

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

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

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements: Intergovernmental Cooperation Council Letter to Distinguished State Leaders Regarding Pandemic Funding.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of October 6, 2020.
 - 2. Regular Common Council Meeting of November 2, 2020.
- D. Hearings – 2021 Proposed Budget.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Awarding the Sale of \$3,175,000 General Obligation Community Development Bonds, Series 2020B.
 - 2. A Resolution Awarding the Sale of \$9,770,000 Taxable General Obligation Refunding Bonds, Series 2020A.
 - 3. 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.
 - 4. 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.

Common Council Meeting Agenda

November 17, 2020

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5. Amendment No. 2 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2021.
6. Approval of an Information Technology Services Agreement with Heartland Business Systems (“HBS”).
7. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (“GIS”) Support and Database Maintenance Services for 2021.
8. A Resolution to Authorize Vandewalle & Associates, Inc. to Provide Additional Support for Parkland Acquisition Services.
9. Request to Continue with AT&T as the Vendor for Centrex Line Telephone Services at Certain City Facilities, in Accordance with the State of Wisconsin Bid Award, and Authorization for the Director of Administration to Execute and Administer the Five-Year Centrex Telephone Service Agreement.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of November 17, 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:

November 19	Plan Commission Meeting	7:00 p.m.
November 26 & 27	Thanksgiving	City Hall Closed
December 1	Common Council Meeting	6:30 p.m.
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



INTERGOVERNMENTAL
COOPERATION COUNCIL

B.2.

Glendale Mayor Bryan Kennedy, Chair & Secretary 5909 N Milwaukee River Parkway, Glendale, WI 53209 (414) 228-1700
West Allis Mayor Dan Devine, Vice-Chair, 7525 West Greenfield Avenue, West Allis, WI 53214, (414) 302-8290
Greenfield Mayor Michael Neitzke, Treasurer, 7325 W Forest Home Avenue, WI 53220 (414) 329-5200

November 11, 2020

Governor Tony Evers
Senate Majority Leader Scott Fitzgerald
Senate Majority Leader-elect Devin LeMahieu
Speaker of the Assembly Robin Vos
Senate Minority Leader Janet Bewley
Assembly Minority Leader Gordon Hintz

Dear Distinguished State Leaders:

On behalf of the twenty local governments within Milwaukee County and the local health departments we support, we write to ask for increased state assistance as we battle the coronavirus pandemic. Local governments like ours have been and continue to lead this response, with no end in sight. However, we do so despite great policy and funding challenges that have impacted our capacity and ability to scale up for the inevitable surge that we are now experiencing. This work is incredibly resource and time intensive, requiring strong funding, staffing, and infrastructure.

Unfortunately, as this pandemic continues to grow and affect every corner of our state, local governments continue to struggle to find the resources to support their response efforts. We need state help in developing and funding a plan that will continue these efforts into 2021. Your support for the Public Health State of Emergency Declaration and subsequent statewide policy interventions to decrease disease transmission is vital. Additionally, there is a critical need to commit to funding local and state public health infrastructure to develop and carry out a coordinated strategic plan.

More urgently, we are specifically requesting state leaders work together to provide immediate appropriation of GPR until an ongoing source of COVID-specific funds is identified. We do not yet have a specific dollar amount, but Milwaukee County staff will reach out with a specific ask for our local health departments in the coming days.

Bayside - Brown Deer - Cudahy - Fox Point - Franklin - Glendale - Greendale
Greenfield - Hales Corners - Milwaukee - Milwaukee County - Oak Creek - River Hills - St Francis
Shorewood - South Milwaukee - Wauwatosa - West Allis - West Milwaukee - Whitefish Bay

This GPR appropriation would pay for:

1. Increased testing capacity through development of a coordinated state and local strategic testing plan, including increased staffing at community testing sites and expanded testing availability.
2. Increased contact tracing capacity, specifically aimed at our schools and targeted concentrations of positive cases in our communities.
3. Increased staffing for case management of the increasing number of positive cases in the state and region.
4. We also ask you to commit to a specific amount of funding that will be made available to local governments through the Routes to Recovery program for community economic recovery.

Local governments are the chief strategists of the COVID-19 response in communities across the Wisconsin. Through our front-line agencies, we provide emergency response efforts, testing and contact tracing services, mental health and housing services, and support to the aging population of our communities, all while working to support the economic recovery of our region.

The Intergovernmental Cooperation Council has already called on Congress to act quickly to provide substantial additional direct and flexible investments to the local governments who remain steadfast partners in restoring our public and economic health. We now call on our state officials to act, as well. Congress has appropriated specific funding to support the COVID-19 response at state and local governments, and local health departments. The state has made those resources available to municipal governments, local health departments, and emergency management agencies. As you know those funds must be spent by year-end.

Local governments, health departments, and emergency management agencies in Milwaukee County have exhausted our resources responding to the pandemic. Without additional assistance, we will be unable to conduct the basic mitigation and prevention efforts critical to addressing the pandemic. We need your help.

Respectfully,

The Members of the Intergovernmental Cooperation Council of Milwaukee County



INTERGOVERNMENTAL

COOPERATION COUNCIL

Glendale Mayor Bryan Kennedy, Chair & Secretary, 5909 N Milwaukee River Parkway, Glendale, WI 53209, (414) 228-1700
West Allis Mayor Dan Devine, Vice-Chair, 7525 West Greenfield Avenue, West Allis, WI 53214, (414) 302-8290
Greenfield Mayor Michael Neitzke, Treasurer, 7325 W Forest Home Avenue, WI 53220 (414) 329-5200

[Signature of Bryan Kennedy]

Mayor Bryan Kennedy – Glendale, ICC Chair

[Signature of Stephen Olson]

Mayor Stephen Olson - Franklin

[Signature of Dan Devine]

Mayor Dan Devine – West Allis, ICC Vice Chair

[Signature of James Birmingham]

Village President James Birmingham - Greendale

[Signature of Michael Neitzke]

Mayor Michael Neitzke – Greenfield, ICC Treasurer

[Signature of Daniel Besson]

Village President Daniel Besson – Hales Corners

[Signature of David Crowley]

County Executive David Crowley– Milwaukee County

[Signature of Tom Barrett]

Mayor Tom Barrett – Milwaukee

[Signature of Eido Walny]

Village President Eido Walny – Bayside

[Signature of Dan Bukiewicz]

Mayor Dan Bukiewicz – Oak Creek

[Signature of Wanda Montgomery]

Village President Wanda Montgomery – Brown Deer

[Signature of Stephen Anderson]

Village President Stephen Anderson – River Hills

[Signature of Thomas Pavlic]

Mayor Thomas Pavlic – Cudahy

[Signature of Erik Brooks]

Mayor Erik Brooks – South Milwaukee

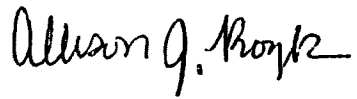
[Signature of Douglas Frazer]

Village President Douglas Frazer – Fox Point

[Signature of Ken Tutaj]

Mayor Ken Tutaj – St Francis

Bayside - Brown Deer – Cudahy - Fox Point – Franklin – Glendale - Greendale
Greenfield - Hales Corners – Milwaukee - Milwaukee County - Oak Creek - River Hills - St Francis
Shorewood - South Milwaukee – Wauwatosa - West Allis - West Milwaukee - Whitefish Bay



Village President Allison Rozek – Shorewood



Village President John Stalewski – West
Milwaukee



Mayor Dennis McBride – Wauwatosa



Village President Julie Siegel – Whitefish Bay

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: <ol style="list-style-type: none"> 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.

- 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 the Department of Public Works staff to execute an agreement with Pure Mechanical LLC for the replacement of the split heating and cooling system at the Franklin DPW Building, for the amount of \$29,000.00. 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 2, 2020
MINUTES

- | | | |
|---|------|---|
| ROLL CALL | A. | The regular meeting of the Common Council was held on November 2, 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, and City Attorney Jesse A. Wesolowski. |
| CITIZEN COMMENT | B.1 | Citizen comment period was opened at 6:31 p.m. and closed at 8:30 p.m. Alderman Barber vacated his seat at 8:02 p.m. and returned at 8:06 p.m. |
| MAYORAL
ANNOUNCEMENT | B.2. | Mayor Olson presented an Intergovernmental Cooperation Council letter to Federal Delegation Regarding Pandemic Funding. |
| MINUTES
OCTOBER 6, 2020 | C.1. | Alderman Dandrea moved to table the minutes of the regular Common Council Meeting of October 6, 2020 to the November 17, 2020 Common Council meeting. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| MINUTES
OCTOBER 20, 2020 | C.2. | Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of October 21, 2020 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. | Alderman Mayer moved to confirm the Mayoral Appointment of Timothy Solomon, 8026 S. Mission Dr., Ald. Dist. 2, Community Development Authority, for a 4 year term expiring August 30, 2024. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Hanneman, Alderman Barber and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried. |
| RES. NO. 2020-7681
SPECIAL USE
RECONSIDER FOR
MEAT PROCESSING
PLANT-STRAUSS | G.1. | Alderwoman Hanneman moved to reconsider action taken on October 20, 2020 to deny A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), and the non-approval thereof. Seconded by Alderman Dandrea. On roll |

call, the vote was as follows: Alderman Dandrea, Alderwoman Hanneman and Alderman Barber voted Aye; Alderman Mayer, Alderwoman Wilhelm and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

Alderwoman Hanneman moved to substitute a motion to adopt a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), as presented to the Common Council on November 2, 2020, in the place of the motion to deny a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), and the non-approval thereof. Seconded by Alderman Dandrea.

Alderwoman Hanneman then moved to amend the motion to include the following conditions with the existing 20 conditions of approval in the Resolution:

21. The applicant, successors and assigns, shall implement sound control devices, including but not limited to additional chimneys or baffles, to reduce the sound from exhaust and ventilation fans to a maximum of 65 decibels at the ground level adjacent to the building closest to the fan.
22. The applicant, successors and assigns, shall mitigate truck traffic noise and impact by installing a 5-foot high landscape berm on the east side of the livestock loading area to provide additional screening and sound deflection.
23. The applicant, successors and assigns, shall further mitigate truck traffic noise and impact by increasing the height of the berm along the north property line by an average of 2 feet over that shown on the existing approved site plan. This berm shall be designed to appear natural.
24. The applicant, successors and assigns, shall submit a revised Landscape Plan which shows the approved changes to berms and landscape buffers as provided in Conditions 22 and 23 above.
25. The applicant, successors and assigns, shall establish and maintain a citizen complaint procedure, in which concerned residents contact a designated representative of the applicant, successors or assigns, and provide details of any complaints. The applicant, successors and assigns, shall compile any and all complaints and submit a monthly report of the complaints to the City Health

Department, along with any actions taken. This procedure shall be in addition to current coordination with the City Health Department regarding complaints and coordinating responses thereto. Seconded by Alderman Dandrea. On roll call, the vote was as follows: Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Nelson and Alderman Mayer voted No. Motion carried.

On the vote to substitute a motion as amended to adopt a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive, Alderman Dandrea, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Mayer; Alderwoman Wilhelm, and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

Upon the substitute motion as amended to adopt Resolution No. 2020-7681, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE (LOT 83 OF RYAN MEADOWS SUBDIVISION) (STRAUSS BRANDS LLC, APPLICANT), as presented to the Common Council on November 2, 2020: On roll call, the vote was as follows: Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted Aye; Alderman Nelson, Alderwoman Wilhelm and Alderman Mayer voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

TID 6 FINANCING
PLAN

G.2.

No action was taken on the review of Tax Incremental District 6 Financing Plan with pending \$3 million debt offering.

Alderman Hanneman vacated her seat at 9:56 p.m. and returned at 9:57 p.m.

Mayor Olson vacated his seat at 10:04 p.m. and passed the gavel to Alderman Dandrea, who then chaired the meeting.

W. MARQUETTE
AVE. EXTENSION
PROJECT 2021

G.5.

No action was taken on the Proposed 2021 Capital Improvement Fund budget to add a W. Marquette Avenue extension project from S. 49th Street to S. 51st Street with a \$925,000 appropriation and a \$86,000 donation from developers, and a \$600,000 transfer from the Special Assessment Fund in the Capital Improvement Fund.

AGREEMENT FOR
CONSTRUCTION OF
W. MARQUETTE
AVE.

G.3.

Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to approve the Agreement to Construct West Marquette Avenue from South 51st Street to South 49th Street with Creative Homes, Inc. and Franklin 49th Street, LLC, contingent upon funding within the budget for the project and Agreement with the developers, subject to corrections by the City Attorney, who noted that funding will be provided by the developers. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7682
AWARD
CONSTRUCTION
CONTRACT
W. MARQUETTE
AVE.

G.4.

Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7682 A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT OF D.F. TOMASINI CONTRACTORS, INC. FOR THE CONSTRUCTION OF 2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$737,954.90 WITH A NOTICE TO PROCEED FOR APRIL 1, 2021. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderwoman Hanneman vacated her seat at 10:22 p.m.

ORD. NO. 2020-2452
PARKING
RESTRICTIONS
W. STATESMAN
WAY

G.6.

Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to adopt Ordinance No. 2020-2452 AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5. D. (4) DESIGNATING PARKING RESTRICTIONS ON SOUTH SIDE OF W. STATESMAN WAY FROM S. 27TH STREET TO S. 31ST STREET. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderwoman Hanneman returned at 10:25 p.m.

Mayor Olson returned at 10:29 p.m. and resumed chairing the meeting.

RES. 2020-7683
SPECIAL USE
DEVELOPMENT OF
TWO 150,000 SQ FT
CLASS A BUILDING

G.7.

Alderwoman Hanneman moved to adopt Resolution No. 2020-7683, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR ECOMMERCE/WAREHOUSING AND DISTRIBUTION REQUIRE AND TO ALLOW FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT UPON PROPERTIES LOCATED AT 3825 WEST ASPEN WAY, ZONED PLANNED DEVELOPMENT DISTRICT NO. 39 (MIXED USE BUSINESS PARK). Seconded by Alderman Barber. All voted Aye; motion carried.

- RES. 2020-7684
HICKORY STREET
- G.8. Alderman Barber moved to adopt Resolution No. 2020-7684, A RESOLUTION TO AUTHORIZE AMENDMENT 2, PHASE 1 TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR THE PRELIMINARY DESIGN OF S. HICKORY STREET FROM W. ELM ROAD TO W. OAKWOOD ROAD FOR \$46,500. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- Alderwoman Wilhelm vacated her seat at 10:36 p.m.
- RELEASE ESCROW
DEPOSIT HIDDEN
OAKS
- G.9. Alderwoman Hanneman moved to release the escrow deposit for Hidden Oaks Subdivision as recommended by the Engineering Department. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2020-7685
UTILITY
EASEMENTS RYAN
MEADOWS
SUBDIVISION
- G.10. Alderman Nelson moved to adopt Resolution No. 2020-7685, A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR STORM DRAINAGE, SANITARY SEWER, WATERMAIN AND TEMPORARY TURN AROUND FOR RYAN MEADOWS SUBDIVISION LOCATED OFF OF W. LOOMIS ROAD BETWEEN W. RYAN ROAD AND S. 112TH ST. Seconded by Alderman Mayer. All voted Aye; motion carried
- 2021 BUDGET
- G.11. No discussion or action was needed on the 2021 Proposed Budget.
- COVID-19 EXP.
- G.12. No action was taken on the report of COVID-19 expenditures.
- SEPT. 2020
FINANCIAL REPORT
- G.13. Alderman Barber moved to receive and place on file September, 2020 Financial Report. Seconded by Alderman Mayer. All voted Aye; motion carried.
- 2021 HRA
- G.14. Alderman Barber moved to approve the amended recommendation for the 2021 Health Reimbursement Arrangement (HRA) administration services, selecting United Health Care as the provider; authorize the Director of Administration to execute the appropriate, related contracts and update the Employee Handbook as needed. Seconded by Alderman Mayer. All voted Aye; motion carried.
- SEVERANCE PAY
LANGUAGE IN THE
EMPLOYEE
HANDBOOK
- G.15. Alderman Barber moved to approve an amendment to the severance pay language in the Employee Handbook due to the addition of the Wisconsin Retirement Pension System (WRS) for non-represented employees, to clarify employee eligibility for the severance pay benefit. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderwoman Hanneman moved to approve the following:

Grant 2020-2021 Operators' licenses to: Amanda Holterman, S110 W14718 Union Church Dr., Muskego; Tyler Cherek, 7309 S. North Cape Rd., Franklin; Jennifer Craycraft, S71 W19928 Tomar Ln., Muskego; Christina Drabik, 8800 S. 77th St., Franklin; Stephanie Gemmel, 12572 W. Euclid Ave., New Berlin; Sara Tejada, 3839 E. Squire Ave., Cudahy; Lisa Weeks, 5926 S. Packard Ave. Lot 114, Cudahy; and

Hold the Operator's license application of Michael Levicar, 6143 W. Howard Ave, #21, Greenfield, for appearance.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve the following:

City vouchers with an ending date of November 2, 2020 in the amount of \$1,438,241.93; Payroll dated October 23, 2020 in the amount of \$428,741.44 and payments of the various payroll deductions in the amount of \$446,097.15 plus City matching payments; Estimated payroll dated November 6, 2020 in the amount of \$422,000.00 and payments of the various payroll deductions in the amount of \$250,000.00, plus City matching payments; Property Tax disbursements with an ending date of November 2, 2020 in the amount of \$69,330.98; Approval to release payment to Oakwood Ryan Creek LLC in the amount of \$25,285.00; Approval to release payment to Super Excavators Inc in the amount of \$126,758.70; Approval to release payment to Loomis & Ryan Inc in the amount of \$4,731,123.64. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Mayer moved to adjourn the meeting at 10:45 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/17/2020</p>
<p>PUBLIC HEARING</p>	<p>Public Hearing – 2021 Proposed Budget</p>	<p>ITEM NUMBER</p> <p><i>D,</i></p>

As is required by Wisconsin State Statutes, the Common Council scheduled a Public Hearing on the 2021 Proposed Budget for Tuesday, November 17, 2020. The Public Hearing was duly noticed in accordance with the law, and the complete proposed budget has been available for public inspection at the Office of the City Clerk, the Franklin Public Library, and on the City’s website since September 16, 2020. Attached is a copy of the notice that comprises the Summary of the 2021 Proposed Budget.

To recap, the following has occurred in conjunction with the City’s 2021 Budget Process:

Mayor Olson released his ‘2021 Mayor’s Recommended Annual Budget’ on September 15, 2020, after months of internal preparation, compilation, and review;

The 2021 Mayor’s Recommended Annual Budget was presented to the Common Council and the citizens by the Director of Administration at the Common Council Meeting on September 15, 2020;

The Common Council referred the 2021 Mayor’s Recommended Annual Budget to the Finance Committee for an in-depth review and to make recommendations regarding updates/changes to the Common Council upon completion of the review;

The Finance Committee held four meetings on the 2021 Mayor’s Recommended Budget, where each section of the draft budget was reviewed in detail, in consultation with the Director of Administration, the Director of Finance, and all Department Heads, and recommended a number of updates to the Common Council on October 6, 2020; and

The Common Council, on October 6, 2020, through the following action, adopted the attached list of updates/changes to the 2021 Mayor’s Recommended Budget, which now stands as the 2021 Proposed Budget being considered by the Common Council;

“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.”

The Director of Administration will be available at the Public Hearing to provide a few brief comments regarding the budget process and recap the highlights of the 2021 Proposed Budget.

COUNCIL ACTION REQUESTED

This item is to hold a Public Hearing on the 2021 Proposed Budget.

Oct 28, 2020
now paper

CITY OF FRANKLIN, WI 2021 PROPOSED BUDGET

The Common Council of the City of Franklin, Wisconsin, will hold a public hearing on Tuesday, November 17, 2020 at 6.30 p.m., or as soon thereafter as the matter may be heard, in the Franklin City Hall Common Council Chambers, 9229 West Loomis Road, Franklin, Wisconsin, for the purpose of hearing any citizen or taxpayer on the proposed 2021 City Budget. Summary of the proposed budget is published herewith, and a copy of the complete proposed budget will be available for public inspection at the Office of the City Clerk, Franklin City Hall, Monday-Friday from 8:30 a.m. to 5:00 p.m. (holidays excepted), at the Franklin Public Library, 9151 W Loomis Rd Franklin, Wisconsin following the date of this notice, and on the City of Franklin website - www.franklinwi.gov.
Dated at Franklin, Wisconsin, this 28th day of October, 2020
Sandra Wesolowski, City Clerk

	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 Projection	2021 PROPOSED	Fav (-Unf) Prior Adopted Pct
REVENUES							
REAL ESTATE TAXES	16,887,688	18,136,986	19,005,700	19,005,700	19,005,700	19,184,900	0.9%
REVENUE - OTHER TAXES	724,051	692,944	685,900	685,900	648,900	626,900	-8.6%
TRANSFERS - IN	1,011,392	968,448	1,050,000	1,050,000	1,046,000	1,050,000	0.0%
INTERGOVERNMENTAL	2,317,488	1,757,347	1,746,400	1,746,400	1,847,400	1,785,400	2.2%
LICENSES & PERMITS	1,166,158	1,314,918	903,200	905,700	1,007,480	1,108,650	22.7%
FINES, FORFEITURES AND PENALTIES	475,840	451,062	546,000	546,000	450,000	490,000	-10.3%
CHARGES FOR SERVICES	2,405,405	2,829,033	2,527,300	2,351,900	1,866,950	2,424,650	-4.1%
INTERGOVERNMENTAL CHARGES	192,542	226,178	182,000	182,000	183,600	203,200	11.6%
INTEREST & INV INCOME	241,397	510,943	343,580	343,580	345,500	359,718	4.7%
MISCELLANEOUS	244,135	189,606	139,250	136,750	138,000	135,750	-2.5%
Total Resources	25,666,096	27,077,465	27,129,330	26,953,930	26,539,530	27,369,168	0.9%
GENERAL GOVERNMENT TOTAL	2,943,282	2,953,923	3,393,982	3,496,918	2,967,035	3,162,903	-6.8%
PUBLIC SAFETY TOTAL	17,077,224	17,157,353	18,446,978	18,676,439	17,739,750	18,352,063	-0.5%
PUBLIC WORKS TOTAL	3,388,371	4,140,073	4,151,677	4,906,734	4,070,505	4,288,736	3.3%
HEALTH & HUMAN SERVICES TOTAL	670,134	646,760	737,635	737,635	723,410	713,239	-3.3%
CULTURE & RECREATION TOTAL	240,915	223,360	210,448	210,448	190,485	218,343	3.8%
CONSERVATION & DEVELOPMENT TOTAL	512,158	606,419	619,400	716,294	622,963	599,884	-3.2%
TRANSFERS OUT TOTAL	84,000	52,100	524,000	524,000	0	24,000	-95.4%
CONTINGENCY	1,200	0	1,144,000	979,815		10,000	-99.1%
TOTAL EXPENDITURES	24,917,284	25,779,988	29,228,120	30,248,283	26,314,148	27,369,168	-6.4%
NET RESOURCES (EXPENDITURES)	748,812	1,297,477	(2,098,790)	(3,294,353)	225,382	0	-100.0%
BEGINNING FUND BALANCE	6,587,465	7,336,277	8,633,754	8,633,754	8,633,754	8,859,136	
ENDING FUND BALANCE	7,336,277	8,633,754	6,534,964	5,339,401	8,859,136	8,859,136	
Total Tax Levy							
General Fund	16,887,688	18,136,986	19,005,700	19,005,700	19,005,700	19,184,900	0.9%
Library Fund	1,303,200	1,312,700	1,340,500	1,340,500	1,340,500	1,337,200	-0.2%
Capital Funds	1,515,200	646,000	295,700	295,700	295,700	296,000	0.1%
Debt Service Fund	1,300,000	1,300,000	1,100,000	1,100,000	1,100,000	1,100,000	0.0%
Total Tax Levy	21,006,088	21,395,686	21,741,900	21,741,900	21,741,900	21,918,100	0.8%
General Fund	25,666,096	27,077,465	27,129,330	26,953,930	26,539,530	27,369,168	0.9%
Debt Service	1,394,341	1,364,112	1,177,000	1,177,000	1,139,000	1,136,000	-3.5%
Tax Incremental Districts	26,854,297	35,950,385	13,851,500	13,851,500	7,552,121	14,146,240	2.1%
Special Revenue	3,731,016	3,770,173	4,084,858	4,099,858	1,876,419	1,337,200	-67.3%
Capital Funds	5,465,384	7,705,134	6,401,400	6,555,425	5,034,887	4,758,302	-25.7%
Internal Service Fund	3,286,971	3,381,334	3,523,486	3,523,486	0	3,027,399	-14.1%
Total Resources - all Governmental Funds	66,398,105	79,248,603	56,167,574	56,161,199	42,141,957	51,774,309	-7.8%
General Fund	24,917,284	25,779,988	29,228,120	30,248,283	26,314,148	27,369,168	-6.4%
Debt Service	1,478,898	1,540,337	1,587,772	1,587,772	1,625,000	1,617,363	1.9%
Tax Incremental Districts	16,659,143	31,168,116	17,143,402	28,033,077	23,321,849	14,967,752	-12.7%
Special Revenue	3,526,430	3,601,435	4,503,804	4,575,175	1,964,623	4,193,386	-6.9%
Capital Funds	2,733,300	7,850,833	8,084,350	10,320,150	6,360,181	13,348,385	65.1%
Internal Service Fund	3,412,999	2,652,981	4,233,863	4,233,863	0	3,082,782	-27.2%
Total Expenditures - All Governmental Funds	52,728,054	72,593,690	64,781,311	78,998,320	59,585,801	64,578,836	-0.3%
Impact Fee - Parks	869,037	948,902	804,000	804,000	179,000	146,117	-81.8%
Impact Fee - Sewer	4,689	48,440	48,000	48,000	113,000	112,000	133.3%
Impact Fee - Administrative	20,625	21,684	15,000	15,000	3,500	7,535	-49.8%
Impact Fee - Water	938,441	1,158,186	679,000	679,000	300,000	498,000	-26.7%
Impact Fee - Transportation	55,533	113,102	22,000	22,000	20,000	158,825	621.9%
Impact Fee - Fire	136,410	174,135	133,500	133,500	30,000	108,875	-18.4%
Impact Fee - Law Enforcement	250,076	322,218	207,700	207,700	50,000	124,750	-39.9%
Impact Fee - Library	243,988	262,058	224,000	224,000	50,000	24,750	-89.0%
Total Impact Fees collected	2,518,799	3,048,725	2,133,200	2,133,200	745,500	1,180,852	-44.6%

City of Franklin

Finance Committee Changes to Recommended Budget

October 1, 2020

Fund - Dept - Acct	Revenues	Expenditures	Net
General Fund	27,369,168	27,369,168	0
Shared Rev	75,000		75,000
Landfill Siting	-75,000		-75,000
Revised Total	27,369,168	27,369,168	0
TID's	14,146,240	6,549,772	7,596,468
TID 5 Admin Exp		2,000	-2,000
TID 6 Admin Exp		12,560	-12,560
TID 8 Admin Exp		16,480	-16,480
			0
Revised Total	14,146,240	6,580,812	7,565,428
Capital Outlay	1,782,650	1,786,885	-4,235
Police Squad Video Replacement		23,500	-23,500
Landfill Siting	23,500		23,500
Revised Total	1,806,150	1,810,385	-4,235
Street Improvement	1,015,100	1,000,000	15,100
GTA aids	241,900		241,900
Revised Total	1,257,000	1,000,000	257,000
Capital Improvement	10,862,250	10,834,500	27,750
116th Trail	-1,065,000	-1,500,000	435,000
Landfill Siting	51,500		51,500
DPW Bldg		20,000	-20,000
Revised Total	9,848,750	9,354,500	494,250
Special Rev Funds	1,737,030	3,606,212	-1,869,182
Donations Fund 28 - Police Expend		3,660	-3,660
Donations Fund 28 - Police Expend		-3,660	3,660
Solid Waste Rev	1,998,449		1,998,449
Fire Grants -	10,000	10,000	0
Police Grants	25,000	25,000	0
Health Grants - Bioterrorism		120,000	-120,000
Revised Total	3,770,479	3,761,212	9,267
Other Fund			0
Self Ins Fd	3,027,399	3,082,782	-55,383
			0
Revised Total	3,027,399	3,082,782	-55,383

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 17, 2020
REPORTS & RECOMMENDATIONS	RESOLUTION AWARDING THE SALE OF \$3,175,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2020B	ITEM NUMBER <i>G.1,</i>

Analysis

The Common Council adopted Resolution 2018-7441 on November 28, 2018 authorizing a Developer's Agreement with Loomis And Ryan, Inc for development in Tax Increment District No 6 That Developer's Agreement requires the City to fund infrastructure costs in the District.

The Developer has been constructing infrastructure in the District and will require the last of the City's committed \$9,000,000 of infrastructure cost assistance. The City issued \$6 365 million in February 2019 to support the initial infrastructure projects

A Bond Sale was authorized on October 6, 2020 and notice provided to electors ensued

The sale was competitively bid with sale on November 17, 2020

Quarles & Brady prepared a draft awarding Council Resolution for review and will provide an updated resolution based on the results of the sale will be presented at the meeting for adoption

Our Financial Advisor for this transaction is Ehlers & Associates, LLC, represented by Jon Cameron Mr Cameron will be in attendance to describe the Sale Report

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2020-____ a Resolution awarding the Sale of \$3,175,000 General Obligation Community Development Bonds, Series 2020B

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF \$3,175,000
GENERAL OBLIGATION COMMUNITY DEVELOPMENT
BONDS, SERIES 2020B

WHEREAS, on October 6, 2020, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$3,175,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs of the City's Tax Incremental Districts (collectively, the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the South Now, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on October 6, 2020, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as bonds designated as "General Obligation Community Development Bonds, Series 2020B" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 17, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 17, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,175,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2020B"; shall be issued in the aggregate principal amount of \$3,175,000; shall be dated December 10, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2033 for the payments due in the years 2021 through 2034 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2020B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and

acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers. The remaining proceeds shall be forwarded for deposit into the City's account with American Deposit Management.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of November, 2020.

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

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF FRANKLIN \$_____
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2020B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ December 10, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,175,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs of the City's Tax Incremental Districts, as authorized by resolutions adopted on October 6, 2020 and November 17, 2020. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the

Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen R. Olson
Mayor

(SEAL)

By: _____
Sandra L. Wesolowski
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Franklin, Milwaukee County, Wisconsin.

**BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA**

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 17, 2020
REPORTS & RECOMMENDATIONS	RESOLUTION AWARDING THE SALE OF \$9,770,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A	ITEM NUMBER <i>G.2.</i>

Analysis

A Developer's Agreement for Tax Increment District 5 was approved February 18, 2018. That Developer's Agreement committed the City to \$22.5 million of infrastructure costs. A later Developer's Agreements amendment increased that commitment by \$3.2 million. The initial infrastructure commitment was funded with a \$23.48 million Note Anticipation Note. The NAN requires full repayment in March 2023. The NAN carried an interest cost of 2.5%.

The use of the NAN provided the City with protections that the project would be abandoned early, and the funds not needed, as well as the time to better understand the increment created to schedule debt service. Infrastructure has been substantially completed at this point.

Current United States debt markets are such that refunding the remaining \$9.48 million portion can be resold at less than half the initial rate. Substantial interest cost savings can be had by refunding at this time.

The increment structure risk remains, as not all new increment has been constructed or scheduled. This does not change the repayment requirement and the current debt service is the best estimate of that repayment plan.

The sale was competitively bid on November 17, 2019.

Quarles & Brady prepared a draft Council Resolution awarding the sale for review. An updated resolution based on the results of the sale will be presented at the meeting for adoption. The draft resolution is attached.

Our Financial Advisor for this transaction is Ehlers & Associates, LLC, represented by Jon Cameron. Mr. Cameron will be in attendance to describe the Sale Report.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____ a resolution awarding the sale of \$9,770,000 Taxable General Obligation Refunding Bonds, Series 2020A

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. _____

RESOLUTION AWARDED THE SALE OF \$9,770,000
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020A

WHEREAS, on October 6, 2020, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Refunding Bonds, Series 2020A (the "Bonds") for the public purpose of paying the cost of refinancing certain outstanding obligations of the City, including interest on them, specifically the remaining outstanding portion of the Taxable Note Anticipation Notes, Series 2018A, dated May 1, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 17, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 17, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of NINE MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$9,770,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2020A"; shall be issued in the aggregate principal amount of \$9,770,000; shall be dated December 10, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2036 for the payments due in the years 2021 through 2037 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2020A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be

deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures

appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers. The remaining proceeds shall be forwarded for deposit into the City's account with American Deposit Management.

Section 14. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 16. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 30, 2020 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this

reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of November, 2020.

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

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF FRANKLIN \$_____
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ December 10, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$9,770,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on November 17, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and

consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen R. Olson
Mayor

(SEAL)

By: _____
Sandra L. Wesolowski
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Franklin, Milwaukee County, Wisconsin.

**BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA**

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

NOTICE OF CALL*

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN
TAXABLE NOTE ANTICIPATION NOTES, SERIES 2018A
DATED MAY 1, 2018

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on December 30, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
03/01/2023	\$9,480,000**	3.20%	355185PG8

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on December 30, 2020.

By Order of the
Common Council
City of Franklin
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to December 30, 2020 The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn Supervisor, Call Notification Department, 570 Washington Blvd , Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to December 30, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org

**Represents the remaining portion of the principal amount outstanding of this maturity

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/20
REPORTS & RECOMMENDATIONS	<p align="center">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</p>	ITEM NUMBER <i>G. 3.</i>

At its May 9, 2019, meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot certified survey map (CSM), 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, located in the City Of Franklin, Milwaukee County, Wisconsin. (7475 South 49th Street).

The Common Council conditionally approved the CSM on May 21, 2019 via Resolution No. 2019-7495. The applicant completed all required conditions and received staff approval to record the CSM on July 18, 2019. However, a final copy for recording was not provided and the CSM was not recorded. Both Franklin UDO §15-7.0705 and Wis. Stat. §236.34(2) require that the CSM be “offered for record within 12 months after the date of the last approval.” This deadline has now passed.

The applicant would like to present the CSM for recording. In order to do so, the CSM must receive a new approval from Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, 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, located in the City of Franklin, Milwaukee County, Wisconsin. (Fred Arbanella, Arbanella/Carmody Homes, Applicant) (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.

Department of City Development MX

RESOLUTION NO. 2020-_____

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

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such 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, more specifically, of the property located at 7475 South 49th Street, bearing Tax Key No. 759-9981-010, Fred Arbanella, Arbanella/Carmody Homes, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions, and the Common Council having approved the certified survey map pursuant to its adoption of Resolution No. 2019-7495 on May 21, 2019, a copy of which is annexed hereto; and

WHEREAS, Resolution No. 2019-7495 includes conditions provisions, all of which have been satisfied and met subsequent to the date of adoption of the Resolution, and the BE IT FINALLY RESOLVED provision therein in part provides "that upon the satisfaction of the above conditions within 365 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map"; for clarity purposes and for the record to provide the actual date of the final and last approval of the certified survey map, the Common Council having determined it reasonable and appropriate to adopt a resolution stating same.

FRED ARBANELLA, ARBANELLA/CARMODY HOMES – CERTIFIED SURVEY MAP
FINAL AND LAST APPROVAL
RESOLUTION NO. 2020-_____

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Fred Arbanella, Arbanella/Carmody Homes, as described above, as approved by Resolution No. 2019-7495, be and the same is hereby re-approved, without condition; that Resolution No. 2019-7495 be and the same is hereby ratified; and that this Resolution constitutes the final and last approval by the Common Council of the Certified Survey Map submitted by Fred Arbanella, Arbanella/Carmody Homes, as described above.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Walter R. Habelwitz, Jr. and Carol A. Habelwitz, with the Office of the Register of Deeds for Milwaukee County.

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 _____

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)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such 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, more specifically, of the property located at 7475 South 49th Street, bearing Tax Key No. 759-9981-010, Fred Arbanella, Arbanella/Carmody Homes, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Fred Arbanella, Arbanella/Carmody Homes, as described above, be and the same is hereby approved, subject to the following conditions:

- 1 That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as

FRED ARBANELLA, ARBANELLA/CARMODY HOMES – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-7495

Page 2

may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Fred Arbanella, Arbanella/Carmody Homes, successors and assigns, and any developer of the Fred Arbanella, Arbanella/Carmody Homes 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, 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.
5. The approval granted hereunder is conditional upon Fred Arbanella, Arbanella/Carmody Homes and the 2 lot certified survey map project for the property located at 7475 South 49th 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.
6. The applicant shall revise the Certified Survey Map to correctly depict the 30' front yard setback and the 19' corner side yard setback for Department of City Development review and approval prior to recording of the Certified Survey Map.
7. The applicant shall revise the Certified Survey Map to correctly depict all of Parcel 3 of Certified Survey Map No. 6949 and contiguous areas owned or controlled by the subdivider for Department of City Development review and approval prior to recording of the Certified Survey Map.
8. The applicant shall add a note on the face of the CSM that states "Details pertaining to any Utility and Drainage Easements, Special Restrictions, Existing and Proposed Contours, Locations of Proposed Deed Restrictions and Easements, and the Natural Resource Protection Plan within lot 2 of the subject Certified Survey Map have been provided in the associated Oak Ridge of Franklin subdivision plat" for Department of City Development review and approval prior to recording of the Certified Survey Map.
9. The applicant shall revise the Certified Survey Map to address the technical corrections identified by the Department of City Development in the memo dated May 2, 2019 in staff comments numbers 4 through 8, for Department of City Development review and approval prior to recording of the Certified Survey Map.
10. The applicant shall contact the Engineering Department for all pertinent public easements templates/documents which must be completed by the applicant, and reviewed and approved by the City, for any public easements associated with the subject Certified Survey Map prior to recording of the Certified Survey Map

FRED ARBANELLA, ARBANELLA/CARMODY HOMES – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-7495

Page 3

11. The applicant shall revise the Certified Survey Map to address the technical corrections identified by the Engineering Department in the memo dated May 2, 2019, for Engineering Department review and approval prior to recording of the Certified Survey Map.
12. The resolution, wherever applicable, shall impose all conditions of the CSM applicable to the overall development to the plat.


BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Walter R. Habelwitz, Jr. and Carol A. Habelwitz, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 365 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 365 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Walter R. Habelwitz, Jr. and Carol A. Habelwitz, with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of May, 2019.


Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of May, 2019.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

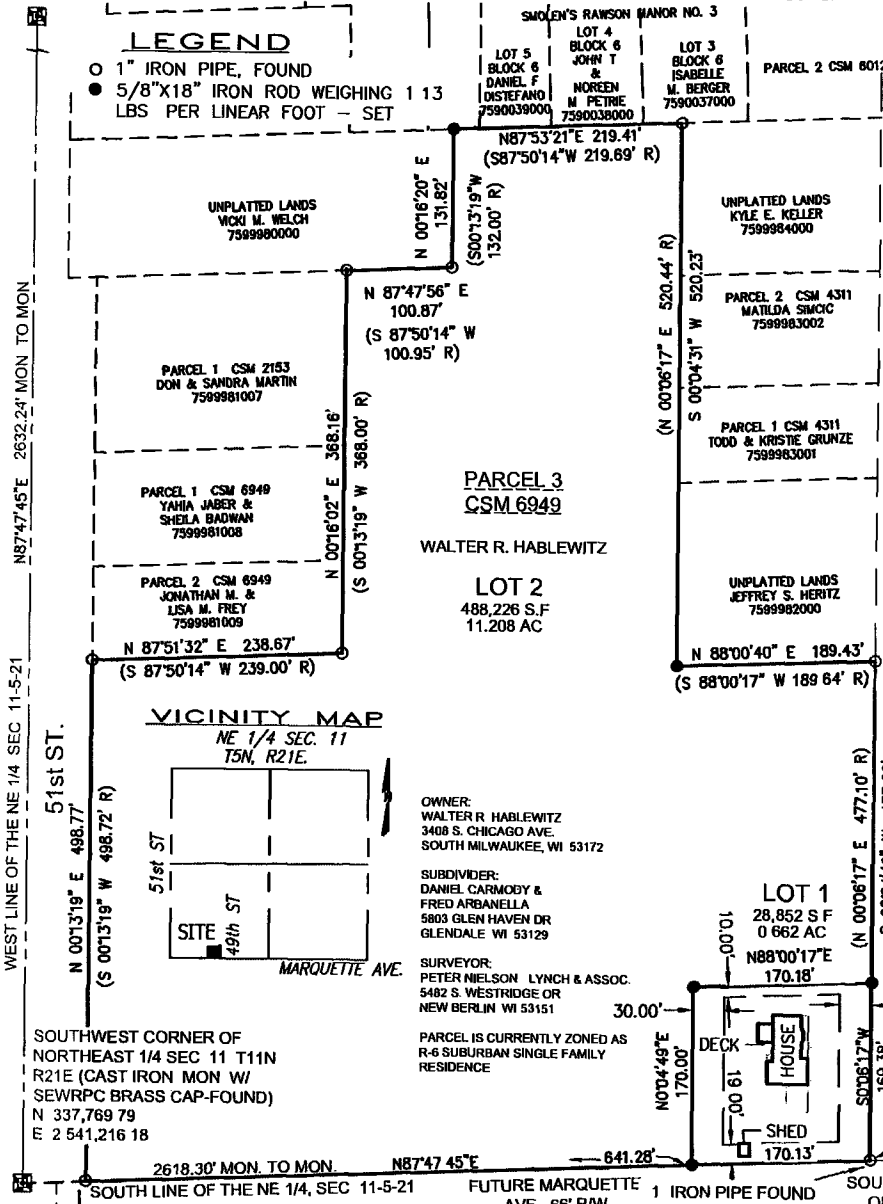
AYES 5 NOES 0 ABSENT 0

CERTIFIED SURVEY MAP NO.

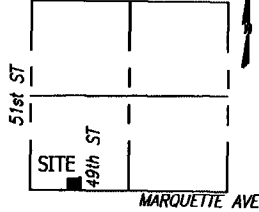
BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO 2153 AND PARCEL 3 OF CERTIFIED SURVEY MAP NO 6949 ALL IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN

LEGEND

- 1" IRON PIPE, FOUND
- 5/8"x18" IRON ROD WEIGHING 1 1/3 LBS PER LINEAR FOOT - SET



VICINITY MAP
NE 1/4 SEC. 11
T5N, R21E.



OWNER:
WALTER R. HABLEWITZ
3408 S. CHICAGO AVE.
SOUTH MILWAUKEE, WI 53172

SUBDIVIDER:
DANIEL CARMODY &
FRED ARBANELLA
5803 GLEN HAVEN DR
GLENDALE WI 53129

SURVEYOR:
PETER NIELSON, LYNCH & ASSOC.
5482 S. WESTRIDGE OR
NEW BERLIN WI 53151

PARCEL IS CURRENTLY ZONED AS
R-6 SUBURBAN SINGLE FAMILY
RESIDENCE

SOUTHWEST CORNER OF
NORTHEAST 1/4 SEC 11 T11N
R21E (CAST IRON MON W/
SEWRPC BRASS CAP-FOUND)
N 337,769 79
E 2 541,216 18

LOT 1
28,852 S.F.
0.662 AC
N88°00'17"E
170.18'

DECK
HOUSE
SHED

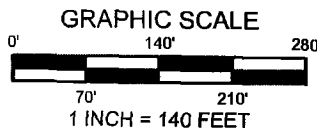
30.00'
170.00'
170.13'
169.38'

FUTURE MARQUETTE
AVE 66' R/W
SEE NOTE 1

SOUTHEAST CORNER
OF NORTHEAST 1/4
SEC 11, T11N R21E-
(CAST IRON MON W/
SEWRPC BRASS
CAP-FOUND)
N 337,870 49
E 2 543,832 37

MARK & LESLIE
MILLER
#788-9981-003

- NOTES:
1. THIS C.S.M. IS BEING RECORDED CONCURRENTLY WITH THE OAK RIDGE OF FRANKLIN SUBDIVISION PLAT WHICH DEDICATES RIGHT-OF-WAY FOR FUTURE MARQUETTE AVE
 2. DETAILS PERTAINING TO ANY UTILITY AND DRAINAGE EASEMENTS, SPECIAL RESTRICTIONS, EXISTING AND PROPOSED RESTRICTIONS, LOCATIONS OF PROPOSED DEED RESTRICTIONS AND EASEMENTS, AND THE NATURAL RESOURCE PROTECTION PLAN WITHIN LOT 2 OF THE SUBJECT CERTIFIED SURVEY MAP WHICH ARE REQUIRED PURSUANT TO SECTIONS 15-7.0702, E, F, P AND Q, OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE, HAVE BEEN INCLUDED WITH THE OAK RIDGE OF FRANKLIN SUBDIVISION PLAT WHICH IS TO BE RECORDED CONCURRENTLY WITH THE SUBJECT CERTIFIED SURVEY MAP



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD '27). THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 11-5-21 IS ASSUMED TO BEAR N 87°47'45" E

WI COUNTY
PETER NIELSON
LAND SURVEYOR
Peter Nielson

CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

I PETER J NIELSON, PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO 2153, RECORDED AS DOC NO 4779531 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE, AND PARCEL 3 OF CERTIFIED SURVEY MAP NO 6949, RECORDED AS DOC NO 8064321 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE 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, MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 11, T5N R21E, THENCE S 87°47'45" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11 1806 89 FEET TO THE WEST LINE OF S 49th STREET, ALSO BEING THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP (CSM) NO 6949 AND THE POINT OF BEGINNING, THENCE CONTINUING S 87°47'45" W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 AND CSM 6949, 170 13 FEET THENCE N 0°04'49" E, 170 00 FEET, THENCE N 88°00'17" E 170 18 FEET TO THE WEST LINE OF S 49th STREET, THENCE S 0°06'17" W ALONG SAID WEST LINE OF S 49th STREET 169 38 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 11, ALSO BEING THE SOUTHEAST CORNER OF CSM 6949 AND THE POINT OF BEGINNING

SAID PARCEL CONTAINS 28 852 SQUARE FEET OR 0 622 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF WALTER R HABLEWITZ, OWNER OF SAID LAND THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE OF THE CITY OF FRANKLIN IN SURVEYING DIVIDING AND MAPPING THE SAME

DATED THIS 31ST DAY OF JANUARY 2019


PETER J NIELSON
PROFESSIONAL LAND SURVEYOR #S-2527



DATE 5/15/2019
SHEET 2 OF 3

CERTIFIED SURVEY MAP NO. _____

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

OWNER'S CERTIFICATE

I WALTER R HABLEWITZ OWNER, HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED DIVIDED AND MAPPED AS REPRESENTED HEREON

AS OWNER I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S 236.10 OR S 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION

1 THE CITY OF FRANKLIN

DATED THIS _____ DAY OF _____ 2019

WALTER R HABLEWITZ - OWNER

**STATE OF WISCONSIN) ss
COUNTY OF RACINE)**

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019

THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

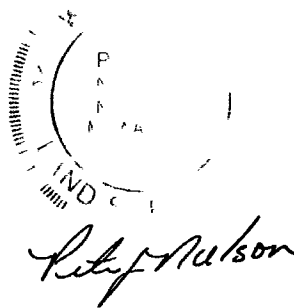
COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN RESOLUTION NO _____

ON THIS _____ DAY OF _____ 2019

STEVE OLSON - MAYOR

SANDRA WESOLOWSKI CLERK



18.0002 254.14
S. S. L. C. C. - 18.0002 254.14

<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;">11/17/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">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</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

Background: The Mayor's 2021 Recommended Budget was presented to the Common Council on September 15, 2020 where Council moved to forward the Mayor's 2021 Recommended Budget to the Finance Committee for its review. The Finance Committee held four meetings to review the Recommended Budget and submitted its recommended changes to the Common Council at their meeting of October 6, 2020 where Council moved to amend the 2021 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2021 City of Franklin Budget for the Public Hearing scheduled for November 17, 2020.

The Public Hearing Notice for the 2021 Proposed Budget was communicated to Franklin residents in the October 28, 2020 issue of the South Now. Additionally, the most recent City Newsletter, which included a front-page story on the recommended budget, was mailed to properties in the City on September 24, 2020. A Public Hearing is being held on Tuesday, November 17, 2020, to receive feedback from residents. The Common Council is also scheduled to consider adoption of the City of Franklin 2021 Annual Budget and related property tax levy on November 17, 2020, in accordance with the Public Hearing Notice.

Discussion on the attached ordinance: The ordinance generally follows the same form as approved in 2019 for the 2020 budget. All previously approved amendments to the Proposed 2021 Budget are included in the attached draft of the Ordinance.

Discussion on additional proposed amendments not previously considered by Council or included in the attached ordinance: The following proposed amendments would need to be considered and voted upon by the Council in order to be included in the Proposed 2021 Budget prior to consideration of the entire budget by Council:

Proposed Amendment #1 – The addition of an appropriation and funding for the portions of the *Marquette Avenue Project* that have not yet been authorized, including an appropriation of \$187,000 for construction inspection (\$74,000) and contingency (\$113,000), and the funding of \$101,500 from developer participation (\$86,000) and trail related impact fees (\$15,500). The remaining \$85,500 of the funding would come from the already included amount of borrowing that was originally designated for the 116th Street Trail since it is no longer included in the 2021 Budget.

Proposed Amendment #2 – An increase of the appropriation and the funding of \$10,000 for the *DPW Facility Planning Study* which is currently included in the amount of \$20,000 to complete a needs analysis for the current site/facility. This increase request is due to the possibility of adding a new fire station on the DPW site at some point in the future to serve the southeast and southwest portions of the City. This study is budgeted in the Capital Improvement Fund, Fund 46, and there are sufficient funds in the fund balance of this account to pay for this addition.

Proposed Amendment #3 – Addition of an appropriation for a General Fund *Restricted Contingency* in the amount \$2,500,000. This is a placeholder that has been added annually to the budget to preserve the City's Expenditure Restraint Capacity for future years. The recommendation is to reset the amount at \$2,500,000 since the 2021 Budget will not qualify for the State's Expenditure Restraint Program due to the equalized tax levy rate falling below \$5.00 per thousand. And, qualification in the future would depend on the availability of the program and the tax rate increasing above \$5.00 per thousand. A budget modification approved by two-thirds of the Common Council would be required, in addition to a funding source being identified, in order to be authorized for spending.

Proposed Amendment #4 – Addition of an appropriation and funding of capital funds in Fund 46 for *needed improvements to the City's infrastructure and facilities* based on the study completed earlier in 2020 by Industrial Roofing Services and the current state of City facilities. Due to the condition of the infrastructure and facilities, it is important to move forward with this initiative in 2021 rather than waiting until 2022 or later to get started. Each project recommended for completion would be brought forward for Council consideration. The funding for this initiative, approximately \$350,000, is recommended to be the unused proposed borrowing that is no longer needed for the 116th Street Trail, net of the additional funds needed to complete the Marquette Avenue Project.

Proposed Amendment #5 – Addition of an appropriation in the General Fund for *needed maintenance of the City's infrastructure and facilities* based on the study completed earlier in 2020 by Industrial Roofing Services and the current state of City facilities. Due to the condition of the infrastructure and facilities, it is important to move forward with this initiative in 2021 rather than waiting until 2022 or later to get started. The funding for this initiative, approximately \$250,000, is recommended to come from expected 2020 surplus. Use of these funds would be brought forward to Council for consideration in 2021, when the amount available for use is determined.

Comment on Action to be Taken: If the Common Council considers and adopts any of the above recommended amendments, the motion presented at the end of the Council Action Sheet is satisfactory to authorize staff to include those amendments in the final 2021 Budget Ordinance.

If additional modifications are proposed, the Director of Administration suggests they occur in the following format:

“Move to adopt Ordinance No. 2020-_____, 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” with the corrections as presented and with the following adjustments: [list the item(s) and amount(s) here], which adjustments shall be incorporated into a final form of the ordinance and the Official Budget Appropriation Units document, as determined by the Director of Administration.”

Please note that a similar format was recommended in recent years which allows the Finance and Administration Directors to include any adjustments into a final, clean ordinance prior to signatures.

Staff is also working to update and publish the final 2021 budget document in December, so individual replacement pages for your budget binders are not attached.

COUNCIL ACTION REQUESTED

1. Motion to amend the Proposed 2021 Budget for the 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 116th Street Trail

2. Motion to amend the Proposed 2021 Budget for the DPW Planning Study in the Capital Projects Fund, Fund 46, to include:
 - Adding an appropriation in the amount of \$10,000
 - Transferring the funding in the amount of \$10,000 from the Fund Balance of the Fund

3. Motion 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

4. Motion 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
 - Transferring the funding in the amount of \$350,000 from the borrowing designated for the 116th Street Trail

5. Motion 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

6. Motion to adopt Ordinance No. 2020-_____, "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," including and accepting the approved amendments and technical corrections needed to update the proposed ordinance.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

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

WHEREAS, the Finance Committee has reviewed and recommended changes accepted by the Common Council on October 6, 2020, where desired, the 2021 Mayor's Recommended 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, TID 8 and Internal Service Funds for the City of Franklin; and

WHEREAS, debt incurred and anticipated has 2021 required repayments for the Debt Service Fund, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8 and the Sanitary Sewer Funds; and

WHEREAS, the 2021 Proposed Budget includes property taxes of \$21,918,100 that are levied to support the 2021 Annual Budget with a resulting City tax rate of approximately \$5.049 with the Common Council concurring in the need and with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization; and

WHEREAS, for the purposes, in part, of accounting detail, transparency of governmental actions and intent, efficiency of operations, and enhanced record keeping, the 2021 Proposed Budget document and format provides greater detail and categorization of anticipated expenditures than required by Wisconsin Statutes §65.90, which provides that "all proposed appropriations for each department, activity and reserve account" shall be listed in the budget; and, therefore, expenditure appropriation unit amounts are itemized and, entitled "Official Budget Appropriation Units," while the remaining pages of the document provide supplemental information for informational purposes as earlier noted; and

WHEREAS, a Public Notice of the 2021 Proposed Budget appeared in the official City Newspaper, South Now on October 28, 2020; and

WHEREAS, a Public Hearing was held by the Common Council on November 17, 2020, regarding the 2021 Proposed Budget.

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

Section 1 That the 2021 Expenditure Budgets, summarized herein, for the General Fund as \$27,369,168, for Civic Celebrations Fund as \$122,123, for the St Martin's Fair Fund

as \$52,551, for Donations Fund as \$94,600, for Grant Funds as \$354,224, for the Solid Waste Collection Fund as \$2,048,974, for the Capital Outlay Fund as \$1,810,385, for the Equipment Replacement Fund as \$1,168,500, for the Street Improvement Fund as \$1,000,000, for the Development as \$15,000, for the Capital Improvement Fund as \$9,354,500, for TID 3 Fund as \$1,055,295, for TID 4 Fund as \$4,920, for TID 5 Fund as \$14,075, for TID 6 Fund as \$3,091,630, for TID 7 Fund as \$6,270, for TID 8 as \$8,420,130 and for Internal Service Fund as \$3,082,782, totaling \$59,065,127 with expenditure appropriation unit amounts as set forth on the tables entitled "Official Budget Appropriation Units" (which is attached hereto and incorporated herein by reference) and as set forth by department, activity, and reserve account (all as maintained by the City in a multiple-fund accounting structure) are adopted as the annual expenditure budgets for the City of Franklin for fiscal year 2021.

- Section 2 The Sanitary Sewer Fund includes 2021 capital additions of \$3,011,800 and debt service of \$1,691,786, with revenues of \$4,465,630 and operating expenditures of \$6,460,847.
- Section 3 Debt payments of \$1,617,363 in the Debt Service Fund, \$1,020,795 in TID 3, 36,875 in TID 4, \$821,641 in TID 5, \$342,850 in TID 6, \$153,271 in TID 7, and \$1,691,786 in the Sanitary Sewer fund totaling \$5,684,581 are adopted as annual required payments for those respective funds for fiscal year 2021.
- Section 4 That the 2021 property taxes used to support the General Fund of \$19,184,900, the Library Fund of \$1,337,200, the Capital Outlay Fund of \$296,000, and the Debt Service Fund of \$1,100,000 for City purposes, totaling \$21,918,100, are levied and adopted as the annual property tax levies for fiscal year 2021 with a resulting City tax rate of approximately \$5.048 per thousand assessed value with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization.
- Section 5 That the 2021 Revenue Budgets, other than non-TID property taxes and debt proceeds, for the General Fund of \$8,184,268, for the Civic Celebrations Fund of \$123,000, for the St. Martin's Fair Fund of \$38,000, for the Donations Fund of \$13,000, for the Grant Funds of \$260,830, for the Solid Waste Collection Fund of \$1,998,449, for the Capital Outlay Fund of \$968,150, for the Equipment Replacement Fund of \$671,800, for the Street Improvement Fund of \$1,257,000, for the Capital Improvement Fund of \$56,500, for the Development Fund of \$1,366,352, for the Utility Development Fund of \$142,500, for the TID 3 Fund of \$2,706,440, for the TID 4 Fund of \$1,319,060, for TID 5 of \$838,240, for TID 7 of \$282,500 and for the Internal Service Fund of \$3,027,399 for City purposes, totaling \$23,253,488, are adopted as the annual revenue budgets for other than property taxes for the City of Franklin for fiscal year 2021.
- Section 6 That additional revenue of \$17,000,000 in the form of new debt is required with \$542,000 in Capital Outlay, \$1,458,000 in Capital Improvement, \$3,000,000 in TID 6, \$6,000,000 in TID 8, \$3,000,000 in Water Utility, and \$3,000,000 in the Sanitary Sewer Fund less debt issuance costs totaling \$250,000 required to fund expenditures.

- Section 7 That transfers into the St. Martin's Fair Fund of \$11,000, the Civic Celebrations Fund of \$13,000, the Debt Service Fund of \$479,895, the Capital Improvement Fund of \$8,334,250, TID3 Debt Service Fund of \$1,020,795, TID5 Debt Service Fund of \$823,000, TID6 Debt Service Fund of \$342,850, and TID7 Debt Service Fund of \$153,271 for a total of \$11,178,061 are adopted as the annual transfers in as contained in the budget for the City of Franklin for fiscal year 2021.
- Section 8 That transfers out of the General Fund total \$24,000, of the Utility Development Fund total \$1,000,000, of the Development Fund total \$3,713,259, of the Special Assessment Fund total \$25,886, of TID3 Projects Fund of \$1,020,795, of TID5 Project Fund of \$823,000, of TID6 Project Fund of \$342,850, of TID7 Project Fund of \$153,271, and of the Sewer Fund total \$3,000,000 for a total of \$10,103,061 for fiscal year 2021.
- Section 9 That the 2021 Solid Waste Collection Fund fee is \$134.60 for each property eligible to receive the solid waste collection service.
- Section 10 That the Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification, a modification of the appropriation's administrative allocation between or to projects is subject to authorization by at least a two-thirds majority of the Common Council in the form of a budget modification, which, as an internal administrative process, does not initiate publication requirements.
- Section 11 That the single expenditure appropriation for "Contingency" within the General Fund shall be administered for City purposes as if adopted as distinct appropriations for \$0 "Restricted" and \$125,000 "Unrestricted" contingency budgets as shown within the "Unclassified, Contingency, and Anticipated Under Spending" budget detail, with "Restricted" contingency appropriations not authorized for direct expenditure and requiring a budget modification approved by two-thirds of the Common Council, interpreted consistent with statutes, moving the appropriation to "Unrestricted" contingency or another valid appropriation unit prior to or in conjunction with any spending authorization.
- Section 12 That the Capital Outlay Fund expenditure appropriation shall be administered as if adopted on the department/division basis, (except the Information Services Department shall also include all planned computer and computer-related expenditures distributed and assigned, in whole or in part and for accounting purposes, to various other departments), and unless otherwise requiring a statutorily executed budget modification, a modification of the appropriation's administrative allocation between departments and changes, valued in excess of \$5,000, in the departmental list of capital items or quantity of items to be purchased are subject to authorization by the Common Council.
- Section 13 That the Grant Funds appropriation units shall be segregated into Health (Health Department) and Other (all other Departments), with each having a single

appropriation unit comprising their respective Personnel Services; Other Services, Supplies, etc.; and Capital Outlay expenditures.

Section 14 That the Finance Department and Director of Administration shall cause to be published and made available a “City of Franklin 2021 Annual Budget” document that 1) incorporates the proposed budget as presented in the public hearing notice, including any additional changes as provided for herein, 2) incorporates the necessary and corresponding changes to the budget document text and tables as initially set forth in the Mayor’s Recommended Budget document, 3) removes supplemental pages from the preliminary document that were incorporated for review, and 4) incorporates the 2021 Annual Budgets of the Library Fund, the Auxiliary Library Fund, the Tourism Commission Fund, and the Water Utility Fund as adopted by their respective boards.

Section 15 That effective January 1, 2021 the Room Tax shall be 8%. That the Municipal Code section 229-4 B shall be amended to reflect the 8% tax rate.

Section 16 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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

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;">11/17/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Amendment No. 2 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2021</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.5.</i></p>

Beginning January 1, 2019, the Inspection Services Department has been managed by Southeast Inspection Management Services, LLC, with Scott Satula as the principal of the LLC. The contract is ongoing, but it provides that the City and the LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement. Although the contract provides for automatic nominal annual increases in an amount and following a timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel, an amendment to the contract is the step that is prescribed to be used if any adjustment beyond that is recommended.

As a contracted service, the City has no obligation to pay employee benefits, including employer taxes, retirement, and insurance. It does not, however, mean that the LLC has no such obligations. Upon review of the second year of operations, the LLC has requested an adjustment in accordance with the allowances of the current contract. The LLC has requested an adjustment equal to approximately 7% for 2021. This adjustment includes a reasonable market increase (2%) as well as an additional amount for increased costs to the LLC, specifically in regard to health insurance costs (5%). Please note that when the City originally hired the principal of the LLC as an employee in 2018, there was an agreement for the City to provide health insurance for the employee beginning in the third year of employment. However, with the changes that took place for the City in 2019, the employment relationship was severed and the contract agreement was established. This change did not negate the LLC's need to cover an increased health insurance cost during this time period, which was partially implemented in the 2020 agreement, with the remaining increase planned for the 2021 agreement. Future contracts will not need to include an escalator for this purpose. Given these circumstances, the fact that the City does not bear any employer taxes, retirement, or benefit costs, a reasonable market increase, and the exceptional performance of the principal of the LLC during 2020, the Mayor and Director of Administration recommend approval.

There are sufficient appropriations in the 2021 operating budget to cover the full cost of the contract amendment. The contract amendment is attached in a "marked-up" format, with the executed contract to be in a clean form. The full current contract is attached for reference.

COUNCIL ACTION REQUESTED

Motion 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 authorize the Director of Administration to execute the contract amendment effective January of 2021 and administer the agreement.

**AMENDMENT #1-2 (~~December 3, 2019~~November 17, 2020) To the
SERVICE CONTRACT Between The City of Franklin And
Southeast Inspection Management Services, LLC**

WHEREAS, the City of Franklin (the City) and Southeast Inspection Management Services, LLC (the LLC) previously entered into a Service Contract, executed December 2018, which agreement provides, in relevant part, that “the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement,” which adjustment is distinct from the provision for a periodic adjustment(s), effective January 1, ~~2020~~2021, “at least equal to any Market Rate Adjustment made to the City’s pay plan structure for (non-sworn) supervisory personnel”

WHEREAS, the City and the LLC have met and determined such an amendment-based adjustment is warranted based upon the exceptional performance of the LLC and based upon other such considerations as each party may determine is relevant to the mutual approval of this amendment.

Now, therefore, the City and the LLC agrees as follows:

1. The City responsibility identified as 1. a. shall be amended as follows:
 - a. The City will pay Southeast Inspection Management Services LLC ~~\$4,272~~\$4,576 every 2 weeks commencing January ~~15, 2020~~2, 2021 (covering the period ~~December 31, 2019~~January 2, 2021 through January ~~15, 2020~~2021) for its services or a base payment of ~~\$111,072~~\$118,976 per year, except as otherwise provided for herein.
2. The City responsibility identified as 1. b. shall be amended as follows:
 - b. Effective January 1, ~~2021~~2022, and related to any such described adjustment first implemented thereafter (meaning a ~~June 2020~~May 2021 pay plan adjustment would not affect this contract), the City will increase its payment in an amount and following a method (for example, percentage or flat rate) and timeline that is at least equal to any Market Rate Adjustment made to the City’s pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.

IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: _____
Stephen R. Olson, Mayor Date

By: _____
Signature

Sandra L. Wesolowski, City Clerk Date

Print Name

Paul Rotzenberg Date
Director of Finance & Treasurer

Date

Jesse A. Wesolowski, City Attorney Date

Witness

SERVICE CONTRACT

Between

The City of Franklin

And

Southeast Inspection Management Services, LLC

The City of Franklin (the City) and Southeast Inspection Management Services LLC (the LLC) do hereby agree and enter into the following contract between one another.

Southeast Inspection Management Services LLC agrees as follows:

1. To provide management and oversight of the City of Franklin Building Inspection Department (or as it may otherwise be named at the discretion of the City) by directing or performing the following:
 - a. Fulfill the duties of Building Inspector as set forth in Wisconsin Statutes, relevant Administrative code, and the City's job description, which is attached and incorporated herein by reference.
 - b. Supervise the issuance of all City of Franklin Building Inspection Department (Building Inspection) permits, including the collection of related fees and fines.
 - c. See to the filing and retention of Building Inspection records on the City premises and in conformity with the City's requirements for such records.
 - d. Supervise and manage the employees of Building Inspection by directing or performing the following:
 - i. Assign duties to all Building Inspection employees.
 - ii. Oversee and administer all vacation, time off, and training approvals.
 - iii. Review and approve time cards.
 - iv. Review, evaluate, recognize, and discipline Building Inspection employees in conformity with all City standards.
 - e. Perform and supervise the enforcement of all Building Inspection actions and other Municipal Code violations assigned to Building Inspection, both with the aid and direction of the City of Franklin Attorney's Office.
 - f. See to the preparation and delivery of annual operating and capital budgets for Building Inspection.
 - g. Perform such other legally permissible and proper duties and functions consistent with the scope of the attached job description and the statutory duties of a Building Inspector as the Mayor, Common Council or Director of Administration shall from time to time assign.
2. To perform at a professional level of competence the functions, responsibilities, and duties set forth and incorporated herein, including, but not limited to, applying the LLC's best efforts at all times to coordinate, streamline, and make efficient Building Inspection operations. To which end, it shall be the LLC's responsibility to take the initiative in investigating areas where the operations may be coordinated, streamlined, or made more efficient and to make such recommendations to the Director of Administration.

3. To devote the time necessary to complete the duties and responsibilities normally expected of a position of Building Inspector. To that end, the LLC acknowledges the following:
 - a. that the duties and responsibilities incorporated herein will routinely require it devote time outside of normal office hours in the performance of such duties and responsibilities; however, hours remain flexible and are not fixed.
 - b. that the nature of the duties and responsibilities requires a regular presence at the Building Inspection offices or on City business-related travel on an approximate average number of 215-220 business days per year (days during which the City Hall is open for business).
 - c. that efficient coordination of services will require that the LLC notify the Director of Administration of any intended full-day absence from the Building Inspection offices to obtain a concurrence that the absence does not create a conflict for the City, in which limited instance the LLC shall make reasonable efforts to rearrange its plans to eliminate the conflict.
4. To provide periodic statements for services, in accordance with the payment provision below.
5. To comply with any City requirements regarding the evaluation of the LLC and to maintain a cell phone that provides regular and reasonable access to the Manager of the LLC, Wayne Scott Satula.
6. To terminate this agreement, without penalty, with no less than 30 days written notice delivered to the City (Mayor or Director of Administration).

The City agrees as follows:

1. To contractually engage (herein) the LLC to provide its services for the management and oversight of Building Inspection and related duties, as further described above and in accordance with the following:
 - a. The City will pay Southeast Inspection Management Services LLC \$3,964/ every 2 weeks commencing January 15, 2019 (covering the period January 1, 2019, through January 14, 2019) for its services or a base payment of \$103,064 per year, except as otherwise provided for herein.
 - b. Effective January 1, 2020, the City will increase its payment in an amount and following a timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.
 - c. Within 30 days of execution the City agrees to a one-time payment to the LLC of an amount not to exceed \$1,130, which represents start-up costs associated with this agreement, which amount may be deducted in full from amounts otherwise owed to the LLC, at the sole discretion of the City, should this agreement and the services provided for herein not continue for at least two years.

2. To the fullest extent permitted by law, the City shall fully indemnify and hold harmless the LLC and the Manager of the LLC 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) for all acts or omissions of the LLC and/or its Manager in the performance of the duties, services, and responsibilities performed for the City as provided for in this agreement. The intent of this language is to provide indemnity to the LLC, serving as an independent contractor, to the same extent as would be provided an employee of the City serving in this same capacity. The City shall, upon request, provide proof of primary liability insurance and primary business and auto liability insurance to Southeast Inspection Management Services LLC and its employees.
3. To provide the LLC with a 30 calendar day notice of termination of this Agreement, during which period the City may, in its sole discretion, opt not to use all or some of the LLC's services but shall remain liable to pay the LLC for that 30-day period, unless the termination of the Agreement is for cause.
4. To provide a vehicle for use by the LLC Manager during the performance of the duties and responsibilities of the LLC, which vehicle may also be used for de minimis personal use concurrent with work-related travel.
5. To pay (either directly or by means of reimbursement) for all memberships, training, travel, meals (excluding alcohol) and lodging and licensing that the LLC Manager, Wayne Scott Satula, requires to comply with and maintain his professional licensing and his reasonable and appropriate continuing education subject to submission of appropriate documentation and to authorization by the City, which authorization shall not unreasonably be withheld. Payment of amounts in excess of \$3,200 per year are solely at the discretion of the City.
6. In the event the LLC is unable to provide the services described herein for any period of time greater than three, continuous weeks (21 consecutive days), the payments required herein shall be suspended effective with the start of the third week, including any proration as necessary.

In addition to the above terms, the parties mutually agree to the following:

1. Except as provided for in City stipulation 1, above, which can be implemented by means of a notice and without an approved amendment to this agreement, the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement.
2. It is the expectation and intent of the parties that the Manager of the LLC shall fulfill and shall have the full authority of the City to fulfill all of the duties and municipal responsibilities for a Building Inspector and for the department head of the City's Building Inspection Department as provided for by State Statute, the Administrative Code of the State of Wisconsin Department of Safety and Professional Services, and the City of Franklin Municipal Ordinances, including the Unified Development Ordinance. As such,

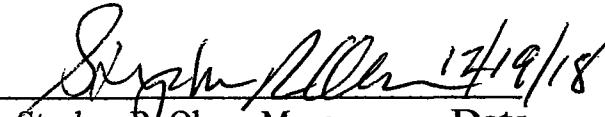

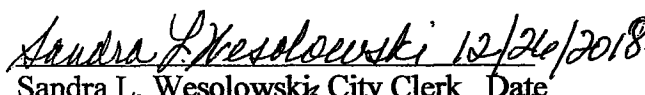
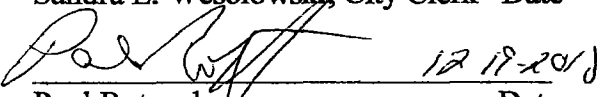
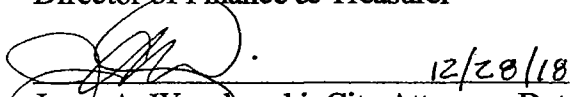
without limitation due to enumeration, the individual may issue tickets and notices, take any necessary corrective or enforcement actions, and represent the City in a court of law on such matters intended to be under that individual's authority per this Agreement.

- The parties acknowledge that the City is considering changing the name of the Building Inspection Department and the position titles in the department, including that of Building Inspector. Any such name change shall not affect the terms or implementation of this contract, which shall remain enforced under either such naming format.

IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: <u></u> 12/19/18	By: <u></u>
Stephen R. Olson, Mayor	Signature
<u></u> 12/26/2018	<u>SCOTT SATCUNA</u>
Sandra L. Wesolowski, City Clerk	Date
<u></u> 12-19-2018	<u>12-19-18</u>
Paul Rotzenberg,	Date
Director of Finance & Treasurer	
<u></u> 12/20/18	<u>Lisa C. Huening</u>
Jesse A. Wesolowski, City Attorney, Date	Witness



<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/17/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Approval of an Information Technology Services Agreement with Heartland Business Systems (HBS)</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

Attached is a contract for services with Heartland Business Systems, LLC (HBS) to continue providing information technology services for the City of Franklin for the year 2021. This contract mirrors the 2020 contract.

You may recall that the City was seeking to hire its own IT personnel for City Hall and the Police Department earlier this year, but was unsuccessful in filling the established and posted positions. Also, Ann Woodruff, contracted through HBS, is working out extremely well at the Police Department and has been requested to be retained for the long-term. In light of these events, staff is recommending that the open IT position remaining at City Hall once again be filled with a full-time HBS contract employee.

HBS has been a valued business partner that has grown with the City during a period of substantial enhancements over a number of years, since the hiring of IS Director Jim Matelski. They have been responsive and continue to engage with the City in all aspects of technology related efforts. They have also competed for numerous capital projects, winning some and losing numerous others over recent years, which helps to keep their pencil sharp, but have not wavered in their commitment to partner with the City. Our current HBS Account Manager, Greg Borchard, has remained attentive and is very proactive and responsive. HBS has also been very resourceful in trouble shooting and helping to identify strategies and approaches to operational issues.

HBS is a large, Wisconsin-based IT services firm that has a broad range of specialists that are accessible to the City, and Jim Matelski specifically, through the contract. The contract primarily covers two general areas. First, it covers the two full-time independent contractors that they provide on-site, serving in a dual technician service capacity. One primarily covers City Hall and Fire Department help desk type tasks and station set ups. The second focuses on similar issues and network tasks at the Police Department. This function is the vast majority of the contract.

The second primary area is the authority for individual Statements of Work (SOW's). SOWs provide Jim access to the other technical support individuals/specialists identified at the end of the contract for a particular problem or project at a defined rate. For example, the City is able to acquire a block of time for a Database Administrator to resolve a problem occurring with a SQL database, should one occur. The responsiveness of the structure allows immediate response to technical problems and is essential to ongoing operations. The contract, therefore, continues to enable the Director of Administration (DOA) to execute a SOW that then is subject to all of the terms and conditions of the contract. The DOA's authority in this regard is, of course, limited to available appropriations, which itemized portions are allocated to Information Services (\$135,000) and the Police Department (\$115,000).

HBS has proposed a 3% contract increase for 2021, which is reasonable and continues to provide a valuable benefit for the City, as well as continual access to a large team of high-quality business partners. This increase puts the pricing for the core services at \$58.95 per hour, up from \$57.23 in 2020, which remains below market rate for quality, reliable, on-site IT support. The Technology Commission has consistently supported continuing to partner with HBS based upon their performance and their reasonable rates. The 2021 budget includes sufficient appropriations and anticipated such a rate increase for 2021.

Another strength of the contract is the inclusion of a 30-day termination notice period. If HBS fails to perform or the City determines it would like to move in a different direction, the flexibility is there to do so without a penalty.

The Director of Administration and Information Services Director recommend approval of this agreement and the ongoing business relationship with Heartland Business Systems.

COUNCIL ACTION REQUESTED

Motion to approve an Information Technology Services Agreement with Heartland Business Systems, and authorize the Director of Administration to execute and administer the agreement.

HEARTLAND BUSINESS SYSTEMS, LLC
INFORMATION TECHNOLOGY SERVICES AGREEMENT

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

PREAMBLE

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

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

CITY NEEDS

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

DESCRIPTION OF SERVICES

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

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

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

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

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

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

3. **Account Manager Support.**

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

TERMS AND CONDITIONS

1. SCOPE

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

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

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, 2021 and cover a period including all of calendar year 2021. This Agreement shall automatically renew for additional one-year terms, unless terminated as provided for in this agreement. Notwithstanding anything else contained herein, HBS shall have the right to change its pricing at the beginning of each one-year term, and HBS shall not increase its pricing by more than three percent (3%) per year.

3. PLACE OF SERVICE

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

4. LIABILITY FOR SERVICES

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

appropriate.

5 INDEMNIFICATION

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

6. NON-SOLICITATION OF EMPLOYMENT

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

7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

8. TERMINATION/CANCELLATION

- A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-

day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.

- B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

9. **HARDWARE AND SOFTWARE PURCHASES**

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

- A. **WARRANTY.** Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER (“Hardware and Software Purchases”). CITY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- B. **ACCEPTANCE OF PRODUCTS.** CITY shall be deemed to have irrevocably accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

10. **EXTENSION**

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

11. **RECORDS RETENTION**

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

12. **MISCELLANEOUS PROVISIONS**

- A. **Professionalism:** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as maybe required by law.
- B. **Pursuant to Law:** Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS

under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C. Conflict of Interest: HBS warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.
- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of

purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

13. ENTIRE AGREEMENT

This Agreement represents and express the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS's forms shall not be deemed accepted by CITY.

14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

19. INSURANCE

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

A.	Limit of General/Commercial Liability	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker’s Compensation and Employers’ Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, HBS shall, upon request, supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured for General Liability.

TERMS OF PAYMENT

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

ADDITIONAL COSTS

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

NOTICE

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS: Heartland Business Systems, LLC
 N28 W23050 Roundy Drive, Suite 2A
 Pewaukee, WI 53072
 Phone No.: 262-650-6500
 Fax No.: 262-650-6530
 E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

 Heartland Business Systems, LLC
 P.O Box 347 - Attn: Legal Dept.
 Little Chute, WI 54140 Phone No.: 920-788-7720
 Fax No.: 720-788-7739
 E-Mail: Legal Dept. legal@hbs.net

If to CITY: City of Franklin
 Attn: James Matelski, Dir. of Information Technology
 9229 West Loomis Road
 Franklin, WI 53132
 Phone No.: (414)427-7645
 Phone No.: (414)858-1100
 Fax No.: (414) 427-7627
 E-Mail: jmatelski@franklinwi.gov and
 Lisa Huening [luening@franklinwi.gov]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2020.

HEARTLAND BUSINESS SYSTEMS, LLC (HBS)

By: _____
Peter Helander, CEO (Date)

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor (Date)

By: _____
Sandi Wesolowski, Director of Clerk Services (Date)

By: _____
Peggy Steeno, Director of Administration (Date)

By: _____
Paul Rotzenberg, Director of Finance & Treasurer (Date)

By: _____
Jesse A. Wesolowski, City Attorney (Date)

SCHEDULE A: BILLING METRIC

(Time billed in 15 minute increments)

On-site Staffing Support Position – Full-time: Bill Rate: \$58.95/hr.

- End user problem management and desktop support
 - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
 - Interface with application or infrastructure vendors to provide full resolution for reported problems.
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
 - Install new desktop or laptop hardware or upgrade existing systems as needed.
 - Document all application installation and user provisioning instructions.
 - Track and maintain all hardware and software assets.
 - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
 - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
 - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
 - Adhere to system security standards and maintain auditing documentation.

- Server & Storage Maintenance
 - Actively analyze performance and capacity metrics for all server and storage systems.
 - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
 - Implement and maintain Active Directory Group Policies and login scripts.
 - Provision new virtual machines using defined templates and configure server application to deployment standards.
 - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
 - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
 - Network configuration is limited to internal devices only.
 - Maintain technical documentation for all server and networking equipment.

- Managing system and tape backups
 - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
 - Setup and configure all tape backups for physical servers and appliances.
 - Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
 - Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.

- Project Implementation Tasks
 - Execute the implementation of project tasks for desktop, application, or infrastructure changes
 - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.

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

Additional Staffing Support – as needed - Bill Rate: \$99.40/hr.

- Same as “*On-site Staffing Support Position – Full-time*” but utilized on “as needed” basis

Network Engineering Support – as needed - Bill Rate: \$125.15/hr.

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: \$125.15/hr.

Level 3 Bill Rate: \$156.05/hr.

Level 4 Bill Rate: \$171.50/hr.

Network Security Services – as needed - Bill Rate: \$233.30/hr.

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

Cabling (low voltage) Services – as needed - Bill Rate: \$89.10/hr.

Audio Visual Services – as needed - Bill Rate: \$99.40/hr.

Physical Security Services – as needed - Bill Rate: 120.00/hr.

Web Development – as needed - Bill Rate: \$140.60/hr.

.NET Development – as needed - Bill Rate: \$156.05/hr.

SharePoint Support – as needed - Bill Rate: \$161.20/hr.

**Data Services & Business Intelligence/SQL Server/DBA – as needed - Bill Rate:
\$171.50/hr.**

Dynamics CRM / 365 Support - Bill Rate: \$181.80/hr.

AWS/Azure Support – as needed - Bill Rate: \$150.90/hr.

Project Management – as needed - Bill Rate: \$166.35/hr.

Emergency and After Hours Support Services - Bill Rate: 1.5x specified rate

- 24-hour guaranteed response time

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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;">11/17/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2021</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 7.</i></p>

Geographic Marketing Advantage, LLC has served as the City's primary consultant and business partner for GIS services. City staff is very pleased with the performance of this company and its employees, and is recommending continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been extremely responsive in addressing the City's needs, as well as remaining dedicated to continuing to move GIS forward. They have also been very active and proactive in working to help address the transition from EditApp, the customized software that controls data distribution between Govern and GIS, as well as assisted greatly during the pandemic and will be key to an upcoming GIS software upgrade.

Staff seeks authority to execute a contract extending the term through 2021 and adjusting the rates and contract amount by the following effective January 1, 2021:

- GIS Project Manager (Todd): \$100.33, a 3% increase
- Technical/Mapping Support (Brian): \$70.59, a 3% increase

The rate adjustments are reasonable in light of market conditions, the costs of maintaining their own employee benefits, and are in line with the recommended budget. This contract is funded approximately 78% by the General Fund, with approximately 22% split between the Sewer and Water Funds.

The total contract amount of \$139,122 includes \$2,386 for "additional services" if needed that would be required to be authorized in writing. This allows for some discretionary added hours for the Information Services Director to draw on this resource if required. Other than the rate adjustment, the remaining 2021 contract is in the same form as the 2020 and prior contracts. A marked-up copy of the current contract is attached for your reference.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion 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.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 20192020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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.

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the “fair use” principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of ~~\$136,000~~\$139,122, in accordance with Attachment “B” and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT’s invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed ~~\$136,000~~\$139,122 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT 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 draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT’s review.
- E. CONSULTANT shall not initiate any services prior to January 1, ~~2020~~2021 and shall complete all services covered by this AGREEMENT by December 31, ~~2020~~2021, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a “Change Order Request Form” to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT’s Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT 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 CONSULTANT 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	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT 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 written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all 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.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year ~~2020~~-2021 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY _____

BY _____

PRINT NAME Peggy Steeno, CPA, MBA

PRINT NAME Todd Niedermeyer

TITLE Director of Administration

TITLE President, Sole Member

DATE _____

DATE _____

Attachment A

Continued GIS Support and Services for ~~2020~~2021

On-Site Management and Technical Support of GIS Operation

- Monitor EditApp to determine continued effectiveness and operability and to participate, including testing and development review, in capital projects to join Govern and ESRI through a methodology as determined.
- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide technical and programming services as needed by the City.
- Setup login parameters for ArcGIS licenses.
- Support database management.
- Evaluate data quality and data errors.
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training.
- Installation of software and software updates.
- Load new and revised GIS data.
- Provide other support as needed by the City.
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)
- Work with ESRI and Cartegraph Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT-TO-EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$97.41 <u>\$100.33</u>	\$77,928 <u>\$80,264</u>
Technical and Mapping Support	16	50	800	\$68.53 <u>\$70.59</u>	\$54,824 <u>\$56,472</u>
Total Estimated Expenditure					\$132,752 <u>\$136,736</u>
Available for Additional Services Authorized in Writing					\$3,248 <u>\$2,386</u>
Total "Not to Exceed"					\$136,000 <u>\$139,122</u>

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 17, 2020
REPORTS & RECOMMENDATIONS	AUTHORIZE VANDEWALLE & ASSOCIATES, INC. TO PROVIDE ADDITIONAL SUPPORT FOR PARKLAND ACQUISITION SERVICES	ITEM NUMBER <i>G. 8.</i>

BACKGROUND

The City of Franklin has experienced growth in recent decades which has resulted in the accumulation of Park Impact Fees. These have presented a challenge to distribute, as they are limited as to what types of resources they may be spent on, and the City must provide for a match in order to use them.

As a result, the Common Council hired a consultant to plan for and identify areas of need and properties for the City to purchase and use as parklands. The effort to locate a suitable firm and negotiate a contract was initiated by the former Director of Administration and finalized by current staff. The original contract with Vandewalle & Associates was authorized by Common Council May 5, 2020 (Item G.15)

ANALYSIS

The original scope of services, attached, encompassed:

1. Review of existing plans to create a baseline as to the general intent and goals of the City for parkland acquisition.
2. Real estate analysis to preliminarily identify potential sites and/or localized areas for acquisition.
3. Interviews and meetings with stakeholders.
4. Monthly updates to be provided to the Common Council via lead staff.
5. Other deliverables to be determined.

Vandewalle and Associates have completed this initial scope of work, including assisting with the purchase of lands to be used for a water tower and park. However, given the outstanding needs to plan for long-term park development in the City of Franklin, and to use Park Impact Fees in a strategic manner, Staff proposes that attached Addendum of additional deliverables including a report. Based on the input of stakeholders, it includes options for:

- Additional stakeholder input to finalize goals for parkland including specific park types/uses and geographic areas of need.
- A Parkland Acquisition Strategy Report, based on the goals identified by stakeholders. The report will make recommendations as to timing of purchases over the life of Impact Fees, provide estimates as to matching requirements, and include other information to assist in purchasing parkland.

The Parks Commission reviewed the proposed addendum at their regular meeting on November 9, 2020 and had the following comments, which are reflected in the Addendum and motions below:

- A recommendation to update the contract to have Ald. Hanneman as lead staff.
- A preference for in-person attendance by Vandewalle at meetings, if possible.
- Desire to have the analysis include discussion of the additional staff and maintenance requirements that new parks will necessitate.

OPTIONS

- A. Authorize Vandewalle to perform additional work support for parkland acquisition planning. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

- Estimated cost for additional work is \$12,935
- Appropriations exist in the 2021 Capital Outlay Budget for this project

COUNCIL ACTION REQUESTED

(Motion 1) To revise the existing contract for Parkland Acquisition Services to have Alderwoman Shari Hanneman as Lead Staff.

(Motion 2) Resolution 2020-_____ a resolution to authorize Vandewalle & Associates, Inc. to provide additional support for parkland acquisition.

Planning/Engineering- MX/HE/GEM

Parkland Acquisition Services Contract Addendum
Franklin, WI
Revised: November 11, 2020

Scope of Services

Task 1: Parks Commission Meeting #1*

V&A will facilitate one meeting with the Parks Commission to discuss goals for parkland acquisition (i.e., desired park size, park purpose/facilities, and general location). The conversation will build on the City's existing Comprehensive Outdoor Recreation Plan and materials previously prepared by V&A.

Task 2: Parkland Acquisition Strategy Report

V&A will prepare a Parkland Acquisition Strategy Report that describes the City's goals relating to park size, purpose/facilities, and general location and which recommends a timeline of parkland acquisition by the City. Specific parcels will not be identified in this project but could be identified in a future project/phase.

The Report will include the following:

- List of goals for parkland acquisition as determined by Parks Commission (desired park size, park purpose/facilities, and general location)
- List of geographic focus areas for future parkland acquisition
- One map depicting geographic focus areas for future parkland acquisition
- One timeline recommending type(s) of parks to be acquired by the City and timing of acquisitions by year
- Estimate of City matching funds needed to purchase land for new parks
- Narrative and table describing grants and other funding sources for City matching funds
- Discussion of the additional staff and maintenance requirements that new parks will necessitate, based on national benchmarks and input from City staff
- Annotated Bibliography citing input from City officials

Deliverables: One Parkland Acquisition Strategy Report in digital format (PDF)

Task 3: Parks Commission Meeting #2*

V&A will facilitate one meeting with the Parks Commission to finalize goals for parkland acquisition and present and gather input on the draft timeline and recommended geographic focus areas prepared by V&A. Following the meeting, V&A will integrate input into the Draft Report.

Deliverables: Meeting packet materials in digital format (PDF)

Task 4: Plan Commission Meeting*

V&A will facilitate one meeting with the Plan Commission to review the draft timeline and recommended geographic focus areas. Following the meeting, V&A will integrate input into the Draft Report. If there is disagreement among different bodies, City staff will help reconcile differences (rather than adding another meeting).

Deliverables: Meeting packet materials in digital format (PDF)

Task 5: Common Council Meeting*

V&A will facilitate one meeting with the Common Council to review to review the draft timeline and recommended geographic focus areas. Following the meeting, V&A will integrate input into the Final Report. If there is disagreement among different bodies, City staff will help reconcile differences (rather than adding another meeting).

Deliverables: Meeting packet materials in digital format (PDF)

*Although in-person meetings are preferred, one or more V&A staff members may attend via phone due to COVID-19 precautions.

Suggested Project Schedule

- Month 1: Parks Commission Meeting #1
- Months 1-2: Prepare Parkland Acquisition Strategy Report
- Month 2: Parks Commission Meeting #2 & Report Revisions
- Month 3: Plan Commission Meeting & Report Revisions
- Month 4: Common Council Meeting & Finalize Report

Budget

Cost not to exceed \$12,935

The cost estimate provided assumes Jackie Mich (based in Milwaukee) will attend meetings in person and Brian Munson (based in Madison) will participate via phone. Having Brian Munson attend in person will add \$700 per meeting.

Parkland Acquisition Services Contract Addendum Franklin, WI Cost Estimate November 11, 2020	\$200	\$120	\$90	\$80	\$90	\$70		
	Brian Munson, Principal	Jackie Mich Assoc Planner	Meredith Perks, Asst Planner	Nerna Hadi, Asst Designer	Daniel Eckberg, GIS Planner	Nicole Anderson, Admin	Travel Expenses	
Task 1 Parks Commission Meeting #1	3	4					\$15	\$1,095
Task 2 Parkland Acquisition Strategy Report	14	26	10	4	2	8.5	\$0	\$7,915
Task 3 Parks Commission Meeting #2	4	5					\$15	\$1,415
Task 4 Plan Commission Meeting	3	4					\$15	\$1,095
Task 5 Common Council Meeting	4	5					\$15	\$1,415
Total Cost	28	44	10	4	2	8.5	\$60	\$12,935

Additional Services

Vandewalle & Associates offers the following additional services that are relevant to the City's parkland acquisition goals

Grant Writing Experience and Success

Vandewalle & Associates has documented success in the preparation of grant applications for parkland acquisition and development and plan implementation, and an excellent relationship with the appropriate State officials. In 2020, the firm successfully secured over \$835,000 in Transportation Alternatives Program (TAP) funding for the City of Lake Geneva to construct a multi-use trail. The firm has successfully obtained Knowles-Nelson Stewardship Grants for parkland acquisition and development for the Village of Slinger, City of Racine, City of Watertown, and many others; as well as \$1,000,000 WEDC Idle Industrial Sites Redevelopment Program grants for the City of Racine and the Village of Port Edwards.

Park and Open Space Planning

Vandewalle & Associates is at the forefront of comprehensive park and open space planning in Wisconsin. Fundamental to our philosophy is that park systems should not only act as an integrated system of green spaces, but also serve to improve the quality of life for all community residents. A community's park and open space system should meet the needs of all citizens and showcase the unique natural features and attributes that shape and define a community.

Vandewalle & Associates' approach to community-wide park and open space planning is to help communities develop plans that are comprehensive and visionary in their scope. The plan should explore all of the community's recreation and open space opportunities, ranging from regional parks to future linkages to existing park facilities and open space areas.

Park Design

Vandewalle & Associates has an experienced team of park designers that can help turn a community-wide park and open space plan into reality through detailed park master planning. Our approach carefully considers the attributes of the site, the surrounding context, and the specific park's role in the larger park system and community. Depending on community needs, our park design work includes public involvement, phasing recommendations, and detailed cost estimates. Our experience includes designs for large regional parks down to intimate town squares. Specific recent and local experience includes:

- Village of McFarland, WI: Discovery Garden Park, McDaniel Park, Urso Schuetz Park
- City of Middleton, WI: Pheasant Branch Preserve, Quarry Park, Sticker's Pond
- City of Janesville, WI: Town Square Park & Plaza
- City of Oak Creek, WI: Abendschein Community Park
- Village of Sussex, WI: Civic Campus

Multi-Jurisdictional Collaboration & Experience

Vandewalle & Associates has an unparalleled level of experience in leading projects that achieve a shared vision and intergovernmental cooperation. This experience is especially valuable in this era of diminished municipal resources, and because many grant programs reward applications which demonstrate the intent for meaningful and innovative intergovernmental cooperation approaches. The experiences of Vandewalle & Associates in establishing such partnerships are considerable. We have learned what it takes to build trust and cooperation and that all relationships are unique. While we have no silver bullet, we have

consistently succeeded in bringing people and organizations together, building consensus and getting important and groundbreaking work done. This includes not only representatives from each jurisdiction, but their constituent populations as well.

Specific examples of our success in these areas include the following countywide comprehensive plans where the counties and virtually all of the municipalities within them adopted the plans unanimously: Lee and Boone County, Illinois, and Lincoln and Marquette Counties, Wisconsin. These are in addition to the multi-county, regional planning such as the Stateline Bike and Pedestrian Plan, North Mendota Parkway Alternatives Study and the Highway 12 Growth Management Plan. The North Mendota Parkway Alternatives Study is particularly noteworthy as five previous attempts to bring all of the disparate parties together for this project had failed prior to our involvement. With our involvement, the project won the unanimous support of all six jurisdictions who participated.

A G R E E M E N T
between
the City of Franklin
and
Vandewalle & Associates Inc.
for
Parkland Acquisition Services

This AGREEMENT, made and entered into this ___ day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Vandewalle & Associates Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 120 East Lakeside Street, Madison WI, 53715.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a comprehensive planning and zoning consulting contractor with Real Estate experience and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide support for parkland acquisition services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. Scope of Services: CONTRACTOR will work, with the CITY, and other partners as may be identified, to execute the acquisition of parkland by the CITY. The CONTRACTOR will execute all aspects of the parkland acquisition as set forth in the Attachment A, "Basic Scope of Services," which is incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR on a time and materials basis, for and in consideration of the performance of Basic Services described herein, at rates as identified in Attachment B, except as otherwise noted below.

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation. To substantiate the invoice, appropriate supporting documentation shall include, without limitation due to reference herein, the following: days and hours worked, individual performing the work, and the general purpose, nature, or type of the work performed (as appropriate). The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. The cost of all services (including but not limited to any reimbursable mileage and all reimbursable expenses) to be provided under this agreement shall not exceed \$25,000 (Initial Funding), without written authorization and amendment of this AGREEMENT. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will achieve completion of or substantial progress toward the stated deliverables within the allowance of the Initial Funding.
- C. It is the expectation that this AGREEMENT shall serve as a MASTER AGREEMENT with additional funding beyond the Initial Funding being authorized, as may be mutually agreed upon, through amendment to this AGREEMENT.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the 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 the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- E. Travel time shall be reimbursable at fifty percent (50%) of documented and mileage to be reimbursed at current IRS rate. Multiple vehicles will not charge mileage for attending the same meeting. Travel time around Franklin related to projects or site visits is chargeable time. Mileage documentation includes the date, distance, destinations, and brief statement of purpose.

III. MODIFICATION AND ADDITIONAL SERVICES

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

- B The CITY may, in writing, request changes in the Basic Scope of Services required to be performed by the CONTRACTOR, which may continue to be on a time and material basis or may, by mutual agreement, be on a fixed-fee, not-to-exceed fee, or other such basis.
- C Any claim by the CONTRACTOR for an adjustment hereunder that applies the basis for any cost changes must be in accordance with an amendment to the AGREEMENT that is executed prior to such claim.

IV. ASSISTANCE AND CONTROL

- A. Alderman John Nelson will serve as CITY's Lead Staff and be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, Brian Munson, Principal, as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon 7 days written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon seven (7) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination and from the last work-dates invoiced, 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, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Scope of Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the 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
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR's original proposal) or such similarly qualified staff as

determined by the CITY may lead to termination of the agreement, as determined by the CITY

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. General/Commercial Liability	\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A"
D. Worker's Compensation and Employers' Liability	CONTRACTOR shall maintain at levels as required by the State of Wisconsin,
E. Errors and Omissions (Professional Liability)	\$1,000,000 per claim \$1,000,000 annual aggregate

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Umbrella or Excess Liability coverage

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR's authorized or unauthorized subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONTRACTOR warrants each of the following
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR
- C The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT

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

Unless otherwise required herein, the 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 the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONTRACTOR stipulates that 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 the 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: The 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. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

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

VANDEWALLE & ASSOCIATES, INC.

Stephen R. Olson, Mayor Dated

BY: _____
Dated

Sandra L. Wesolowski, City Clerk Dated

PRINT NAME _____

TITLE: _____

Paul Rotzenberg, Director of Finance Dated
And Treasurer

BY. _____
Dated

PRINT NAME _____

APPROVED AS TO FORM:

TITLE: _____

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

BY: _____
Dated

PRINT NAME _____

TITLE: _____

Attachment A

SCOPE OF BASIC SERVICES

1. **Review of existing plans** for the purpose of identifying a baseline as to the general intent and goals of the City related to parkland acquisition. Review would at least include the City of Franklin 2025 Comprehensive Master Plan; Franklin's Future Land Use Map, City of Franklin Comprehensive Outdoor Recreation Plan 2025, and zoning ordinances as relevant to consider future land use plans and existing parameters related to development and the community's long-term vision.
Timeline: Not to exceed 1 month.
Deliverable. Estimated timeline for next steps (below) and enhanced outline of the recommended process going forward
2. **Conduct real estate analysis to preliminarily determine potential sites and/or localized areas for acquisition.** Study and consider ideal sites for future park development and assess market value of target properties or localized areas.
Timeline: as determined in #1 above
Deliverable: Meeting with primary staff to discuss/present initial findings.
3. **Conduct interviews and meetings with stakeholders,** which will likely require evening meetings with the Common Council, the Plan Commission, the Parks Commission, and/or the Environmental Commission. Stakeholders may extend beyond city staff, leadership, and Boards and Commissions to include property owners, neighbors, and relevant environmental and market conditions experts such as: MMSD, DNR, SEWRPC, etc. Meetings may include developing and hosting public information meetings and/or neighborhood meetings.
Deliverable: Meeting with Common Council, and potentially Park Commission, (in closed session if determined allowable under statute) to provide recommendations on target properties for consideration along with a basis for each such recommendation and to provide a recommended approach or strategy for pursuit of acquisition, which may include any public information rollout strategy.
4. **Execute property acquisitions.** Represent the City in the final steps of property acquisition which include, but are not limited to, negotiation of price, the making of formal offers, and coordination and/or preparation of purchase documents. All of the preceding shall be done in coordination with legal counsel to be contracted separately by the City. Ensuring all acquisitions are done in accordance with statutory provisions and legal requirements related to municipal property acquisition. It is anticipated this step would also include executing any public information rollout strategy or plan necessary to manage the public understanding and reception of proposed acquisitions.
5. **Miscellaneous:**
 - a **Deliverables can be further defined as the process gets underway,** which may include related efforts such as preparing initial and ongoing summary findings, development scenarios and recommendations related to land use plans; the development and tax base implications of changes in land uses; potential funding assistance to leverage existing funds; next steps for use of development funds and site acquisition process; and summary recommendations to amend plans/code in order to connect efforts to overall advancement of the City's long-term vision and plan.
 - b. Staff Meeting Deliverable. Following step 1 above, deliverables include a meeting at least every other week with City's Lead Staff (and other City staff as the Lead Staff determines

necessary), unless waived at the discretion of the Lead Staff, for the purpose of updating staff as to efforts and progress. Such meetings may be by conference call or by other such technology means

- c. Council Update Deliverable. The scope anticipates a monthly update to be provided to the Common Council including hours, cost, and general project status. The Lead Staff will determine at which such updates Vandewalle representatives will be needed, with reasonable consideration given by staff as to advance notice and special circumstances relative to Vandewalle's availability.
6. Scott Harrington, AICP, Principal Planner, will serve as the Project Manager with assistance from Meredith Perks (planning, research, coordination) and Dan Johns (real estate). Mike Slavney, Principal Planner is on-board to advise on zoning related issues; yet if appropriate Jackie Mich (also currently working with the Franklin Planning Office) can provide insights on the City's zoning code and other topics to achieve efficiencies in this effort. Brian Vandewalle, firm President and CEO, will provide expertise related to market, location and site selection, and highest and best use from a real estate perspective

Attachment B

Fee Schedule

Hourly Rates

Company President	\$220 to \$250
Principal	\$180 to \$220
Associate	\$95 to \$130
Assistant	\$85 to \$95
GIS Analyst/Cartographer	\$90 to \$100
Communications Specialist	\$65 to \$120
Project Assistant	\$50 to \$65

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AUTHORIZE VANDEWALLE & ASSOCIATES, INC.
TO PROVIDE ADDITIONAL SUPPORT FOR PARKLAND ACQUISITION SERVICES

WHEREAS, the City of Franklin wishes to acquire land suitable for new parks development; and

WHEREAS, Staff needs assistance in identifying suitable property and planning for future acquisitions; and

WHEREAS, Vandewalle & Associates, Inc. is a qualified consulting firm that has experience providing similar services for other municipal DPW operations and planning projects; and

WHEREAS, appropriations exist in the 2021 Capital Outlay Budget for this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Vandewalle & Associates, Inc. are to provide support for parkland acquisition services.

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>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/17/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Request to Continue with AT&T as the Vendor for Centrex Line Telephone Services at Certain City Facilities, in Accordance with the State of Wisconsin Bid Award, and Authorization for the Director of Administration to Execute and Administer the Five-Year Centrex Telephone Service Agreement</p>	<p>ITEM NUMBER</p> <p>G.9.</p>

In June of 2014, the Common Council approved a motion authorizing the Director of Administration to finalize and execute new 5-year service agreements with AT&T for telephone services, in accordance with the State of Wisconsin bid award, and authorized the Director of Administration to continue to administer and manage the agreements, including modifying service levels, as determined is necessary, during the term of the agreements.

The 5-year contract for our Centrex lines ended in 2019. The Director of Administration was able to sign an agreement that extended the State of Wisconsin rates only through April 30, 2020 as the IT Director was/is looking into other options for these Centrex lines, specifically Voice Over IP phones. Once this contract ended on April 30, 2020, the Director of IT signed a 1-year standard Centrex Service Agreement with AT&T as the new State of Wisconsin contract was a 5-year contract and he was/is still in the process of determining the best option for the future of these Centrex phone lines. Since signing the standard Centrex Service Agreement, the City has been experiencing extremely high invoices for these Centrex lines due to not being on the State of Wisconsin contract/rates. AT&T is recommending that the City sign the attached 5-year State of Wisconsin Centrex agreement and, once implemented, AT&T will then adjust the back billing of the extremely high rates back to the State of Wisconsin rates and credit our high balance owing. Since there is a possibility of making a change in regard to these Centrex lines in the near future, staff has confirmed with AT&T that there will not be any "early termination fees" should the City terminate this 5-year agreement early. The attached new agreement mirrors the one that expired in 2019 except for minor reference, date, and rate changes per the new State of Wisconsin contract.

Staff recommends entering into the new State of Wisconsin contract with AT&T for the Centrex telephone services as proposed for up to 60 months.

COUNCIL ACTION REQUESTED

Motion 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 term of the agreement.



AUTHORIZED USER AGREEMENT FOR CENTREX SERVICES

Authorized User ("Authorized User")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name Primary Contact
Franklin City of	f/k/a SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliates	Name Jane Keltner
AUTHORIZED USER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices
Street Address 9229 W Loomis Rd City Franklin State WI Zip Code 53132	One AT&T Plaza Dallas Texas 75202	Street Address 262 N Ottawa City Joliet State IL Zip Code 60432 Fax 770 346-3014 Email pk1754@att.com Sales/Branch Manager Don Wollweber SCVP/RVP Name
AUTHORIZED USER Contact	AUTHORIZED USER Billing Address	AT&T Authorized Agent or Representative Information (if applicable) Primary Contact
Name James Matelski Title Director of IT Telephone 414 858 1100 Fax Email jmatelski@franklinwi.gov	Street Address 9229 W Loomis Rd City Franklin State WI Zip Code 53132	Name Company Name Agent Address City State Zip Code Telephone Fax Email Agent Code

BILLING TELEPHONE NUMBER(S) 414 425 2729 358, 414 529 6360 & 414 421 1143 359

This Authorized User Agreement (this "Authorized User Agreement") hereby incorporates the terms and conditions of the Combined Voice Network Services Agreement dated July 1st, 2006, as amended, contract number #505ENT-W12-CENTRXATT-01 (the "State Agreement"), between AT&T on behalf of its service providing affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin") Franklin City of ("Authorized User") is an Authorized User as defined in Section 1 7 of the State Agreement and expressly excludes school districts, boards of school directors, schools and libraries who qualify as Authorized Users and may be eligible to apply for funding under the Federal Communications Commission E-rate program Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the State Agreement

Authorized User agrees to purchase and AT&T agrees to provide the IIN Centrex Services as described in Addendum 2 of the State Agreement Authorized User further agrees to be bound by the terms and conditions of the State Agreement

Authorized User will order the Services at the pricing set forth in the Tables listed in Attachment A, attached hereto and incorporated herein, through AT&T's ordering systems, specifically, AT&T Customer Care Business Office and PremierServ Managed Care (PMC) help desk, or through any ordering system identified by AT&T from time to time

The Monthly Rate quoted in Table A 2 in Attachment A hereto consists of the aggregate of an IIN Centrex line charge and certain regulatory charges, including without limitation, Federal and State Universal Service Funds and End User Common Line Charges These regulatory charges are subject to change and may be itemized on invoices remitted to Customer for the IIN Centrex services purchased by Customer under this Authorized User Agreement Authorized User acknowledges and agrees that the rates set forth in Table A 2 in Attachment A hereto are all-

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inclusive and that invoices remitted to Authorized User may reflect a varying allocation of charges among the respective regulatory charges and the IIN Centrex line charge

Pursuant to Section 4 1 1 of the State Agreement, AT&T shall bill Authorized User, on behalf of the State of Wisconsin Department of Administration, a contract administration fee for subscribing to Authorized User Services. Such contract administration fee shall be identified on invoices remitted to Authorized User from AT&T. The amount of the contract administration fee is subject to change at the discretion of the State of Wisconsin Department of Administration.

Authorized User is exclusively responsible for all payments owing to AT&T for the Services provisioned hereunder and the State of Wisconsin shall not be deemed to be a surety or guarantor of any such payments. Authorized User shall pay for the Services ordered hereunder pursuant to the payment terms in Section 29 of the State Agreement. This Authorized User Agreement shall be governed by and construed under the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof. This Authorized User Agreement and the State Agreement contain the entire agreement between the parties with respect to its subject matter and supersede all prior understandings or oral or written agreements relating to such subject matter. In addition, this Authorized User Agreement may only be amended by a writing executed by a duly authorized representative of each party hereto.

The Effective Date (the "Effective Date") of this Authorized User Agreement shall be the date of the last signature hereto. The term for the Services purchased hereunder shall expire no later than April 30, 2025.

AUTHORIZED USER (by its authorized representative)

By _____

Typed or
Printed Name _____

Title _____

Date _____

AT&T Corp. (by its authorized representative)

By _____

Typed or
Printed Name _____

Title _____

Date _____

List of Attachments:

Attachment A Pricing Tables

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Attachment A

The following tables provide pricing for the Services that are available to the Authorized User.

Table A.1 - Installation Pricing

Item	Cost
Initial Conversion Installation Cost	\$0 00
Installation cost of a single analog line after Initial Conversion	\$44 00 Service Order Charge plus \$20 65 per line
Installer hourly labor rate	\$100 00 per hour billed in 15 minute increments

Table A.2 - Centrex Pricing

- i For existing End Users (excluding E-rate Customers, as defined below) who do not commit to migrate from Centrex Service to any of the Hosted VoIP Services described in the "Agreement for Hosted Voice over Internet Protocol (VoIP) Services" (the "State Hosted VoIP Agreement") , between AT&T and the State, # 505ENT-M11 HOSTEDVOIP-01, (collectively the "Hosted VoIP Service") before July 1, 2017, the following rates shall apply for Centrex Service

Time Period	Monthly Rate (including EUCL charge) based on trunk equivalent
October 1, 2016 through June 30, 2017	\$9 25
July 1, 2017 through June 30, 2018	\$15 25
July 1, 2018 through April 30, 2025	\$16 25

- ii For existing End Users (excluding E-rate Customers as defined below) who commit to migrate from AT&T Centrex Service to a Hosted VoIP Service and execute a Migration Commitment substantially in the form of Exhibit A, attached hereto and incorporated herein before July 1, 2017, the following rates shall apply for Centrex Service until the End User has successfully migrated to the Hosted VoIP Service

Time Period	Monthly Rate (including EUCL charge) based on trunk equivalent
October 1, 2016 through June 30, 2017	\$9 25
July 1, 2017 until April 30, 2025	\$10 25

* The Monthly Rate quoted in Table A 2 consists of the aggregate of an IIN Centrex line charge and certain regulatory charges, including without limitation, Federal and State Universal Service Funds and End User Common Line Charges. These regulatory charges are subject to change and may be itemized on invoices remitted to Customer for the IIN Centrex services purchased by Customer under this Authorized User Agreement

Table A.3 Centrex Feature Pricing

Centrex Feature Description	USOC	5ESS	DMS	EWSD	5YR Mo Rate	Conversion Installation Charge	Subsequent Installation Charge
900 / 976 Call Blocking	RTV1N	Y	Y	Y	\$0 00	\$0 00	\$0 00
ACD Queue Slots (AQA)	QSCPQ	Y	Y	Y	\$3 00	\$0 00	\$10 00
ACMSI 1200 Baud (SMDI Msg Signal Interface)	SMQPS	Y	Y	Y	\$169 00	\$0 00	\$730 00
ACMSI 9600 Baud (SMDI Msg Signal Interface)	SMQ9S	Y	Y	Y	\$169 00	\$0 00	\$730 00

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Centrex Feature Description	USOC	5ESS	DMS	EWSD	5YR Mo Rate	Conversion Installation Charge	Subsequent Installation Charge
ACMSI ISDN 2-Wire Loop (a/w SMQPS)	AS3S2	Y	Y	Y	\$0 00	\$0 00	\$0 00
ACMSI ISDN D-Channel Link (a/w SMQPS)	AS3DL	Y	Y	Y	\$0 00	\$0 00	\$0 00
ACMSI Link - Network Termination (a/w SMQPS)	AS3NL	Y	Y	Y	\$0 00	\$0 00	\$0 00
ACS Centrex-Mate - Per Line (7+ Lines)	MLB	Y	Y	Y	\$0 00	\$0 00	\$0 00
ACS Centrex-Mate - Per System (7+ Lines)	MLBPS	Y	Y	Y	\$0 00	\$0 00	\$0 00
Additional Directory Listing	CLT	Y	Y	Y	\$0 00	\$0 00	\$0 00
Alternate Call Listing	FNA	Y	Y	Y	\$0 00	\$0 00	\$0 00
ARS Basic - Additional Pattern	ARH	Y	Y	Y	\$2 00	\$0 00	\$100 00
ARS Basic - Initial Pattern	AR9	Y	Y	Y	\$5 00	\$0 00	\$250 00
ARS Basic Common Equipment	ART	Y	Y	Y	\$116 15	\$0 00	\$580 80
ARS Deluxe - Per System	AQVPS	Y	Y	Y	\$20 00	\$0 00	\$1,200 00
ARS Flexible Route (Provisioning USOC)	ZARSC	Y	Y	Y	\$0 00	\$0 00	\$0 00
ARS Pattern - Per Facility Terminated in Pattern	AR5	Y	Y	Y	\$2 71	\$0 00	\$0 00
Assume Dial "9" - Per Line	A9D	Y	Y	Y	\$7 50	\$0 00	\$5 00
Auto Dial (Direct Connect Originating ZAULN)	ZAUDL	Y	Y	Y	\$0 00	\$0 00	\$0 00
Automatic Callback (Not CLASS - part of ESY79)	ZACBK	Y	Y	Y	\$0 00	\$0 00	\$0 00
Bundled (Flat) Rate Local Usage Contract	OLGZX	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward After Call Waiting	ZFLW1	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Busy Line All Calls	ZCFBA	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Busy Line External Origination	ZCJDE	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Don't Answer All Calls	ZCFDA	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Don't Answer Internal Origination	ZCKDE	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Incoming Calls Only	ZCFD1	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Variable	ZCFV1	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forward Variable Internal Org & External Dest	ZCF1V	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forwarding - Per Key	ZCFKY	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Forwarding Multipath - Per Arrangement	ESD	Y	Y	Y	\$0 00	\$0 00	\$75 00
Call Forwarding Over Private Facilities	ZCFVP	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Hold	ZCVLD	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Park (Part of ESY79 Premium Feature Package)	ZDPRK	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Pickup	ZXAPU	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Request w/Queue - System	RQQPS	Y	N	N	\$1 00	\$0 00	\$95 00
Call Transfer / 3 Way Calling / Consultation Hold	ZCSAC	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Transfer All Calls / 3 Way Calling / Consult Hold	ZCSTH	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Transfer Incoming	ZCATN	Y	Y	Y	\$0 00	\$0 00	\$0 00

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Centrex Feature Description	USOC	5ESS	DMS	EWSD	5YR Mo Rate	Conversion Installation Charge	Subsequent Installation Charge
Call Waiting - Dial (Call Camp-On Sel)	ZCWTD	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Waiting - Incoming Only	ZCW10	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Waiting - Originating (Call Camp-On)	ZCW RG	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Waiting - Terminating	ZCW TG	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Waiting Intra-Group	ZCKT1	Y	Y	Y	\$0 00	\$0 00	\$0 00
Call Waiting Lamp Interface - ACD / UCD	SUGPL	Y	Y	Y	\$1 00	\$0 00	\$50 00
Caller ID Number	ZC1ND	Y	Y	Y	\$0 00	\$0 00	\$0 00
Caller ID Blocking	NBA	Y	Y	Y	\$0 00	\$0 00	\$0 00
Caller ID with Name (Calling Name Display)	NMP	Y	Y	Y	\$0 25	\$0 00	\$0 00
Calling Name Display - Per Station	ZCQMD	Y	Y	Y	\$0 25	\$0 00	\$0 00
Calling Name Display (ZCQMD)	N8D	Y	Y	Y	\$0 25	\$0 00	\$10 00
Calling Name Display On Intercom (NM3)	NDF	N	Y	N	\$0 25	\$0 00	\$0 00
Centrex Attendant DSS Busy Lamp	BUDPC	N	Y	N	\$2 50	\$0 00	\$50 00
Centrex Caller ID Number Delivery	ZC1ND	Y	Y	Y	\$0 00	\$0 00	\$0 00
Centrex Calling Station ID (CSI) - Per Tie Line	STN	Y	Y	Y	\$3 75	\$0 00	\$0 00
Centrex Calling Station ID (CSI) - Per TL Group	STNPG	Y	Y	Y	\$0 00	\$0 00	\$1,500 00
Centrex DS1 Tie Line Terminal	M5P	Y	Y	Y	\$0 00	\$0 00	\$0 00
Centrex Station Line in UCD Group	A6V	Y	Y	Y	\$0 00	\$0 00	\$0 00
Centrex-Mate - Per Line (MLB / MLBPS)	DWD	Y	Y	Y	\$0 00	\$0 00	\$0 00
Change Dedicated Announcement	REAG9	Y	Y	Y	\$0 00	\$0 00	\$100 00
Change Existing ARS Pattern	RCHAZ	Y	Y	Y	\$0 00	\$0 00	\$70 00
CLASS Selective Call Acceptance - Per Group	NRJPG	Y	Y	Y	\$4 00	\$0 00	\$0 00
CLASS Selective Call Acceptance - Per Line	NRJ	Y	Y	Y	\$4 00	\$0 00	\$0 00
Code Restriction Argmnt (Customer Call Diverting)	RSHP S	Y	Y	Y	\$0 00	\$0 00	\$165 00
Conference Calling - 6 Port (Additional Circuits)	EAN	Y	Y	Y	\$0 00	\$0 00	\$0 00
Conference Calling - 6 Port (EAN)	EQ6	Y	Y	Y	\$0 00	\$0 00	\$0 00
Conference Linking - Per Arrangement (Up to 4 Addl)	EQ6PA	Y	Y	Y	\$0 00	\$0 00	\$0 00
Cross Reference Listing	LLT	Y	Y	Y	\$0 00	\$0 00	\$0 00
CTX CLASS Automatic Callback	ZCLAR	Y	Y	Y	\$1 25	\$0 00	\$0 00
CTX CLASS Call Screening	ZACSR	Y	Y	Y	\$4 00	\$0 00	\$0 00
CTX CLASS Distinctive Ringing - Call Waiting	ZACDC	Y	Y	Y	\$4 00	\$0 00	\$0 00
CTX CLASS Repeat Dialing	ZACRD	Y	Y	Y	\$5 00	\$0 00	\$0 00
CTX Lead DN on ACD / UCD Group (Software TN)	SXMAA	Y	Y	Y	\$0 00	\$0 00	\$0 00
CTX Line Additional Feats (Extended via Add On Mod)	ZEXTS	N	Y	N	\$0 00	\$0 00	\$0 00
CTX Secondary Directory Number (Software TN - SOT)	SXJPA	Y	Y	Y	\$1 20	\$0 00	\$0 00

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Centrex Feature Description	USOC	5ESS	DMS	EWSD	5YR Mo Rate	Conversion Installation Charge	Subsequent Installation Charge
CTX Secondary DN (Usually on ISDN Set)	SXMPA	Y	Y	Y	\$1 20	\$0 00	\$0 00
CTX Trunk Station (Term on PBX / Hybrid Key Sys)	SXMFA	Y	Y	Y	\$16 35	\$0 00	\$20 65
Direct Connect Originating (DOK)	ODC	Y	Y	Y	\$1 00	\$0 00	\$0 00
Direct Connect Originating w/Delay (WLS)	WLS	Y	Y	Y	\$1 00	\$0 00	\$0 00
Direct Connect Originating w/Delay (WLS)	ZXWAL	Y	Y	Y	\$1 00	\$0 00	\$0 00
Directed Call Park (Part of ESY79 Premium Feat Pkg)	ZDCPK	Y	Y	Y	\$0 00	\$0 00	\$0 00
Directed Call Pickup - display on Busy Barge-In	ZDCBT	Y	Y	Y	\$0 00	\$0 00	\$0 00
Directed Call Pickup - Non Barge-In	ZDCPT	Y	Y	Y	\$0 00	\$0 00	\$0 00
Directed Call Pickup w/Barge-In	ZDCB1	Y	Y	Y	\$0 00	\$0 00	\$0 00
Directed Call Pickup w/Barge-In – Exempt	ZDCBX	Y	Y	Y	\$0 00	\$0 00	\$0 00
Directed Call Pickup w/o Barge-In	ZDCPU	Y	Y	Y	\$0 00	\$0 00	\$0 00
Distinctive Ringing & Tone (RNGPS)	RNGPS	Y	Y	Y	\$0 00	\$0 00	\$0 00
Distinctive Ringing & Tone (RNGPS)	ZDRIC	Y	Y	Y	\$0 00	\$0 00	\$0 00
Do Not Disturb - Per Line	DJD	N	Y	Y	\$2 00	\$0 00	\$5 00
DS1 Connection (Open Interface 24 Channels)	D1E1X	Y	Y	Y	\$270 00	\$0 00	\$1 500 00
DSS / BLF with Fast Transfer	BUY	N	Y	N	\$9 00	\$0 00	\$100 00
EKL Call Request with Queue	ZMWCR	N	Y	N	\$0 00	\$0 00	\$0 00
EKL Display Capability – Business Set	ZDISP	N	Y	N	\$0 00	\$0 00	\$0 00
EKL Make Set Busy - Except Group Intercom	ZMYBY	N	Y	N	\$0 00	\$0 00	\$0 00
EKL Repeat Alert - Business Set	ZDCRB	N	Y	N	\$0 00	\$0 00	\$0 00
Electronic Directory Interface - Per EDI Service	EDT	Y	Y	Y	\$48 00	\$0 00	\$1,000 00
Electronic Directory Interface (1,001-2,000 Lines)	EDT4X	Y	Y	Y	\$216 00	\$0 00	\$225 00
Electronic Directory Interface (1-250 Lines)	EDT1X	Y	Y	Y	\$27 00	\$0 00	\$225 00
Electronic Directory Interface (2,001-4,000 Lines)	EDT5X	Y	Y	Y	\$432 00	\$0 00	\$225 00
Electronic Directory Interface (251-500 Lines)	EDT2X	Y	Y	Y	\$54 00	\$0 00	\$225 00
Electronic Directory Interface (4,001+ Lines)	EDT6X	Y	Y	Y	\$864 00	\$0 00	\$225 00
Electronic Directory Interface (501-1,000 Lines)	EDT3X	Y	Y	Y	\$108 00	\$0 00	\$225 00
Executive Busy Override	ZEBOD	N	Y	N	\$0 00	\$0 00	\$0 00
Executive Busy Override – Exempt	ZEBXT	N	Y	N	\$0 00	\$0 00	\$0 00
Foreign Additional Listing	FAL	Y	Y	Y	\$0 00	\$0 00	\$0 00
Ground Start Signaling Option - Per Line	GST	Y	Y	Y	\$7 50	\$0 00	\$10 00
Group Intercom	ZG1CM	Y	Y	Y	\$0 00	\$0 00	\$0 00
High Speed Data - Per Line	DP9	Y	Y	Y	\$9 50	\$0 00	\$419 00
Incoming Queue Slots - UCD	AQA	Y	Y	Y	\$2 50	\$0 00	\$10 00

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Centrex Feature Description	USOC	5ESS	DMS	EWSD	5YR Mo Rate	Conversion Installation Charge	Subsequent Installation Charge
Interface to Customer Premises Announcement	N5A	Y	Y	Y	\$16 00	\$0 00	\$185 00
ISDN BRI 2-Wire Loop a/w 2B1Q Card (Custom ISDN Pipe)	N2Q	Y	Y	Y	\$1 50	\$0 00	\$50 00
ISDN BRI 2-Wire Loop a/w 2B1Q Line (National ISDN Pipe)	P2B	Y	Y	Y	\$1 50	\$0 00	\$50 00
ISDN Additional Call Appearance (DO6)	ACS1X	Y	Y	Y	\$1 20	\$0 00	\$0 00
ISDN Alternate Access - Per Feature	NZ2	Y	Y	Y	\$4 00	\$0 00	\$10 00
ISDN BRI Circuit Switched Data - B Channel	LTQ6X	Y	Y	Y	\$6 00	\$0 00	\$15 00
ISDN BRI Circuit Switched Voice - B Channel	LTQ5X	Y	Y	Y	\$3 20	\$0 00	\$25 00
ISDN BRI Circuit Switched Voice/Data Line - B Channel	LTQ1X	Y	Y	Y	\$7 00	\$0 00	\$15 00
ISDN Closed User Group	GXM	Y	Y	Y	\$20 00	\$0 00	\$25 00
ISDN Closed User Group - Additional Member	GXW	Y	Y	Y	\$1 00	\$0 00	\$10 00
ISDN Direct Call	GXB	Y	Y	Y	\$1 00	\$0 00	\$10 00
ISDN Hunt Group	HTKPG	Y	Y	Y	\$5 00	\$0 00	\$10 00
ISDN Logical Channel	NW9AL	Y	Y	Y	\$1 00	\$0 00	\$10 00
ISDN Permanent Virtual Circuit	GXP	Y	Y	Y	\$10 00	\$0 00	\$10 00
ISDN Queuing - Per Station	CQYPQ	Y	Y	Y	\$3 00	\$0 00	\$5 00
ISDN Secondary Call Appearance	DO6	Y	Y	Y	\$1 20	\$0 00	\$0 00
ISDN Shared Appearance of Directory Number	DO8	Y	Y	Y	\$0 00	\$0 00	\$0 00
Last Number Redial - Business Set Key	ZLNRB	N	Y	N	\$0 00	\$0 00	\$0 00
Last Number Redial (Part of ESY79 Prem Feat Pkg)	ZXKNR	Y	Y	Y	\$0 00	\$0 00	\$0 00
Leave Message Activation	ZLMSG	Y	Y	Y	\$0 00	\$0 00	\$0 00
Make Busy Arrangement	DXV	Y	Y	Y	\$0 00	\$0 00	\$0 00
Message Waiting Audible	ZMYAM	Y	Y	Y	\$0 00	\$0 00	\$0 00
Message Waiting Basic	ZMYAV	Y	Y	Y	\$0 00	\$0 00	\$0 00
Message Waiting Indicator - Audible	ZMYAD	Y	Y	Y	\$0 00	\$0 00	\$0 00
Message Waiting Tone	MWN	Y	Y	Y	\$0 00	\$0 00	\$0 00
Multipath Call Forwarding - Busy line	ZCFMB	Y	Y	Y	\$0 00	\$0 00	\$10 00
Multipath Call Forwarding - Don't Answer	ZCFMD	Y	Y	Y	\$0 00	\$0 00	\$10 00
Multipath Call Forwarding - Variable	ZCFMV	Y	Y	Y	\$0 00	\$0 00	\$10 00
Multiple Call Forward	MPF	Y	Y	Y	\$0 00	\$0 00	\$75 00
Multiple Call Forward - Per Group	MPFPG	Y	Y	Y	\$0 00	\$0 00	\$75 00
Music On Hold Interface - Per System	MOH	Y	Y	Y	\$16 00	\$0 00	\$185 00
Network Speed Calling Per 100# Block	NWSPS	Y	Y	Y	\$2 50	\$0 00	\$100 00
Outgoing Deluxe Trunk Queuing - Per Termination	QOCPG	Y	Y	Y	\$7 00	\$0 00	\$200 00
Personal Call Screening - Per Group	EV3	Y	Y	Y	\$5 00	\$0 00	\$50 00
Query Busy Station - ACD / UCD	QB2	Y	Y	Y	\$1 50	\$0 00	\$7 50

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<u>Centrex Feature Description</u>	<u>USOC</u>	<u>5ESS</u>	<u>DMS</u>	<u>EWSD</u>	<u>5YR Mo Rate</u>	<u>Conversion Installation Charge</u>	<u>Subsequent Installation Charge</u>
Recorded Announcement Channel - 30 Second	A8GCE	Y	Y	Y	\$34 00	\$0 00	\$180 00
Recorded Announcement Frame	A8GST	Y	Y	Y	\$0 00	\$0 00	\$0 00
Recorded Announcement Trunk	A8GAT	Y	Y	Y	\$18 00	\$0 00	\$110 00
Recorded Announcement Trunk	RKQ	Y	Y	Y	\$34 00	\$0 00	\$180 00
Secondary Directory Number	SOT	Y	Y	Y	\$1 20	\$0 00	\$0 00
Selective Call Screening (ZACSR)	SRG	Y	Y	Y	\$4 00	\$0 00	\$0 00
Special Billing Arrangement (Dept Blg)	MON	Y	Y	Y	\$2 90	\$0 00	\$162 30
Special Intercept Arrangement	LA2	Y	Y	Y	\$2 00	\$0 00	\$150 00
Speed Call - 30 Code	ZSC30	Y	Y	Y	\$0 00	\$0 00	\$0 00
Speed Call - 70 Code	ZSC70	Y	Y	Y	\$0 00	\$0 00	\$0 00
Speed Call - Short List	ZSCSL	Y	Y	Y	\$0 00	\$0 00	\$0 00
Speed Call Changeable - 30 Code	ZSCC3	Y	Y	Y	\$0 00	\$0 00	\$0 00
Speed Call Long List - 70 Code	ZSCC7	Y	Y	Y	\$0 00	\$0 00	\$0 00
Speed Calling Variable List Size	EJ3	Y	Y	Y	\$0 00	\$0 00	\$0 00
State of WI STS Network Access	WZZ99	Y	Y	Y	\$0 00	\$0 00	\$0 00
Station Bridging Arrangement	EHA	Y	Y	Y	\$5 00	\$0 00	\$200 00
Station Controlled Conference 86 Member - Per Line	ZCQF6	Y	Y	Y	\$0 00	\$0 00	\$0 50
Station Intercommunication (Z1COM)	NRX	Y	Y	Y	\$0 00	\$0 00	\$0 00
Station Number Cross Reference	RFC11	Y	Y	Y	\$0 00	\$0 00	\$0 00
Stop Hunt - Key Arrangement	2URSH	Y	Y	Y	\$0 00	\$0 00	\$0 00
Three (3) Way Conference	ZCK3C	Y	Y	Y	\$0 00	\$0 00	\$0 00
Three (3) Way Conference – External	ZCLA0	Y	Y	Y	\$0 00	\$0 00	\$0 00
Touch-Tone Service	TTB	Y	Y	Y	\$0 00	\$0 00	\$0 00
Trunk Verification from Designated Station	BVSPS	Y	Y	Y	\$10 00	\$0 00	\$50 00
UCD Common Equipment	A8A	Y	Y	Y	\$0 00	\$0 00	\$0 00
UCD w/Queueing - EKL Line	UGP	N	Y	N	\$0 00	\$0 00	\$0 00
UCD w/Queueing - Per UCD Group	UQZPG	Y	Y	Y	\$0 00	\$0 00	\$0 00
UCD w/Queueing - Station Line	A82	Y	Y	Y	\$0 00	\$0 00	\$0 00
Virtual Routing - Per Group of 24 Access Paths	VF1	Y	Y	Y	\$100 00	\$0 00	\$0 00

End of Document

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of November 17, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

License Committee
Agenda*

Aldermen’s Room

November 17, 2020 – 6:10 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 New 6:15 p.m.	Levicar, Michael D 6143 W. Howard #21 Greenfield, WI 53220 Walgreens# 5459			
Operator 2020-2021 New	Mamerow, Nyki 6306 W. Mitchell St West Allis, WI 53214 Irish Cottage			
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 <i>slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 3, 2020 through November 12, 2020 Nos. 180302 through Nos. 180470 in the amount of \$ 7,731,112.11 (removing the \$4,731,123.64 approved at the prior meeting, the total is \$2,999,988.47). Also included in this listing are EFT's Nos. 4431 through Nos. 4444. Library vouchers totaling \$ 6,738.09 Water Utility vouchers totaling \$ 957,309.74. \$1,887.12 of voided checks are separately listed.

Vouchers approved at the prior Council meeting that are included in this distribution.

Oakwood at Ryan Creek LLC	Ryanwood Manor subdivision – Trail construction costs	\$ 25,285.00
Loomis & Ryan Inc	Ryan Rd & Loomis Rd infrastructure costs TID 6	\$4,731,123.64
Super Excavators	Hickory St utility improvements – TID 4	\$ 126,758.70

Early release disbursements dated November 3, 2020 through November 11, 2020 in the amount of \$ 5,333,874.78 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 6, 2020 is \$ 434,241.71 previously estimated at \$ 422,000.00. Payroll deductions dated November 6, 2020 are \$ 251,111.23 previously estimated at \$250,000.00.

The estimated payroll for November 20, 2020 is \$ 409,000 with estimated deductions and matching payments of \$ 455,000.

There we no property tax distributions.

COUNCIL ACTION REQUESTED

Motion approving 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.

ROLL CALL VOTE NEEDED