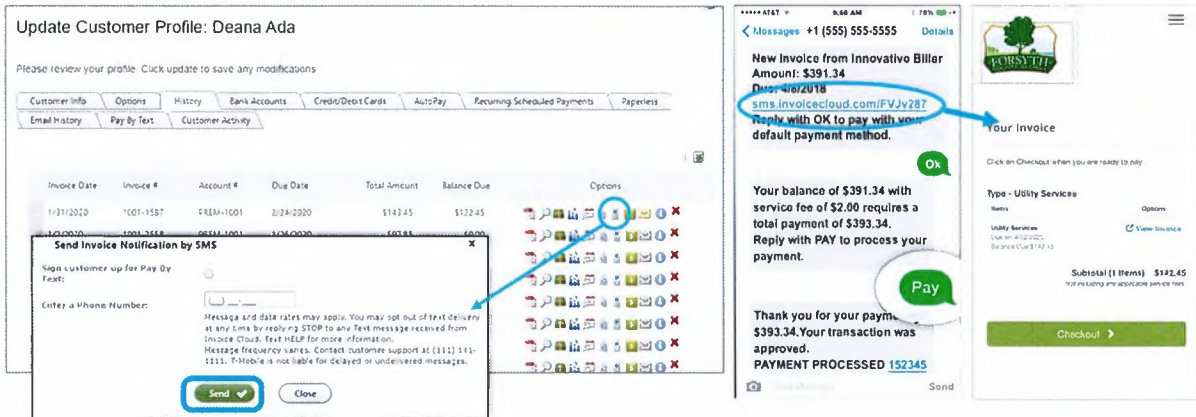


Figure 30. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal. CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

Our admin portal ('Biller Portal') offers many standard and ad hoc reports on demand, 24/7 with date ranges and drill down options to view detail (**Figure 31**).

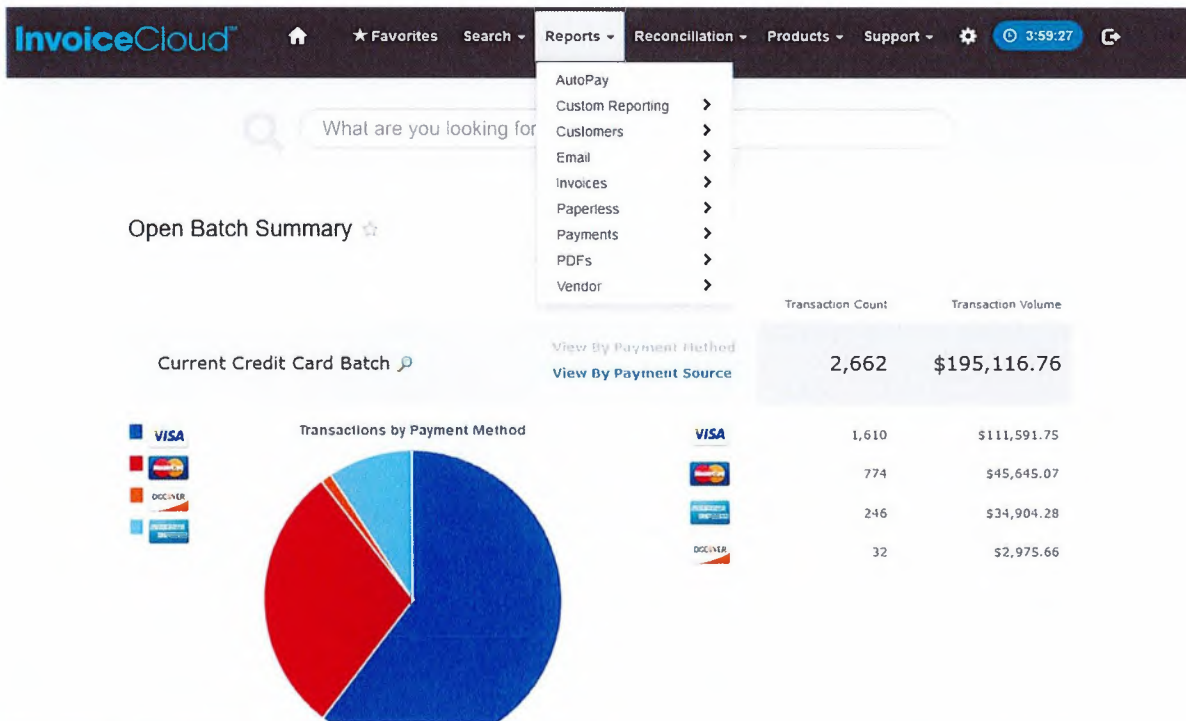


Figure 31. Robust Reporting Options. Use pre-configured reports or define new ones and export results to Excel.

Invoice Cloud provides 29 email templates, all triggered by events and customer activity. Email notifications are completely customizable using the Biller Portal’s built-in editor (Figure 32).

Email Management

You may view and edit all available email templates in this area. Please choose an Email Template type from the dropdown menu. You will see a second drop down with the invoice types you support. Each Invoice Type is allowed to have a different set of values that, when used in a template, will be replaced with a corresponding value when the email is sent.

Email Template Type: **First Invoice Email Notification**

Get Template for Invoice Type: **First Invoice Email Notification**

Save Your Changes Save And Copy

Email Title: You have a new invoice from "BillerDBA"

AutoPay Message (if applicable): Your payment will automatically be made on [date] associated with your auto payment, please log automatic payment.

Email Body: A new Invoice is now available to view online. "BillerDBA" has implemented a convenient online billing and payment system for you to access and pay your bills, simply click on the View Invoice or Pay Now button to get started. You can review and print your invoice, pay electronically now, or schedule the date your invoice will be paid. You may also access your invoice via our Customer Portal at <https://www.invoicecloud.com/VirtualP>. If you have any questions regarding your account, please email us at "BillerCustomerServiceEmailAd"

Narragansett Bay Commission

You have a new invoice from the Narragansett Bay Commission

Dear NHU, PAU:

A new invoice is now available to view online. NBC has implemented a convenient online billing and payment system for you to access and pay your bills. Simply click on the **View Invoice or Pay Now** button to get started. You can review and print your invoice, pay electronically now, or schedule the date your invoice will be paid.

You may also access your invoice via our Customer Portal at <https://www.invoicecloud.com/VirtualP>.

If you have any questions regarding your account, please email us at billercustomer@nbc.com. Be sure to include your first name, last name, and account number.

Thank you for choosing to view and pay online. Narragansett Bay Commission

With these e-mailed bill reminders going out to your payers, it is a great opportunity to plug different areas of the Commission or use to advertise products and or services.

Having a social media presence is pretty much the norm today, but it's all in how you market your social media that will make it successful and advertising plays a big roll. Our clients have found the bill reminders are very powerful in getting the word out.

Figure 32. Invoice Cloud’s Unmatched Email Management Tool. No other EBPP provider provides this level of control over the content and branding of its email engine.

2.12.2 CSRConnect

Your CSRs can also accept in-person and over-the-phone payments from within your existing cashing system through our CloudCSRConnect interface. CloudCSRConnect integrates Invoice Cloud with a third-party CIS application to redirect to areas within the Customer Portal. We connect fields via API, dynamically creating or updating a customer and their invoice details and balance (Figure 33). Not available with our BS&A integration.

Multiple Landing Options, including:

- 1 = Open Bill Listing
- 2 = Paperless Settings
- 3 = AutoPay Settings
- 4 = Password Change
- 5 = Payment Options
- 6 = Closed Bill Listing

Open Invoices

Filter by Account

999-88-7777 - Seth, Steven

Filter by Invoice Type

Utility

Filter by Date

All Dates

This Month

Last Month

Last 3 Months

Last 6 Months

Last 12 Months

Filter by Amount

All Amounts

\$0.00 - \$500.00

\$500.01 - \$1000.00

\$1000.01 - \$2500.00

\$2500.01 - \$5000.00

\$5000.01 - \$10000.00

\$10000.01 +

Select	Invoice	Address	Due Date	Balance Due	
<input checked="" type="checkbox"/>	<p>Due in 16 days</p> <p>Account #999-88-7777</p> <p>Utility</p> <p><small>NOTE: If you are scheduling a payment beyond the due date, late fees/collectors may still apply.</small></p>	124 Perm St	11/29/2019	\$400.13	<p>View Invoice</p> <p>Payment History</p> <p>Adjustment History</p> <p>Schedule Payment History</p> <p>Remind Me</p>

[Play Selected](#)

New Credit Card

Choose the card you wish to use and click Save. Credit Card information is used for your information. Read more information.

Credit Card Number

XXXXXXXXXX

Expiration Date

MM/YY

Billing Name

XXXX XXXXX

Billing Address

XXXXXX ST

Country

United States

Billing City

XXXXXX

Type

XXXXXXXXXX

Zip

XXXXXX

[Save Credit Card Information](#)

Paperless

Going Paperless saves time and money by eliminating the need for paper printing and mailing of invoices and payments. Need help with this feature?

Account #	Type		Status
999-88-7777	Utility	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not Paperless

[Save my changes](#)

Figure 33. CSRConnect's API Links Common CSR Functions to Invoice Cloud Features. CSRs can access IC's payment EBPP without switching from their CIS's CSR screens.

3 Pricing

Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing. Pricing based on 3,333 bills per month and \$135 average credit card payment.

Service Description	Fee
Integration, Deployment and Training NOTE: Includes integration with BS&A Online & BS&A Cash Receipting	No Charge
Account Access – monthly access to branded Customer and Biller Portals NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$150.00 / monthly
HelpDesk Support and Marketing – access to Invoice Cloud HelpDesk, client services team, and marketing support to help the City achieve the industry’s highest payment and paperless adoption.	No Charge
Paperless Billing – per paperless bill per cycle NOTE: Only when paper is suppressed and a paper invoice is not mailed.	\$0.35 / each
Electronic Payment Fees – Convenience Fee Model	
Credit / Debit Cards – Visa, MasterCard & Discover; fee per transaction; paid by the customer/payer. <i>American Express is not a payment option.</i>	\$3.95 up to a limit of \$450.00
E-Check / ACH One-time Payment – per transaction; paid by cust/payer	\$2.50
E-Check / ACH AutoPay – per transaction; paid by the City of Franklin, WI	\$.60
Miscellaneous Fees	
Credit Card Chargeback – disputed charge, etc.	\$10.00
ACH Reject – NSF, closed account, can’t locate account, etc.	\$15.00
CheckFreePay – Cash Payments @ Retail Locations (Optional)	
Customer or Biller Paid – per transaction – Mainly Walmart Stores	\$2.95
IVR (Optional)	
Inbound – Per Call (Payment Only)	\$0.75
Point-of-Sale Card Readers (Optional)	
Depends on if credit card transactions will be through BS&A or Biller Portal	
Online Bank Direct – Online Bank Payment Consolidation (Optional)	
Per Transaction Fee	\$0.25
OBD Monthly Access Fee	\$50.00

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/1/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A Resolution Confirming the Designation of Trustees to the City of Franklin Defined Contribution Retirement Plan Held Through Principal Financial Group</p>	<p>ITEM NUMBER</p> <p><i>G.15.</i></p>

Principal Financial Group, who is a provider of services for the City of Franklin related to the Franklin Defined Contribution Retirement Plan (#361989), is requesting a resolution naming new trustees for the City of Franklin as their most recent documents list Paul Rotzenberg and Mark Lubarda as authorized persons to sign documents or make decisions related to the benefit plans the City of Franklin has with Principal Financial Group.

Attached is a resolution designating Paul Rotzenberg and Peggy Steeno as trustees for the City of Franklin as authorized persons to sign documents or make decisions related to the City benefit plans that are held through Principal Financial Group.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020-____, A Resolution Confirming the Designation of Trustees to the City of Franklin Defined Contribution Retirement Plan.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

CONFIRMATION OF THE DESIGNATION OF TRUSTEES TO THE
CITY OF FRANKLIN DEFINED CONTRIBUTION RETIREMENT PLAN

WHEREAS, Principal Life Insurance Company, a member company of the Principal Financial Group (hereafter "Principal"), is a provider of services for the City of Franklin related to the City of Franklin Defined Contribution Retirement Plan (#361989), and

WHEREAS, Principal has requested that the City of Franklin identify by Resolution the Trustees of the City of Franklin Defined Contribution Retirement Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of Franklin, Wisconsin, to hereby confirm the Trustees of the City of Franklin Defined Contribution Retirement Plan to be Peggy Steeno, the Director of Administration for the City of Franklin, and Paul A. Rotzenberg, the Director of Finance and Treasurer for the City of Franklin.

BE IT FURTHER RESOLVED that in the event that Ms. Steeno and Mr. Rotzenberg are unable, unavailable, or no longer authorized to carry out the duties of their positions, including the duties of Trustee confirmed herein, and provided such status is confirmed to Principal in writing by the City Clerk of the City of Franklin, the then Mayor of the City of Franklin is authorized and shall be granted the signatory and decision making authority for the plan, to the extent needed, until such time as the trustees become available or the Common Council shall designate additional or new trustees.

Introduced at a regular meeting of the Common Council of the City of Franklin this 1st day of December, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 1st day of December, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 1, 2020
REPORTS AND RECOMMENDATIONS	<i>Orville Seymer v City of Franklin</i> , Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G.16.</i>
<p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/01/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of December 1, 2020.

COUNCIL ACTION REQUESTED




414-425-7500

License Committee
Agenda*
Aldermen's Room
December 1, 2020 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Liquor & Beer Request for Change in Premise Description 2020-2021 6:05 p.m.	Sam's East, Inc. DBA Sam's Club #8167 6705 S. 27 th Street Michelle L Peterson, Agent			
Operator 2020-2021 New	Broadway, Awmorreunce S 2446 N. 4 th St Milwaukee, WI 53212 On The Border			
Operator 2020-2021 New	Hardy, Stephanie 223 108 th St Franksville, WI 53126 Walgreens# 5459			
Operator 2020-2021 New	Hempel, Samantha J. 11353 W Mayers Dr Franklin, WI 53132 Irish Cottage			
Operator 2020-2021 New	Zielinski, Pablo A. 2740 N. Humboldt Blvd Milwaukee, WI 53212 Milwaukee Burger Co.			
Change of Agent 2020-2021	Walgreens #05459 Melissa Maynard 250 Morris St. Pewaukee, WI 53072			
3.	Adjournment			
		Time		

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

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/01/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 13, 2020 through December 1, 2020 Nos. 180471 through Nos. 180615 in the amount of \$ 1,760,046.36. Also included in this listing are EFT's Nos. 4445 through Nos. 4452. Library vouchers totaling \$ 28,351.28 and Water Utility vouchers totaling \$ (77.04). Voided checks in the amount of \$ 475,000 are separately listed.

Early release disbursements dated December 13, 2020 through November 30, 2020 in the amount of \$ 1,007,500.78 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated November 20, 2020 is \$ 426,929.94 previously estimated at \$ 409,000. Payroll deductions dated November 20, 2020 are \$ 439,006.68 previously estimated at \$ 455,000.

The estimated payroll for December 4, 2020 is \$ 412,000 with estimated deductions and matching payments of \$ 245,000.

Attached is a list of property tax disbursements Nos. 17923 dated November 13, 2020 through December 1, 2020 in the amount of \$ 2,592.98.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of December 1, 2020 in the amount of \$ 1,760,046.36 and
- Payroll dated November 20, 2020 in the amount of \$ 426,929.94 and payments of the various payroll deductions in the amount of \$ 439,006.68 plus City matching payments and
- Estimated payroll dated December 4, 2020 in the amount of \$ 412,000 and payments of the various payroll deductions in the amount of \$ 245,000, plus City matching and
- Property Tax disbursements with an ending date of December 1, 2020 in the amount of \$ 2,592.98.

ROLL CALL VOTE NEEDED