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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY NOVEMBER 21, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of November 7, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Noise Issues at the ROC Ballpark Commons Update.
 - 2. Request Council approval for the Fire Department to apply for and accept a grant from the Kelmann Cares Foundation for funding lightweight portable fire extinguishers for the elderly and other at-risk populations.
 - 3. An Ordinance to Amend Table 15-3.0442.C.1 and Table 15-3.0442D.2 of the Unified Development Ordinance Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) to Correct a Reference Within Table 15-3.0442C.1 Related to Dwelling Unit Size and to Reduce the Average Dwelling Unit Size for a One Bedroom Dwelling to 600 Square Feet (Department of City Development, Applicant) (at Approximately the Southeast Corner of West Rawson Avenue and South Ballpark Drive).
 - 4. Authorize the Entrance into a Membership Agreement with the WiscNet Community Area Network for Primary Internet Carrier Services Account 46-0181-5846.9650.
 - 5. Authorization to Install Fiber Optic Extension Panels for City Hall and Sewer and Water Utility 2023 IS Computer Equipment Capital Outlay Budget Account 41-0144-5841.
 - 6. A Resolution to Authorize Amendment 8, to Task Order 5 to Ruckert & Mielke, Inc. for Miscellaneous Development Services Within Tax Increment District No. 8 for a Professional Fee of \$20,000.
 - 7. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the TID 8–Capital Projects Fund to Provide \$20,000 Appropriations for Development Services.

Common Council Meeting Agenda

November 21, 2023

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8. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Move \$18,100 of Severance Payments Appropriations to Maintenance Building Personnel Services Appropriations.
9. Operations Update for the Department of City Development.
10. A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for an Information and Education Program for Meeting the 2024-2025 Department of Natural Resources Storm Water Permit Requirements for a Not to Exceed Fee of \$11,800.
11. 2024 Proposed Budget.
12. A Resolution to Authorize WE Energies to Convert Three High Pressure Sodium Lights to LED Lights for \$50.
13. A Resolution for Clear Cut Lawn Services LLC to Perform Maintenance on the S. 35th Street Culvert over the Oak Creek Waterway for \$20,175.
14. 2024 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil and Site Evaluation.
15. Claim submitted by Stuart Swanson on October 31, 2023 for Materials and Labor Costs Associated with Reworking the Construction of the Deck at 8047 S. 35th Street in Franklin, Wisconsin. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e) and (g), to consider a claim submitted by Stuart Swanson for Materials and Labor Costs Associated with Reworking the Construction of the Deck at 8047 S. 35th Street in Franklin, Wisconsin and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of November 21, 2023.

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 23 & 24	City Hall Closed-Thanksgiving	
November 28	Special Common Council Meeting	6:30 p.m.
December 5	Common Council Meeting	6:30 p.m.
December 7	Plan Commission	6:00 p.m.
December 19	Common Council Meeting	6:40 p.m.
December 21	Plan Commission	6:00 p.m.
December 25 & 26	Closed for Christmas	

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 7, 2023
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on November 7, 2023, and was called to order at 6:30 p.m. by Mayor John Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, Assistant City Engineer Tyler Beinlich, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.

- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 7:00 p.m.

- MAYORAL ANNOUNCEMENT B.2. Volition Franklin – Received Blue Ribbon Award.

- MINUTES OCTOBER 17, 2023 C.1. Alderman Barber moved to approve the minutes of the Common Council meeting of October 17, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- SPECIAL COMMON COUNCIL MINUTES OCTOBER 25, 2023 C.2. Alderwoman Eichmann moved to approve the minutes of the Special Common Council meeting of October 25, 2023, as presented. Seconded by Alderwoman Day. All voted Aye; motion carried.

- MAYORAL APPOINTMENTS E. Alderman Hasan moved to confirm the Mayoral appointment of:
 - 1. Gary Grobner, 11436 W. Shields Dr, Ald. Dist. 6-Board of Water Commissioners (5-year term expiring 09/30/28). Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.

 - Alderman Holpfer moved to confirm the Mayoral appointment of:
 - 2. Michael Shawgo, 10250 W. Ryan Rd., Ald. Dist. 4-Plan Commission (1-year unexpired term expiring 04/30/24). Seconded by Alderman Hasan. On a roll call; all voted Aye. Motion carried.

- LETTERS AND PETITIONS F. Frank Ornelas Petition Regarding Speed Issues on Puetz Road.

- UPDATE TO NOISE ISSUES AT THE ROC BALLPARK COMMONS G.1. Mayor to provide an update as to the solutions to noise issues at the ROC Ballpark Commons.

- RES. 2023-8055
SALE OF \$2,350,000
GO NOTES
- G.2. Alderman Hasan moved to adopt Resolution No. 2023-8055, A RESOLUTION AWARDDING THE SALE OF \$2,350,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023B. Seconded by Alderman Barber. On a roll call; all voted Aye. Motion carried.
- RES. 2023-8056
SALE OF \$5,975,000
GO NOTES
- G.3. Alderman Holpfer moved to adopt Resolution No. 2023-8056, A RESOLUTION AWARDDING THE SALE OF \$5,975,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A. Seconded by Alderman Barber. On a roll call; all voted Aye. Motion carried.
- RES. 2023-8057
3 LOT CSM AT 9410 S
76TH STREET AND 7520
W RYAN RD (ALEX
SCHELER, CARMA
LABORATORIES, INC,
APPLICANT, CARMA
LABORATORIES, INC,
PROPERTY OWNER)
- G.4. Alderman Holpfer moved to adopt Resolution No. 2023-8057, A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF ALL OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; AND ALSO INCLUDING THE NORTH 120 FEET OF THE SOUTH 180 FEET OF THE EAST 200 FEET OF THE WEST 260 FEET OF THE SOUTHWEST 1/4 OF SECTION 22, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BY ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT, CARMA LABORATORIES, INC, PROPERTY OWNER) (9410 S. 76TH STREET AND 7520 W. RYAN RD). Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.
- ORD. 2023-2565
AMEND UDO TO
REZONE CSM NO. ____
9410 S 76TH STREET
AND 7520 W RYAN RD
(ALEX SCHELER,
CARMA
LABORATORIES, INC,
APPLICANT, CARMA
LABORATORIES, INC,
PROPERTY OWNER)
- G.5. Alderman Holpfer moved to approve Ordinance 2023-2565, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. ____ FROM R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT AND B-3 COMMUNITY BUSINESS DISTRICT TO M-1 LIMITED INDUSTRIAL DISTRICT, AND LOTS 2 AND 3 OF CERTIFIED SURVEY MAP NO. ____ TO B-3 COMMUNITY BUSINESS DISTRICT (PROPERTY LOCATED AT 9410 S. 76TH STREET AND 7520 W. RYAN RD) (BY ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT, CARMA LABORATORIES, INC, PROPERTY OWNER) Seconded by Alderman Hasan. On a roll call; all voted Aye. Motion carried.
- RES. 2023-8058
SPECIAL USE FOR
OFFICES OF
MANUFACTURING
- G.6. Alderman Holpfer moved to adopt Resolution No. 2023-8058, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS

FACILITIES AT 9410 S
76TH STREET (CARMA
LABORATORIES, INC,
APPLICANT)

MANUFACTURED GROSS VEHICLE WEIGHT AS PART OF THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND MANUFACTURING FACILITIES (CARMA LABORATORIES), UPON PROPERTY LOCATED AT 9410 S. 76TH STREET (BY ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT, CARMA LABORATORIES, INC, PROPERTY OWNER). Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.

RES. 2023-8059
RA SMITH TO PROVIDE
TRAFFIC SIGNAL AND
ROADWAY DESIGN
AT 51ST ST AND S
PRESERVE WAY

G.7. Alderman Barber moved to adopt Resolution No. 2023-8059, A RESOLUTION FOR RA SMITH, INC. TO PROVIDE TRAFFIC SIGNAL AND ROADWAY DESIGN IMPROVEMENTS SERVICES FOR A TRAFFIC SIGNAL AT S. 51 ST STREET AND S. PRESERVE WAY FOR \$43,500.

AND

Direct Staff to discuss the draft memorandum of understanding at the Board of Public Works and return with a proposed draft version.

Seconded by Alderman Craig. On a roll call; all voted Aye except Alderwoman Day and Alderman Holpfer who both voted No. Motion carried 4-2.

ANNUAL TOURISM
COMMISSION REPORT

G.8. No action was taken after the presentation of the annual report from the Tourism Commission.

FIRE DEPARTMENT
AGREEMENT WITH
STRYKER FOR SERVICE
OF LUCAS DEVICES

G.9. Alderman Barber moved to approve the Fire Department to enter a Long-term Preventive Maintenance and Service Agreement for its Four LUCAS Mechanical CPR Compression Devices. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

\$2500 DONATION FROM
WALDERA'S TOWING
FOR DIVE TEAM

G.10. Alderman Holpfer moved to accept a \$2,500.00 Donation from Waldera's Towing, to be used toward purchase items and equipment supporting the Dive Team. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

PENDING CHANGES TO
TAX PAYMENT
COLLECTION OPTIONS

G.11. Alderman Holpfer moved to review and place on file the Pending Changes to Tax Payment Collection Options. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2023-8060
REVISE
STATE/MUNICIPAL
FINANCIAL
AGREEMENT FOR WI

G.12. Alderman Craig moved to adopt Resolution No. 2023-8060, A RESOLUTION TO REVISE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE (USH 45/STH 100) FROM W. RAWSON

DOT PROJECT ON S.
LOVERS LANE FROM
W. RAWSON AVE. TO
W. COLLEGE AVE.

AVENUE (CTH BB) TOW. COLLEGE AVENUE IN THE NEW
AMOUNT OF \$593,350. Seconded by Alderman Holpfer. All voted
Aye; motion carried.

RES. 2023-8061
WI DOT -
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP) 2024-
2028 AWARD CYCLE-W.
PUETZ RD. PATHWAY

G.13. Alderman Holpfer moved to adopt Resolution No. 2023-8061, A
RESOLUTION SUPPORTING WISCONSIN DEPARTMENT OF
TRANSPORTATION - TRANSPORTATION ALTERNATIVES
PROGRAM (TAP) 2024-2028 AWARD CYCLE FOR THE W.
PUETZ ROAD PATHWAY. Seconded by Alderman Craig. All voted
Aye; motion carried.

RES. 2023-8062
REQUESTING AREA
WITHIN THE CITY
RECEIVE A FRANKLIN
POSTAL ADDRESS
DESIGNATION

G.14. Alderman Barber moved to adopt Resolution No. 2023-8062, A
RESOLUTION REQUESTING AN AREA WITHIN THE CITY OF
FRANKLIN RECEIVE A FRANKLIN POSTAL ADDRESS
DESIGNATION and direct staff to deliver the resolution to applicable
officials as appropriate. Seconded by Alderman Holpfer. All voted
Aye; motion carried.

ASSESSMENT FOR
LOOMIS PATHWAY
ALONG E/S SIDE FROM
W. LOOMIS RD. TO W.
RAWSON AVE.

G.15. Alderman Barber moved to direct Staff to schedule a neighborhood
meeting for property owners along the route for assessment for Loomis
Pathway along East/South Side of W. Loomis Road from W. St.
Martins Road to W. Rawson Avenue. Seconded by Alderwoman
Eichmann. All voted Aye; motion carried.

RECOMMENDED
CHANGES TO 2024
MAYOR'S
RECOMMENDED
BUDGET

G.16. Alderman Hasan moved to amend the 2024 Mayor's Recommended
Budget to increase Fire Department Wages/Benefits expenditures by
\$3,800 and decrease Fire Department Vehicle Support by \$3,800.
Seconded by Alderwoman Eichmann. On roll call; all voted Aye.
Motion carried.

Alderman Barber moved to amend the 2024 Mayor's Recommended
Budget to increase Capital Improvement Fund expenditures by
\$250,000. Seconded by Alderman Craig. On roll call; all voted Aye
except for Alderman Holpfer who voted No. Motion carried 5-1.

Alderman Hasan moved to amend the 2024 Mayor's Recommended
Budget to increase TID 7 - Debt Service revenue by \$29,251 and
increase TID 7 - Debt Service expenditures by \$72,233. Seconded by
Alderman Craig. On roll call; all voted Aye. Motion carried.

Alderman Hasan moved to amend the 2024 Mayor's Recommended
Budget to increase TID 7 - Capital Project expenditures by \$29,251.
Seconded by Alderman Barber. On roll call; all voted Aye. Motion
carried.

Alderman Craig moved to amend the 2024 Mayor's Recommended Budget to increase Street Improvement expenditures by \$147,800. Seconded by Alderman Holpfer. On roll call; all voted Aye. Motion carried.

Alderman Barber moved to amend the 2024 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2024 City of Franklin, WI Budget for the Public Hearing scheduled for November 28, 2023. Seconded by Alderman Craig. On roll call; all voted Aye. Motion carried.

Mayor Nelson called for a five-minute recess at 9:35 p.m.

Mayor Nelson returned to Open Session at 9:42 p.m.

RES. 2023-8063
DECK INSTALLATION
WITHIN PUBLIC
UTILITY EASEMENT AT
8482 S. 76TH ST (QUAIL
HAVEN LLC,
APPLICANT)

G.17. Alderman Holpfer moved to adopt Resolution No. 2023-8063, A RESOLUTION AUTHORIZING THE INSTALLATION OF A DECK WITHIN THE 44-FOOT PUBLIC UTILITY EASEMENT UPON PARCEL 2 OF THE CSM NO. 6424 PART OF THE TWIN OAKS OF TUCKAWAY, EXPANSION LAND BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. (8482 S. 76TH STREET) (TKN 837-9998-014) (QUAIL HAVEN LLC, APPLICANT) contingent upon getting Exhibits A and B signed by the property owner. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

STATUS UPDATE ON
UDO REWRITE

G.18. No action was taken after the presentation of the status update on the Unified Development Ordinance (UDO) Rewrite.

2024 PROPOSED
BUDGET

G.19. Alderman Craig moved to receive and place on file the 2024 Proposed Budget. Seconded by Alderwoman Day. All voted Aye; motion carried.

BUDGET AMENDMENT
REQUEST FOR
MAINTENANCE STAFF
NEEDS

G.20. Alderman Barber moved to authorize staff to transfer the necessary expenses to cover our lead custodian's retirement from the Severance Payments fund account 01-0199-5114 to the Maintenance Personnel account 01-0181-5111 and to start the new hire on November 20, 2023, allowing time for a training period before our new lead custodian takes over at City Hall and our new hire is at the Police Department alone. Seconded by Alderwoman Day. All voted Aye; motion carried.

- PPII PROJECTS FOR WILLOW POINTE ESTATES AND LAKE POINTE ESTATES
- G.21. Alderwoman Eichmann moved to direct staff to bid out Private Property Infiltration and Inflow Projects for Willow Pointe Estates and the Lake Pointe Estates. Seconded by Alderman Craig. All voted Aye; motion carried.
- DONATIONS FOR JULY-SEPTEMBER, 2023
- G.22. Alderman Barber moved to acknowledge and accept donations received for July - September, 2023 from various Franklin residents and businesses. Seconded by Alderman Holpfer. All voted Aye except Alderwoman Eichmann who Abstained; motion carried 5-0-1.
- POLICE CHIEF TO QUALIFY FOR RETIREE INSURANCE HEALTH
- G.23. Alderman Barber moved to include the Police Chief as an eligible position to qualify for retiree health insurance and to authorize Human Resources to incorporate the change into the Employee Handbook. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- MISCELLANEOUS LICENSES
- H. Alderwoman Eichmann moved to approve the following licenses of the Special License Committee Meeting of October 19 and License Committee Meeting of November 7, 2023:
- Grant 2023-24 Operator License to: Lynn Bagniewski, Jenifer Drzewiecki, John Hushek, Alyssa Minturn, Ashton, Morris, Holly Pesch, & Anja Ubiparipovic;
- Approve the PUBLIC (People Uniting for the Betterment of Life and Investment In the Community) Grant to: Fleet Reserve Association Branch 14 –St Martin’s Fair, License Fees–St. Martin’s Fair, St. Martin’s Labor Day Fair, 9/1-9/24; Franklin Civic Celebration Committee for Independence Celebration, License Fees–Temporary Entertainment & Amusement, Temporary Class B Beer & Wine, Operator’s; Park Permits, Franklin City Hall, Lions Legend Park I & II, 7/3-7/7/24; Franklin Noon Lions Club-Civic Celebration & St. Martin’s Fair, License Fees-Temporary Class B Beer, Peddler’s Operators, Food, Civic Celebration; St. Martin’s Labor Day Fair, 7/3-7/7/24; 9/1-9/2/24;
- Grant Temporary Class B Beer & Wine License to St Martin of Tours Church-Fall Harvest Fest, Jennifer Drzewiecki, 7963 S 116th St, 11/11/23; and
- Grant Temporary Entertainment & Amusement to Civic Celebration Committee-Home for the Holidays Event, Mira Kresovic, Franklin City Hall, Lions Legend Park I, 11/25/23.
- Seconded by Alderman Barber. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL
- I. Alderman Barber moved to approve City vouchers with an ending date of November 2, 2023, in the amount of \$2,804,161.74, and payroll dated October 20, 2023, in the amount of \$488,346.36 and payments of the various payroll deductions in the amount of \$516,193.59, plus City

matching payments, and payroll dated November 3, 2023, in the amount of \$476,668.48 and payments of the various payroll deductions in the amount of \$263,818.69, plus City matching payments and estimated payroll dated November 17, 2023 in the amount of \$464,000 and payments of the various payroll deductions in the amount of \$495,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION –
CITY PERSONNEL
PERFORMANCE
EVALUATION

- G.24. Alderman Craig moved to enter closed session at 10:22 p.m., pursuant to Wis. Stat. §19.85(l)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. §19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 10:59 p.m., No action taken.

CLOSED SESSION –
CITY PERSONNEL
PERFORMANCE
EVALUATION OF
DIRECTOR OF
ADMINISTRATION

- G.25. Alderman Barber moved, with regard to City personnel performance evaluation of Director of Administration, to enter closed session at 11:00 p.m. pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 11:35 p.m., No action taken.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting of the Common Council at 11:36 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>[Handwritten Signature]</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11-21-23</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Solutions to Noise Issues at the ROC Ballpark Commons Update</p>	<p>ITEM NUMBER</p> <p>B.1.</p>

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

COUNCIL ACTION REQUESTED

As the Common Council may determine appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11-21-23
REPORTS AND RECOMMENDATIONS	Request Council approval for the Fire Department to apply for and accept a grant from the Kelmann Cares Foundation for funding lightweight portable fire extinguishers for the elderly and other at-risk populations.	ITEM NUMBER A.2.

Introduction:

Kelmann Cares Foundation, a charitable foundation of Kelmann Restoration grants donations biannually to organizations in southeastern Wisconsin that benefit local communities with an emphasis on supporting public safety initiatives.

Background:

The Franklin Fire Department has been in contact with staff at Kelmann regarding a particular program to fund lightweight, portable, three-year service life fire extinguishers. The program would focus on Franklin's elderly population, children that may be left alone for extended periods (i.e. "latch-key" children) and other vulnerable populations (i.e., mobility-challenged individuals).

Kelmann has indicated that they will fund up to \$2,500 for this program, if FFD receives approval to apply for and accept the Kelmann Cares grant. This funding would cover approximately 230 extinguishers, and could be expanded due to potential volume purchase discounts, and if partnerships with other organizations or vendors can be established (FFD Administration is in contact with other organizations that have expressed interest in the program).

Revenue: *Donations-Fire-Miscellaneous*, Fund#: 28-0000-4731

Expenditure (FY 2024): Fund#: 28-0221-7081

COUNCIL ACTION REQUESTED

Request motion to authorize the Fire Department apply for and accept the Kelmann Cares grant funding in the amount of \$2,500.00 with an appropriation to purchase approximately 230 lightweight portable aerosol fire extinguishers for distribution to elderly residents and other at-risk populations.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2023
REPORTS & RECOMMENDATIONS	<p align="center"> AN ORDINANCE TO AMEND TABLE 15-3.0442C.1 AND TABLE 15-3.0442D.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO CORRECT A REFERENCE WITHIN TABLE 15-3.0442C.1 RELATED TO DWELLING UNIT SIZE AND TO REDUCE THE AVERAGE DWELLING UNIT SIZE FOR A ONE BEDROOM DWELLING TO 600 SQUARE FEET (DEPARTMENT OF CITY DEVELOPMENT, APPLICANT) (AT APPROXIMATELY THE SOUTHEAST CORNER OF WEST RAWSON AVENUE AND SOUTH BALLPARK DRIVE) </p>	<p align="center">ITEM NUMBER</p> <p align="center">D.3.</p> <p align="center">Ald. Dist. #2</p>

At its November 9, 2023, regular meeting, the Plan Commission recommended approval of an ordinance to amend Table 15-3.0442.C.1 and Table 15-3.0442D.2 of the Unified Development Ordinance Planned Development District No. 37 to correct a reference within Table 15-3.0442C.1 related to dwelling unit size and to reduce the average dwelling unit size for a one bedroom dwelling to 600 square feet. The vote was 5-0-1, five ‘ayes’, no ‘noes’ and one absent.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2023-_____, to amend Table 15-3.0442.C.1 and Table 15-3.0442D.2 of the Unified Development Ordinance Planned Development District No. 37 to correct a reference within Table 15-3.0442C.1 related to dwelling unit size and to reduce the average dwelling unit size for a one bedroom dwelling to 600 square feet (at approximately the southeast corner of West Rawson Avenue and South Ballpark Drive).

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND TABLE 15-3.0442C.1 AND TABLE 15-3.0442D.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO CORRECT A REFERENCE WITHIN TABLE 15-3.0442C.1 RELATED TO DWELLING UNIT SIZE AND TO REDUCE THE AVERAGE DWELLING UNIT SIZE FOR A ONE BEDROOM DWELLING TO 600 SQUARE FEET
(CITY OF FRANKLIN, APPLICANT)
(AT APPROXIMATELY THE SOUTHEAST CORNER OF WEST RAWSON AVENUE AND SOUTH BALLPARK DRIVE)

WHEREAS, Section 15-3.0442 of the Unified Development Ordinance provides for and regulates Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), same having been created by Ordinance No. 2012-2089 and later amended by: Standards, Findings and Decision for a Special Exception to Certain Natural Resource Provisions Dated March 19, 2013; Ordinance No. 2013-2101; Ordinance No. 2016-2212; Ordinance No. 2017-2278, Ordinance No. 2018-2312, Resolution No. 2018-7339, Standards, Findings, and Decision for a Special Exception to Certain Natural Resource Provisions dated January 9, 2018, Ordinance No. 2018-2318, Ordinance No. 2018-2324, Ordinance No. 2018-2323 (re: Buildings B1 thru B4), 2018-2323, Ordinance No. 2019-2368, Ordinance No. 2021-2462 and Ordinance No. 2021-2488, with such District primarily being located at 7095 South Ballpark Drive, bearing Tax Key Nos. 708-8996-002, 744-1003-000, 744-1004-000, 744-1005-000, 744-1007-000, 744-1008-000, 744-1009-000, 744-1010-000, 754-9001-000, 754-9002-000, 754-9006-000, 754-9007-000, 754-9008-000, and is more particularly described below; and

WHEREAS, Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) currently includes those lands legally described as follows:

PDD BOUNDARY

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST

1/4 OF SECTION 4; THENCE NORTH 88°42'47" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 SECTION, 1452.10 FEET TO LOOMIS ROAD (STATE TRUNK HIGHWAY "36") REFERENCE LINE AS SHOWN IN WISCONSIN DEPARTMENT OF TRANSPORTATION PLAT OF RIGHT OF WAY PROJECT NUMBER F064-I(5)/2240-02-22, DATED JULY 3, 1956 AND THE POINT OF BEGINNING; THENCE SOUTH 49°45'51" WEST ALONG SAID REFERENCE LINE, 908.15 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 1280.09 FEET ALONG SAID REFERENCE LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, WHOSE RADIUS IS 3819.72 FEET AND WHOSE CHORD BEARS SOUTH 40°09'15" WEST, 1274.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30°33'51" WEST ALONG SAID REFERENCE LINE, 912.57 FEET; THENCE NORTH 59°26'09" WEST, 146.77 FEET TO THE SOUTHEAST CORNER OF STONE HEDGE SUBDIVISION ADDITION NO. 1; THENCE NORTH 00°11'17" WEST ALONG THE EAST LINE OF SAID STONE HEDGE SUBDIVISION ADDITION, 2266.74 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST RAWSON AVENUE; THENCE NORTH 88°31'09" EAST ALONG SAID NORTH RIGHT OF WAY LINE 393.64 FEET; THENCE NORTH 76°43'11" EAST 212.76 FEET TO A POINT ON THE EAST LINE OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3107; THENCE NORTH 00°21'06" WEST ALONG THE EAST LINE OF SAID PARCEL 1 AND ALONG THE EAST LINE OF LOTS 14, 13, AND 12 OF BLOCK 1 OF WHITNALL VIEW SUBDIVISION ADDITION NO. 1, 809.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88°41'11" WEST ALONG THE NORTH LINE OF SAID LOTS 12 AND 11 OF SAID WHITNALL VIEW SUBDIVISION ADDITION, 484.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 00°21'07" WEST ALONG THE EAST LINE OF LOTS 10 AND 9 OF SAID WHITNALL VIEW SUBDIVISION, 400.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88°41'11" EAST ALONG SAID NORTH LINE, 544.58 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 4; THENCE SOUTH 00°21'07" EAST ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4, 35.86 FEET; THENCE NORTH 88°42'30" EAST, 662.58 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/4 OF SAID 1/4 SECTION; THENCE NORTH 00°22'39" WEST, 1349.21 FEET; THENCE NORTH 88°33'16" EAST 1252.39, FEET; THENCE SOUTH 00°19'12" EAST, 367.35 FEET; THENCE NORTH 54°02'33" EAST, 648.24 FEET; THENCE NORTH 88°33'16" EAST, 204.06 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 4, BEING THE CENTERLINE OF SOUTH 76TH STREET; THENCE SOUTH 00°19'12" EAST ALONG SAID EAST LINE, 519.27 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST

1/4 OF SECTION 4; THENCE SOUTH 00°25'03" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, 1659.84 FEET TO SAID REFERENCE LINE; THENCE SOUTH 49°45'51" WEST ALONG SAID REFERENCE LINE, 1561.74 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 8,951,502 SQUARE FEET (205.498 ACRES) OF LAND, MORE OR LESS.

WHEREAS, Table 15-3.0442C.1. incorrectly references Table 15-3.0442D.1. for a minimum total living area dwelling unit, and the proper reference being Table 15-3.0442.D.2; and

WHEREAS, City of Franklin Planning Department Staff have requested to correct the reference within Table 15-3.0442C.1.; and

WHEREAS, Planning Department Staff has also requested to amend Table 15-3.0442D.2. Average Dwelling Unit Size (Square Feet) for One (1) Bedroom Dwelling Units (a) for Thirteen (13) or More Dwelling Units per Structure from 700 square feet to 600 square feet.

WHEREAS, the City of Franklin Plan Commission on the 9th day of November, 2023, having reviewed the proposed amendments to Planned Development District No. 37 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission, and having determined that the proposed amendments to Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: Section 15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, as previously amended, is hereby amended specifically and only with regard to the Planned Development District No. 37 located at approximately the southeast corner of West Rawson Avenue and South Ballpark Drive.

- SECTION 2: Table 153.0442C.1. of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Minimum Total Living Area per Residential Apartment Dwelling Unit (D.U.) in Mixed Use Commercial Buildings For 3 or more D.U.'s per structure references Table 15-3.0442D.2.
- SECTION 3: Table 15-3.0442D.2. of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Average Dwelling Unit Size (Square Feet) for One (1) Bedroom Dwelling Units (a) for Thirteen (13) or More Dwelling Units per Structure is 600 square feet.
- SECTION 4: All other applicable terms and provisions of §15-3.0442, shall apply to Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) mixed-use development located at approximately the southeast corner of West Rawson Avenue and South Ballpark Drive, and all terms and provisions of §15-3.0442 as existing immediately prior to the adoption of this Ordinance, except as amended hereunder, shall remain in full force and effect.
- SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of November, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of November, 2023.

ORDINANCE NO. 2023-____
Page 5

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of November 9, 2023
Minor Amendment to PDD No. 37

RECOMMENDATION: City Development staff recommends approval of the proposed amendments to Planned Development District No. 37.

Project Name: PDD No. 37 (BadAx Flats) Minor Amendment
Property Owner: Zim-Mar Properties, LLC
Applicant: Department of Community Development
Property Address/TKN: SE corner of Rawson Ave and Ballpark Dr / 754 9006 000
Aldermanic District: District 2
Zoning District: PDD 37 – The Rock Sports Complex/Ballpark Commons
Staff Planner: Nick Fuchs, Planning Associate

Introduction/Background

In review of the BadAx Flats proposed development and Planned Development District No. 37, Planning Staff believes a correction is needed within Table 15-3.0442C.1. This Table references Table 15-3.0442D.1. for a minimum total living area dwelling unit; however, that table does not contain a minimum dwelling unit size requirement. As such, the proper reference is to Table 15-3.0442.D.2.

As this was likely a previous error made at the time the PDD was drafted, Planning Staff is now proposing that the City amend Table 15-3.0442C.1. Minimum Total Living Area per Residential Apartment Dwelling Unit (D.U.) in Mixed Use Commercial Buildings to reference Table 15-3.0442D.2. for “3 or more D.U.’s per Structure.” Below is this table and the proposed amendment.

Minimum Wetland Setback (feet)	50
Minimum Total Living Area per Residential Apartment Dwelling Unit (D.U.) in Mixed Use Commercial Buildings	
For less than 3 D.U.’s per structure for one bedroom D.U.	900 sq. ft. (plus 200 sq. ft. for each bedroom over 1 bedroom)
For 3 or more D.U.’s per structure	(see Table 15-3.0442D.1.)
^a Commercial apartments may be permitted on the upper levels of a multi-story building only. The minimum landscape surface ratio (LSR) for the entire site shall be 0.35.	

(see Table 15-3 0442D 2.)

Staff is also proposing an amendment to the minimum dwelling unit size to accommodate the proposed dwelling unit sizes of the BadAx Flats apartments. The proposed amendment is to Table 15-3.0442D.2. Average Dwelling Unit Size (Square Feet) for One (1) Bedroom Dwelling Units (a) for Thirteen (13) or More Dwelling Units per Structure from 700 square feet to 600 square feet.

Below is this table showing the proposed change. Staff finds that the minimum unit size is more in line with the current market.

**BALLPARK COMMONS MULTI-FAMILY RESIDENCE DISTRICT
MINIMUM DWELLING UNIT SIZE STANDARDS FOR MULTI-FAMILY
DWELLING STRUCTURES WITH MORE THAN TWO (2) DWELLING
UNITS PER STRUCTURE**

Type of Dwelling Structure & Number of Dwelling Units	Average Dwelling Unit Size (Square Feet) for One (1) Bedroom Dwelling Units (a)	Average Area (Square Feet) to be Added to Minimum Dwelling Unit Size for Each Bedroom Over One (1) Bedroom (a)
Thirteen (13) or More Dwelling Units per Structure	600 700	200
Dens, libraries, studies, etc. or other room within a dwelling unit which can potentially be used as a bedroom shall be considered and counted as a bedroom.		

Below is an excerpt from a previous staff report providing additional details regarding the minimum floor area reduction.

Minimum floor area reduction:

The applicant is proposing 2 studio apartments out of the total 78 apartments, these studio apartments would be located on the second and third floor and would have a floor area of 692 square feet. Per the PDD Ordinance No. 2019-2368, Table 15-3.0442.D.2, the minimum dwelling unit size is 700 square feet.

It is noted that the minimum living area for commercial apartments is 900 square feet for most business zoning districts (i.e. B-1, B-2 and B-3). However, the local comprehensive plan recommends that “the City continue to review multi-family developments on a case-by-case basis, with particular emphasis upon neighborhood compatibility and high quality development (Chapter 6: Housing, page 6-37). This floor area reduction is not changing the land use, so neighborhood compatibility is not affected.

City Development staff consulted with the Inspection Services Department regarding building code standards for studio apartments or efficiency dwellings units as described in the 2015 International Building Code®. Section 1208.4.1 states that “the unit shall have a living room of not less than 220

square feet (20.4 m²) of floor area. An additional 100 square feet (9.3 m²) of floor area shall be provided for each occupant of such unit in excess of two". Therefore, the proposed studio apartments exceed the minimum area indicated in the building code.

Staff Recommendation:

City Development staff recommends approval of the proposed amendments to Planned Development District No. 37.

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 11/21/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize the Entrance into a Membership Agreement with the WiscNet Community Area Network for Primary Internet Carrier Services Account 46-0181-5846.9650</p>	<p style="text-align: center;">ITEM NUMBER B.4.</p>

Background

On August 1, 2023 the Common Council approved a motion to increase funding of the Fiber Optic WAN project by \$275,000 for the inclusion of new firewalls and WAN routers. The budget was extended so the project is not to exceed \$1,646,200. As the project moves forward to implementation, a membership contract has to be established for the primary Internet carrier, WiscNet, with the network access point (NAP) being provided at the Franklin School District ESC building.

Motion to Recommend:

WiscNet is a community area network (CAN) provider that is a non-profit agency for local, state, educational institutions, and libraries. WiscNet is the primary Internet service provider for the City of Milwaukee, Milwaukee County, and many of the municipalities within Southeastern Wisconsin. Franklin School District has been receiving WiscNet services for over 15 years. The school district building is a main network access point (NAP) for the region and access direct connectivity to the Alverno College link to the core backbone. All trenching designs for the City of Franklin fiber optic network intended to directly connect to WiscNet through this NAP.

As a CAN, WiscNet provides Internet services for all members, in addition to providing ancillary services as IT seminars and sharing expertise amongst members. WiscNet is considered to have Internet access that is considered superior in reliability and performance to commercial carriers. The CAN has the advantage of providing services to fewer customers than commercial providers and only allows access to members that are government or education related. Internet bandwidth can be increased at any time and is neither filtered or throttled by the CAN. At no time can a member use the CAN backbone for providing commercial services outside of those that have been designated CAN members.

Fiscal Impact

WiscNet membership services are due July 1 of each year and are due on an annual basis. The first 18 months of service (1/24 to 7/25) shall be funded from the project capital budget. For the 2025 Operational Outlay budget, costs are estimated to be \$9,920 annually. Costs are not expected to increase (or increase minimally) over a year-to-year basis. Internet service will be provided at a 10GB rate with unlimited bandwidth, where the constraint to service is the speed of the customer's networking equipment.

Current and Future Project Costs: (Fiber Optic WAN Project Allocation \$1,646,200)

- WiscNet Annual Membership Fee (18 months). \$3,000
- WiscNet Internet Carrier Services (18 months). \$11,880
- Cisco ASR 920 Router 10GB \$4,500
- WiscNet Installation Services \$2,000

Total Project Cost: \$21,380

Estimated Annual Costs (July to June billing period):

- WiscNet Annual Membership Fee \$2,000
- WiscNet Internet Carrier Services – 10GB \$7,920

Assumptions

On October 3, 2023, the Common Council authorized the expenditure of \$391,108 for the purchase of new WAN firewalls, routers, and managed services from TPX. An additional budget allocation of \$275,000 was authorized for the purchase of new hardware and services. \$116,108 of the project contingency fund would be used for the purchase of the security equipment. The project budget is carefully being monitored for cost overruns, but it is believed the project will come under budget enough to allow for the additional \$21,380 expense of WiscNet start-up services.

COUNCIL ACTION REQUESTED

Motion to authorize establishing a WiscNet membership agreement between the City of Franklin and the WiscNet Community Area Network (CAN) for providing primary Internet services to all City of Franklin facilities. The City attorney and Director of IT are authorized to make any necessary technical corrections for establishing the service contract. Membership, equipment, and installation costs are not to exceed \$25,000 for the first 18 months of service, as indicated in the Fiber Optic WAN Capital Budget – Account 46-0181-5846.9650.



Membership Memorandum of Understanding

On approval of the WiscNet Board of Directors, this WiscNet membership memorandum of understanding is made between WiscNet (an IRS 501 (c) (3) non-profit association with headquarters in Madison, Wisconsin)

and City of Franklin

(referred to as "Member").

WiscNet and Member agree as follows:

1. Upon both parties executing this membership memorandum of understanding, WiscNet will invoice Member the annual association member fee (as quoted). The member fee is assessed on a July 1 to June 30 annual basis. WiscNet will annually renew Member's membership unless Member advises WiscNet at least 90 days before June 30 of the current membership year.
2. Member shall enjoy all the rights, responsibilities, and privileges of WiscNet membership, including
 - a. Full participation in the affairs and governance of WiscNet
 - b. Eligibility to participate in member working groups
 - c. Eligibility to purchase any member serviceSpecific additional memoranda of understanding between WiscNet and Member govern the purchase of WiscNet services.
3. Neither WiscNet nor Member shall use the other's (or another Member's) name, trademark, or trade name or refer to this understanding in connection with any product, or promotion, or in any publication except for internal or research purposes without the prior written consent of the other party. WiscNet may list Member on the WiscNet membership roll.
4. No information exchanged between the parties shall be considered confidential unless it is the subject of a separate written confidential disclosure agreement.
5. This understanding may be terminated on a two-thirds vote of the WiscNet Board of Directors for any of the following reasons:
 - a. Use of the WiscNet services provided to Member for purposes not consistent with the WiscNet Acceptable Use Policy
 - b. Failure to comply with this understanding
 - c. Failure to pay assessed fees

Should membership in WiscNet be terminated, the terminated Member may petition for reinstatement to the WiscNet Board Chair, who shall, in a timely manner, present such petition to the WiscNet Board. Such terminated Member shall be reinstated upon a two-thirds vote of the Board.



- 6 This understanding, the WiscNet By-Laws, the WiscNet Articles of Association and the WiscNet Acceptable Use Policy constitute the sole agreement between the parties respecting the subject matter thereof, they supersede all prior agreements and understandings, whether written or oral. This understanding may be changed or terminated in writing.
- 7 WiscNet makes no representations or warranties, express or implied.
- 8 In no event shall WiscNet or its members, officers and directors have any liability to Member for any loss, claim, damage, expense or fee arising out of Member's membership in WiscNet and WiscNet shall not be liable to Member for any refunds of a membership fee, or any other claims arising out of or related to the membership fee.

Standard Terms and Conditions:

- 1 **Compliance:** Member represents and warrants that the use by its students, staff, customers, or end users of the service shall comply with all applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency or authority.
- 2 **Indemnification (if Member is town, village, city or county):** Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality 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 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.

Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for

- any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU,



- any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU,
 - The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice
3. **Termination:** This MOU may be terminated by either party with 90 days advance notice in-writing to the other party. If such notice is being given to WiscNet, it shall be directed to the Chief Executive Officer of WiscNet. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this MOU, Customer shall have no rights to continue use of the service.
4. **Miscellaneous:** This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties which specifically states that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

Signature of Member Representative

Date

Signature of WiscNet Chief Executive Officer

Date



WiscNet Network Access

Memorandum of Understanding (“MOU”)

Between City of Franklin

and WiscNet

Service Overview

This MOU establishes your connection to Wisconsin’s Research and Education Network (“WiscNet”). Your institution now becomes an important part of the larger effort to advance research, education, and public service for Wisconsin. The MOU describes our mutual expectations and responsibilities and sets an equitable fee for your participation.

WiscNet Network Access Service (“Network Access”) uses standards-based protocols, software, hardware, and technical support to transmit WiscNet member’s data to, from, and across (a) the WiscNet research and education network, (b) the worldwide “commodity Internet” and (c) the Internet2 research and education network and its peer networks.

Service Roles and Responsibilities

Member will:

- Provide WiscNet with a list of authorized contacts for communications with WiscNet regarding the service, including after-hours contacts.
- If a member decides to manage the edge device, the member will be responsible for maintaining, configuring, and troubleshooting the device.
- Subscribe to the WiscNet outage notification system to stay abreast of planned or unplanned communications related to their connectivity.

WiscNet will:

1. Allow Member to have a connection between Member’s facilities (at one physical site that Member controls) and the WiscNet network and (b) to transmit data over the network, pursuant to this understanding.
2. WiscNet will provide Member with a standards-based network router or comparable device that WiscNet will own, configure, manage and maintain.
3. Provide Technical Support during business hours (7:45 am to 4:45 pm, Monday through Friday) to Member’s designated staff. Members may report service outages 24x7 by contacting the WiscNet NOC.

WiscNet will make our best effort to reinstate Member’s service as soon as possible.

This MOU applies to the service options as quoted below

605 Science Drive Madison, WI 53711 608.442.6761 www.wiscnet.net



Service Fees and Terms

Member agrees on the term and service fees as quoted from the date of successful service installation.

Fees are set up annually and approved by the Board on a July 1 to June 30 fiscal year

Standard Terms and Agreements

Compliance: Member represents and warrants that the use by its students, staff, customers, or end users of the service shall comply with all applicable laws, ordinances, rules, regulations, and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency, or authority

Indemnification (if Member is town, village, city, or county): Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality 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 or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for: any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU; any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU; The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice. Member does not intend hereby to waive any limitations or protections afforded public schools under Wisconsin Statutory or common law.

Termination: This MOU may be terminated by either party with 90 days advance notice in writing to the other party. If such notice is being given to WiscNet, it shall be directed to the WiscNet email account: support@wiscnet.net. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU



which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such an alleged breach. Upon termination or expiration of this MOU, Member shall have no rights to continue the use of the service.

Miscellaneous: This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties, which states explicitly that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have the authority to execute this MOU on behalf of the party for whom they have signed.

Understanding: We agree to the terms of service for the WiscNet Network Access Service as contained in this document.

Signature of **Member Representative**

Date

Signature of **WiscNet Chief Executive Officer**

Date



Member Information Form

Member Mailing Address

Mailing Address Organization	City of Franklin
Number and Street	
City, State, Zip	
Fax	

Member Representative Contact The Member Representative serves as the organization's representative at the annual meeting with voting rights on matters brought forward for member action. WiscNet provides updates on Board actions, our plans, and other non-technical notices to this person.

Name	
Title	
Phone	
Email	

Administrative Contact The Administrative Contact is the person who handles business and financial matters. **WiscNet sends invoices to this person**

Name	
Title	
Phone	
Email	

Primary Technical Contact The Primary Technical Contact will handle technical matters concerning on WiscNet services. This person assists WiscNet personnel in diagnosing network programs and will receive equipment for installation at your site. You may specify multiple technical contacts. WiscNet prefers an on-site employee as primary technical contact.

Name	
Title	
Phone	
After-Hours Phone	
Email	



Consultant Contact If appropriate for your institution, identify possible consultants' organization has contracted with to install and/or maintain your Local Area Network.

Company Name	
Consultant Name	
Business Phone	
Mobile Phone	

E-Rate Contact (if applicable): This person is the WiscNet point of contact for e-rate related issues and questions

Name	
Title	
Phone	
Email	

Additional Member Information

Please give us your primary location information listed below.

Wisconsin County:

Wisconsin Tax Municipality (including City, Town, or Village):



Quote

Date 11/10/2023
Quote # 10263

WiscNet
 605 Science Drive
 Madison WI 53711
 (608) 442-6761, option 4
 Tax ID # 39-1705442

Bill To

City of Franklin
 9229 W Loomis Rd
 Franklin WI 53132

FY 2023-2024	WiscNet	WiscNet Annual Membership Fee	1	2,000 00	2,000 00
	Membership Service				
FY 2023-2024	WiscNet	The "Recurring Annual Cost for Network Access" will provide Internet Access service up to the limit of any Internet transport capacity in service at your site. The fee for Network Access service will remain as-quoted regardless of bandwidth.	4	1,980 00	7,920 00
	Network Access Service				
FY 2023-2024	Cisco	One-time Fee for WiscNet Owned Cisco ASR920 - 10G Router	1	4,500 00	4,500 00
	ASR-920-4S A				
FY 2023-2024	WiscNet 10	One-time cost to connect a 10G capable network connection including any necessary components such as SFPs and jumpers, router ports, and design and engineering costs	1	2,000 00	2,000 00
	Gig Fee				
				Total	\$16,420 00



10263

Certificate Of Completion

Envelope Id C12883EF30A04774A1E36658EA3A2A21
Subject WiscNet Membership and Network Access MOU City of Franklin 10263
Source Envelope
Document Pages 10 Signatures 0
Certificate Pages 5 Initials 0
AutoNav Enabled
Envelopeld Stamping Enabled
Time Zone (UTC 06 00) Central Time (US & Canada)

Status Sent

Envelope Originator
Aivars Margevics
605 Science Drive
Madison WI 53711
amargevics@wiscnet.net
IP Address 132.226.26.225

Record Tracking

Status Original
11/10/2023 2:58:00 PM
Holder Aivars Margevics
amargevics@wiscnet.net

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Signer Events

James Matelski
JMatelski@franklinwi.gov
Director of IT
City of Franklin
Security Level Email Account Authentication
(None)

Signature

Timestamp

Sent 11/10/2023 3:00:52 PM
Viewed 11/10/2023 4:04:27 PM

Electronic Record and Signature Disclosure:
Accepted 11/10/2023 4:04:27 PM
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David Lois
davelois@wiscnet.net
Security Level Email Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted 11/10/2023 11:50:50 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

WiscNet Member Success
membersuccess@wiscnet.net
Security Level Email Account Authentication
(None)

Electronic Record and Signature Disclosure
Not Offered via DocuSign

WNBilling
wnbilling@wiscnet.net
Security Level Email Account Authentication
(None)

Electronic Record and Signature Disclosure
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/10/2023 3 00 52 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact WiscNet:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heidi.genthner@wiscnet.net

To advise WiscNet of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heidi.genthner@wiscnet.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from WiscNet

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heidi.genthner@wiscnet.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any

To withdraw your consent with WiscNet

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

1. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may,
11. send us an e-mail to heidi.genthner@wiscnet.net and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email.	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document, and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify WiscNet as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by WiscNet during the course of my relationship with you



Adopted April 19, 1990; Revised March 26, 1996;
Revised June 19, 1997; Revised January 20, 1998;
Revised January 20, 2000; Revised May, 2014

ARTICLE I: Purpose

1.1 WiscNet (the “Association”) is a not-for-profit association established to further education, research, economic development and public service in the State of Wisconsin by creating and operating a digital communications network interconnecting public and private organizations.

1.2 The Association is formed and shall be operated exclusively to advance education, research, economic development and public service by assisting in the exchange of information among its members by means of high-speed digital communication techniques to assist those members in gaining access to scientific and educational resources. The network will support collaborative instruction, research, economic development and public service; facilitate access to regional and national networks and hence to national resources such as supercomputer centers, and generally support the education, research, public service and economic development mission of the members.



To further such purposes, the Association will endeavor to promote instruction and research at colleges, universities and schools through digital communications; to promote collaborative research between educational institutions and associations and private industry through digital communications; to promote access to special research facilities, and, through the above activities, increase the pool of scientific knowledge and the advancement of high technology so necessary to the economic well-being of the State of Wisconsin and the United States of America.

The foregoing are exemplary of the activities of WiscNet but shall not be taken to preclude other activities which may advance the purpose of the Association.

1.3 In no case shall the purpose of the Association nor its activities encompass any purpose or activity not permitted to exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

1.4 The Association is organized exclusively for educational, scientific and charitable purposes, including economic development and the making of distributions to other organizations for such purposes, but only to the extent and in such manner that such purposes constitute exclusively educational, scientific and charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United



States Internal Revenue Law. The Association is organized exclusively for the benefit of the members of the Association, including current members so long as they remain members of the Association, and any future members.

1.5 No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as described in this Article. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence public legislation, and the Association shall not participate in, or intervene in (including the public distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE II: Membership

2.1 Membership in WiscNet is open to educational institutions and associations, libraries and associations, governmental organizations, and other non-profit institutions which desire to support the purposes and participate in the activities of the Association. Members are expected to abide by policies for appropriate use of the network as they are developed and updated from time to time.

2.2 Membership in WiscNet shall be by written application submitted to the Board of Directors



(the "Board"). Admission to membership shall be approved by not less than two-thirds of the Board.

A member may withdraw from WiscNet by filing with the Secretary a written notice of withdrawal. Such notice must be filed on or before December 31st of any year and will be effective June 30th of the following year. A member may be expelled from WiscNet with not less than six months' notice on approval of not less than two-thirds of the Board. The withdrawal or expulsion of a member will not affect the then existing rights and liabilities of that member under contracts between that member and any other member(s) or between that member and the Association or any other entity or person with whom the Association or any member has entered into a contract which binds the withdrawing or expelled member, unless otherwise determined by a vote of not less than two-thirds of the Board.

2.3 Members are collectively responsible for the financing of WiscNet. The Association, through the actions of its Board, may from time to time create categories of membership, with appropriate fees, services and responsibilities.

2.4 The members will receive annually a financial report of the Association from the Board.

ARTICLE III: Association Responsibilities

3.1 All actions relating to the following matters of the Association are reserved to and may take effect only upon the vote of not less than two-



thirds of the membership of the Association:
a) amending or repealing any of these By-Laws,
b) amending or repealing the Articles of
Association,
(c) dissolving the Association.

3.2 Each WiscNet member shall have the right to appoint one Representative to attend meetings of the Association. A statement in writing by an authorized representative of a member institution to the Chair or Secretary of the Board constitutes the only action necessary to appoint a new person as the Representative of that member organization.

3.3 The Association shall have an annual meeting for the purpose of electing a Board of Directors, making changes to the By-Laws and Articles of Association and other such matters as may be provided herein.

3.4 The annual meeting of the Association shall be in June of each year at such time as shall be designated by the Association or on such other date as the Association shall determine.

3.5 Except as otherwise expressly required by statute or these By-Laws, the act of a majority of the Representatives present at any meeting of the Association shall be the act of the Association.

3.6 Each Representative is entitled to one vote on each question at each meeting of the Association. Unless required by statute or determined by the chair of the meeting to be advisable, the vote on any question need not be

by written ballot.



WiscNet

3.7. At a meeting of the Association, the Chair, or, in the absence or inability to act of the Chair, the Vice-Chair, or, in the absence or inability to act of the Vice-Chair, another Representative chosen by the majority of the Representatives present, in person or by proxy, shall act as chair of the meeting. The Secretary or, in the absence or inability to act of the secretary, any person appointed by the chair of the meeting shall act as secretary of the meeting and keep the minutes thereof.

Representatives of the Association may participate in a meeting of the Association using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.8 Business of the Association may be conducted via a variety of means such as Electronic Mail, telephone, fax and US mail if a formal procedure for doing so is duly authorized by the Board. When a vote is taken by an asynchronous method, the number of votes required for passage shall be either two-thirds of the entire membership for the issues specified in section 3.1 of these by-laws, or a majority of the entire membership in the spirit of section 3.5.

ARTICLE IV: Board of Directors

4.1 The business and affairs of WiscNet shall be governed by its Board of Directors. The Board



may exercise all such authority and powers of the Association and do all such lawful acts and things as are authorized by statute and these By-Laws.

The Board may enter into such contracts, purchase agreements, leases and other legal arrangements and relationships as are otherwise lawful and as it deems necessary to carry out the purposes of the Association. The Board is authorized to accept such gifts and grants as it deems will support the purposes of WiscNet and to submit proposals for donations, grants and contracts for the support of WiscNet as it deems appropriate.

4.2 The Board will annually approve a budget. The Treasurer is authorized to request disbursements of WiscNet funds in accordance with budgeted expenditures.

All other actions of the Board, unless otherwise provided by these By-Laws, require a majority vote of the Directors present at any meeting in which a quorum is present.

4.3 The Board shall consist of not more than fifteen (15) persons of which eleven (11) persons having the following distribution:

- 1 Representative from private higher education in Wisconsin
- 1 Representative from UW System comprehensive universities/colleges
- 1 Representative from the Wisconsin



WiscNet
Connecting People and Strategies

Technical College System

Representative from the K12s

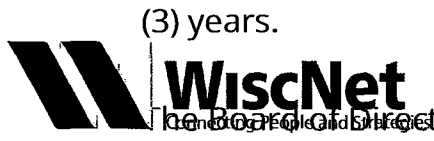
- 5 Representatives from the membership at large
- 1 Representative appointed by UW-Madison
- 1 Representative appointed by UW-Milwaukee

Each member Representative who qualifies for more than one category must elect to run for election in exactly one of the above categories. Any member Representative is also eligible to be in the at large category.

No category may become a majority by election from the at large constituency. If such should occur as a result of preliminary Board election results, the nominating committee shall rank the at large results, highest to lowest, and certify the candidates with the highest number of votes such that a majority constituency does not exist. Each Representative will have one (1) vote to cast for each of the vacant seats. No candidate for member at large may be given more than one vote by a single Representative.

As terms expire in each succeeding year, the nominating committee will present at least two (2) candidates for election to each seat. For example, if one of the seats open was from private higher education, at least two candidates would be nominated from Representatives of private higher education members. Representatives will have one (1) vote for each open seat.

Each elected director will serve a term of three



(3) years.

The Board of Directors will annually, at the first Board meeting following the annual meeting of the Association, elect its own officers, to include a Chair, Vice Chair, Secretary, and Treasurer.

4.4 Regular meetings of the Board will be held not less than quarterly.

4.5 An extraordinary meeting of the Board, unless otherwise prescribed by statute, may be initiated at any time by the Board and shall be called by the Chair at the written request of no less than fifteen percent (15%) of the Representatives of the members of the Association or any two (2) Directors.

4.6 Two thirds of the Board members shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of any business at such meeting and, except as otherwise expressly required by statute or these By-Laws, the act of a majority of the Directors present at any meeting of the Board at which a quorum is present shall be the act of the Board.

In the absence of a quorum at any meeting of the Board, a majority of the Directors present may adjourn the meeting to another time and place or such meeting need not be held. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The Directors shall act only as a Board, and the individual Directors shall have no power as such.



4.7 Each Director is entitled to one vote on each question at each meeting of the Board. Unless prohibited by statute or determined by the chair of the meeting to be advisable, the vote on any question need not be by written ballot. Business of the Board may be conducted via email if a formal procedure for doing so is duly authorized by the Board.

4.8 At each meeting of the Board, the Chair, or, in the absence or inability to act of the Chair, the Vice-Chair, or, in the absence or inability to act of the Vice-Chair, another Director chosen by the majority of the Directors present in person shall act as chair of the meeting. The Secretary or, in the absence or inability to act of the secretary, any person appointed by the chair of the meeting shall act as secretary of the meeting and keep the minutes thereof.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or any committee using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

4.9 Any Director may resign at any time by giving written notice of resignation to the Board, the Chair or the Secretary. Any such resignation will take effect at the time specified therein or, if the time when it shall be effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



4.10 A vacancy on the Board may occur for the following reasons:

- The Director resigns.
- The Director's position as Representative of his or her member organization is terminated. The Director's organization withdraws its membership from the Association.
- The Director is removed for cause by an action of the Board.
- The Director misses three (3) Board meetings without reasonable cause during any year of the Director's term.

The Board by majority vote may remove any Director who violates applicable law, the Articles of Association or these Bylaws, or for any other good or sufficient cause. No Director may be so removed until the Director has been informed in writing of the reasons for the proposed removal and until the Director has been given the opportunity to appear before the Board.

If a Director is absent without reasonable cause from three (3) meetings of the Board during any year of the Director's term, the Director may be removed from office by resolution at the next meeting of the Board.

A vacancy on the Board shall be temporarily-filled by majority vote of the Board at the next Board meeting with a Representative from the appropriate category as defined in Section 4.3, if such a Representative or category is available, and if not, then the Board shall elect a non-



Representative. Appointments filled in this manner shall be valid until the first annual meeting after the date of the appointment. At the annual meeting, the Board shall elect a Director to serve the balance of the unexpired term, if the vacancy was a member-elected Director; if not such a vacancy, then for a term not to exceed three years.

4.11 The Board may, by resolution or resolutions passed by a majority of the Board, designate one or more committees, including, without limitation, an Executive Committee. The Executive Committee is composed of the Chair, the Vice-Chair, the Secretary, the Treasurer and one Director-at-Large. The Executive Committee will conduct the regular business of the Board between Board meetings and provide direction to agents and contractors of the Association in the conduct of the day-to-day operations of the Association.

Each Board committee other than the Executive Committee will be chaired by a Board member and will include three or more Representatives of the Association.

The Board may designate one or more Directors as alternate members of any committee, who may replace any absent Director at any meeting of the committee. In the event of the absence of any member of such committee or committees, the Director or Directors thereof present at any meeting, whether or not such Director or Directors constitute a quorum, may unanimously appoint another Representative to act at the meeting in the place of such absent Representative. The act of a majority of the



Directors and Representatives at any such meeting shall be the act of the committee.

Any such committee, to the extent provided in the resolution of the Board, or in these By-Laws, shall have and may exercise all of the powers and authority of the Board in the management of the affairs of the Association. However, no such committee shall have the power or authority to (a) dissolve the Association, (b) revoke a dissolution, (c) amend these By-Laws of the Association or (d) take any action reserved exclusively to the Board in these By-Laws or elsewhere.

4.12 The Board shall appoint a fiscal agent which shall be responsible, within policy set by the Board and operating at the direction of the Treasurer, for collection, custody and disbursement of WiscNet funds.

ARTICLE V: Meetings

5.1 Notice of meetings of Board committees need not be given except as otherwise expressly required by statute or these By-Laws.

Notice of the place, date and time of the holding of the annual meeting of the Association and each regular or special meeting of the Board and, in the case of a special meeting, the purpose or purposes thereof, shall be given not less than five (5) nor more than sixty (60) days before the date of such meeting. Notice of any meeting of the Board need not be given to Representatives and Directors who (a) attend such meeting in person and do not, prior to the




commencement of such meeting, object to the transaction of any business on the ground that the meeting is not lawfully called or convened or (b) submit, either before or after the meeting, a signed waiver of notice, in person or by proxy.

In the absence of a quorum at any meeting of the Board, a majority of the Directors present may adjourn the meeting to another time and place or such meeting need not be held. Unless the Board shall fix, after the adjournment, a new record date for the adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Director.

5.2 WiscNet meetings may be held at any such place as the Secretary shall specify in the notice of such meeting. (Meetings will normally be held in Wisconsin but may be held elsewhere in conjunction with other professional activities that bring a number of members together.)

5.3 The rules contained in Robert's Rules of Order, Newly Revised, shall govern WiscNet meetings in all cases in which they are not inconsistent with applicable law, these By-Laws or with any special rules of order that may be adopted from time to time by the Board of

Directors.



WiscNet
WiscNet Corporation

Business at any meeting of the Board shall be determined by the chair of the meeting.

5.5 Any action required or permitted to be taken at any meeting of the Board or any committee provided for herein may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI: Officers

6.1 The officers of WiscNet shall be a Chair, Vice-Chair, Secretary and Treasurer. Such officers shall be elected from time to time by the Board, drawn from Directors elected by member-representatives, each to hold office until the next annual meeting of the Association or until a successor shall have been duly elected and shall have qualified or until death, resignation or removal, as elsewhere provided in these By-Laws. Unless authorized by a two-thirds vote of the Board, no officer shall serve in one office for more than two consecutive years.

The Board may from time to time elect or appoint such other officers and agents as may be necessary or desirable for WiscNet business. Such other officers and agents shall have such duties and shall hold their offices or positions for such terms as may be prescribed by the Board or by the appointing authority.



6.2 Any officer of the Association may resign at any time by giving written notice of resignation to the Chair or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.3 Any officer of the Association may be removed, either with or without cause, at any time by the vote of two-thirds of the entire Board. Such removal shall be without prejudice to the contractual rights, if any, of the officer so removed.

6.4 A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these By-Laws for the regular election or appointment to such office.

6.5 The Chair shall be elected by and from the Board of Directors. The Chair shall, if present, preside at each meeting of the Board and of the Association. The Chair shall have the authority to sign, execute and acknowledge on behalf of WiscNet all contracts, leases, reports and other documents or instruments necessary or proper to carry out the purposes of WiscNet or which shall be authorized by Resolution of the Board to carry out such purposes and, except as otherwise provided by law or the Board, may authorize other officers or agents of WiscNet to sign, execute and acknowledge such documents



or instruments in his or her place. The Chair shall be a member of the Executive Committee and shall perform other duties as from time to time may be assigned by the Board.

6.6 The Vice-Chair shall be elected by and from the Board of Directors. The Vice-Chair shall, if present, preside at each meeting of the Board and of the Association where the Chair is unavailable. In the case of a vacancy in the position of Chair, the Vice-Chair shall fill out the remainder of the term of the Chair.

The Vice-Chair shall be a member of the Executive Committee and shall perform other duties as from time to time may be assigned by the Board.

6.7 The Secretary shall be elected by and from the Board of Directors. The Secretary shall (a) keep the minutes of the meetings of the Board and of the Association and the committees of the Board, (b) ensure that all notices are duly given in accordance with the provisions of these By-Laws and as required by law, (c) ensure that the books, reports, statements and other documents and records required by law to be kept and filed are properly kept and filed and (d), in general, perform all the duties incident to the office of Secretary. The Secretary shall be a member of the Executive Committee and shall perform other duties as from time to time may be assigned by the Board.

6.8 The Treasurer shall be elected by and from the Board of Directors. The Treasurer shall be the chief financial officer of the Association and shall exercise general supervision over the



receipt and disbursement of WiscNet funds. The Treasurer shall ensure that records are kept regarding the identity and location of all assets of the Association. The Treasurer shall be a member of the Executive Committee and shall perform other duties as from time to time may be assigned by the Board.

ARTICLE VII: Miscellaneous

7.1 The fiscal year of the Association shall begin on the first day of July of each year.

7.2 Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed as it appears in the records of the Association, and such notice shall be deemed to have been given on the day of such mailing. Whenever any notice whatever is required to be given under the provisions of any laws or under the provisions of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

7.3 These By-Laws may be amended or repealed or new By-Laws may be adopted by the affirmative vote of not less than two-thirds of the Association.

7.4 In the event of the withdrawal from the Association by a member, all WiscNet assets at that institution shall be returned to WiscNet.

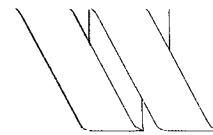
7.5 In the event of dissolution of the Association, the Board shall, after paying or making provision for the payment of all liabilities of the Association, dispose of all the assets of the Association exclusively for educational, scientific and charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding provision of any future United States Internal Revenue Law).

7.6 If any part of these By-Laws is found to be illegal or otherwise invalid, such finding shall not affect the validity of the remainder.

WiscNet
605 Science Drive
Madison,
Wisconsin 537111
Support:
608-442-6761 ext.
2
After Hours
Network
Operations Center:
608-442-6761 ext.
1
<https://www.wiscnet.net/support>
(/support)

WiscNet Support
(/support)
WiscNet Governance
(/governance)
WiscNet Events (/events)
WiscNet Staff (/staff)
WiscNet Membership
(/membership)

WiscNet is a membership
organization that
provides research and
education networking
services to public and
private higher education,





K12 school districts,
municipalities,
and hospitals throughout
Wisconsin. We connect
people and strategies to
solve common
technology challenges
and to develop
innovative solutions in
support of educational,
research, and
community service
missions.



Adopted June 15, 1990; Revised September 6, 1994; Revised January 20, 2000

WiscNet's purpose is to advance education, research, economic development and public service by enabling the exchange of information among its constituencies. The network uses high-speed digital communication to help members gain access to scientific, educational, and other resources. The network supports collaborative instruction, research, economic development and public service. It provides access to regional, national and international networks and hence to national resources like supercomputer centers. In general, it supports the education, research, public service and economic development missions of its members.

1) Use that is consistent with the purposes of WiscNet is acceptable.

2) Use directly supporting approved uses is acceptable, for example:

- education
- research
- state, local or national government affairs
- economic development



3) Communications that violate Wisconsin, federal or international laws are unacceptable.

4) Activities designed to interfere with the ability of other users to make effective use of the network are unacceptable.

5) Using the network in a harmful or harassing manner is unacceptable.

The above statements of policy are not meant to be exhaustive. The WiscNet Board of Directors is the final authority on questions of acceptable use of the network. Until an issue is resolved, questionable use should be considered unacceptable.

WiscNet members are responsible for seeing that their communities are aware of and follow this policy in letter and in spirit.

WiscNet members should require authentication for all users of the network.

Members are expected to take all reasonable measures, given the constraints of technology and management practices, to ensure that traffic entering WiscNet from other networks conforms to this acceptable use policy. Conversely, members are similarly expected to avoid having traffic from their organizations violate the policies of connecting networks that carry WiscNet traffic.

Caution: While WiscNet is a reliable network,



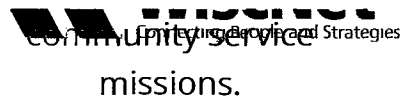
Internet communication protocols are in general not secure. Encryption is strongly encouraged for transmitting confidential or sensitive information.

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Madison,
Wisconsin 537111
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608-442-6761 ext.
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After Hours
Network
Operations Center:
608-442-6761 ext.
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WiscNet Support
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WiscNet Governance
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WiscNet Membership
(/membership)



WiscNet is a membership organization that provides research and education networking services to public and private higher education, K12 school districts, libraries, municipalities, and hospitals throughout Wisconsin. We connect people and strategies to solve common technology challenges and to develop innovative solutions in support of educational, research, and





Adopted May 2, 1990; Revised March 23, 1994;
Revised January 20, 2000.

The undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Association under the laws of Wisconsin, do hereby certify:

FIRST: The name of the Association shall be WiscNet.

SECOND: The place in Wisconsin where the principal office of the Association is to be located is the City of Madison, Dane County.

THIRD: The Association is formed and shall be operated exclusively to advance education, research, economic development and public service by assisting in the exchange of information among its members by means of high-speed digital communication techniques, and to assist those members in gaining access to scientific and educational resources. The network will support collaborative instruction, research, economic development and public service; facilitate access to regional and national networks and hence to national resources such as supercomputer centers; and generally support the education, service and research



mission of the members.

WiscNet

For the purposes, the Association will

provide digital communications to:

promote and facilitate instruction and research at educational institutions and support agencies, including colleges, universities and school districts;

facilitate access to information and resources found at libraries and governmental organizations;

promote collaborative research between educational institutions and associations and private industry;

promote access to special research facilities; and through the above activities, increase the pool of scientific knowledge and the advancement of high technology so necessary to the economic well-being of the State of Wisconsin and the United States of America.

The foregoing are exemplary of the activities of WiscNet, but shall not be taken to preclude other activities which may advance the purpose of the Association.

In no case shall the purpose of the Association nor its activities encompass any purpose or activity not permitted to exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 (the "Code") or the corresponding provision of any future United States Internal Revenue Law.

FOURTH: The Association is organized exclusively for educational, scientific and charitable purposes, including economic development and



the making of distributions to other organizations for such purposes, but only to the extent that such purposes constitute exclusively educational, scientific and charitable purposes within the meaning of Section 501 (c) (3) of the Code (or the corresponding provision of any future United States Internal Revenue Law). The Association is organized exclusively for the benefit of the members of the Association, including current members so long as they remain members of the Association, and any future members.

FIFTH: No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as described in this Article. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence public legislation, and the Association shall not participate in, or intervene in (including the public distribution of statements), any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the Association shall not carry on activities not permitted to be carried on (a) by an association exempt from Federal income tax under Section 501 (c) (3) of the Code or (b) by an association, contributions to which are deductible under Section 170 (c) (2) of the Code (or the corresponding provision of any future



United States Internal Revenue Law).

The Association shall have an annual meeting for the purpose of electing a Board of Directors, making changes to the By-Laws and Articles of Association and other such matters as may be provided by the By-Laws.

Each member shall have the right to appoint one Representative to attend meetings of the Association. The Representatives shall elect the Board of Directors of the Association, who will, in turn, elect their officers, in the manner provided by the By-Laws.

The business and affairs of WiscNet shall be managed by a Board of Directors. The Board may exercise all such authority and powers of the Association and do all such lawful acts and things as are authorized by statute, the By-Laws and these Articles. The Board may delegate, as appropriate, certain matters of the Association's affairs and business to others consistent with the By-Laws.

SEVENTH: Membership in the Association shall be determined in accordance with the provisions set forth in the By-Laws, but shall be limited to (i) organizations described in Section 509 (a) (1) or (2) of the Code, (ii) colleges and universities which are exempt from taxation pursuant to Section 501 (a) of the Code as organizations described in Section 501 (c) (3) of the Code, or colleges and universities of the type described in Section 511 (a) (2) (B) of the Code (or any corresponding provision of any future United States Internal Revenue Law), and (iii) such other



organizations as will further the charitable, educational, scientific and economic development purposes of the Association as set forth in Article Three of these Articles of Association.

A new member may be added or a current member may be removed only by an affirmative vote of not less than two-thirds of the Board.

EIGHTH: In the event of dissolution of the Association, the Board shall, after paying or making provision for the payment of all liabilities of the Association, dispose of all the assets of the Association exclusively for educational, scientific and charitable purposes within the meaning of Section 501 (c) (3) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

NINTH: Representatives at meetings of the Association are expressly authorized and empowered, in the manner provided in the By-Laws of the Association, to make, alter, amend and repeal the By-Laws of the Association in any respect not inconsistent with the laws of the State of Wisconsin or with these Articles of Association.

TENTH: The Association reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Association in the manner now or hereinafter prescribed by law, except that the right shall not be exercised in a manner that would produce any inconsistency with Articles Third, Fourth, Fifth and Eighth of these Articles of Association.



We, the undersigned, officers of the Board of Directors of the Association, do make this certificate, hereby declaring and certifying that the facts stated are true, and accordingly have hereunto set our hands this 20th day of January, 2000.

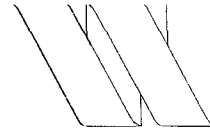
Gerald L. Isaacs, Chair Sue Kuhnmuench,
Secretary

John L. Beck, Vice-Chair Ronald D. Kraemer,
Treasurer

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libraries, municipalities,

and institutions throughout

Wisconsin. We connect people and strategies to

people and strategies to

solve common

technology challenges

and to develop

innovative solutions in

support of educational,

research, and

community service

missions.



WiscNet Membership



WISCNET CONNECTIONS

WiscNet Connections is our annual membership meeting, held every year in May at the Monona Terrace in Madison, Wisconsin. The WiscNet

TEACH & LEARN WITH WISCNET

Join our monthly online events where WiscNet members converge to delve into teaching and learning strategies. Uncover how local organizations collaboratively enhance education

BUILDING SMART(ER) COMMUNITIE S

Join our annual event uniting WiscNet members to explore security strategies. Learn how local organizations collaborate, using collective wisdom to benefit their

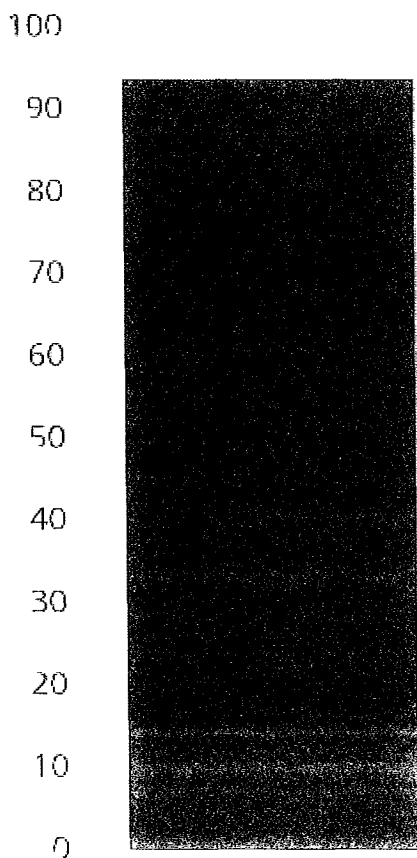
community comes
to learn from
old and new, and
push their thinking
forward into the
future. Over the
years, we've
learned that
something magical
happens when
people connect.



for their
communities.
Listen to
enlightening
stories from fellow
WiscNet members
on their innovative
approaches to
working with
today's and
tomorrow's
technologies.

communities. Hear
insightful stories
from fellow
WiscNet members
about
implementing and
preparing for
current and future
security
technologies. This
event encourages
networking and
fuels innovative
security thinking.

WiscNet Member Organizations





K12 School Districts

Total School/Library Population

Abbotsford School District	Green Bay Area Public School District	Plum City School District
Adams-Friendship Area School District	Green Lake County Green Lake School District	Plymouth Joint School District
Albany School District	Greendale School District	Port Edwards School District
Algoma School District	Greenfield School District	Port Washington-Sauville School District
Almond-Bancroft School District	Greenwood School District	Portage
Altoona School District	Gresham School District	Portage County Community School District
Altra Federal Credit Union	Hartford J1 School District	Portage County Poynette School District
Alverno College	Hartford UHS School District	Prairie du Chien Area School District
Antigo Unified School District	Hartland-Lakeside J3 School District	Prairie Farm Public School District
Appleton Area School District	Hayward Community School District	Prairie Lakes Library System
Argyle School District	Herman-Neosho-Rubicon School District	Prentice School District
Arrowhead UHS School District	Highland School District	Prescott School District
Ashwaubenon School District	Holmen School District	Princeton School District
Athens School District		Pulaski Community School District



Augusta School District	Holy Hill Area School District	Racine Lutheran High School
Baraboo School District	Hortonville Area School District	Racine Unified School District
Barneveld School District	Housing Authority of the City of Milwaukee	Randall J1 School District
Barron Area School District	Howard-Suamico School District	Randolph School District
Bayfield School District	Howards Grove School District	Raymond #14 School District
Beecher-Dunbar-Pembine School District	Hurley School District	Reedsburg School District
Belleville School District	Hustisford School District	Reedsville School District
Bellin College Inc	Illinois State University	Rhinelanders School District
Belmont Community School District	Independence First Indianhead Federated Library System	Rice Lake Area School District
Beloit College	Iola-Scandinavia School District	Richmond School District
Beloit School District	Iowa State University	Rio Community School District
Beloit Turner School District	Iowa-Grant School District	Ripon Area School District
Benton School District	Ithaca School District	Ripon College
Berlin Area School District	Jefferson County Jefferson School District	River Ridge School District
Big Foot UHS School District	Jackson County Janesville School District	River Valley School District
Big Ten Academic Alliance	Jefferson County Jefferson School District	Riverdale School District
Birchwood School District	Jefferson School District	Rock County
Black Hawk School District	Jefferson School District	Rock Prairie Montessori School
		Rosendale-



District	Johnson Creek	Brandon School
Boscobel	School District	District
Technical College	Kaukauna Area	Rosholt School
Bonduel School	School District	District
District	Kenosha County	Royall School
Boscobel Area	Kenosha County	District
School District	Public Library	Sacred Heart
Bowler School	System	Hospital
District	Kenosha Unified	Southwest Health
Boyceville	School District	Center
Community School	Kettle Moraine	St. Joseph's
District	Lutheran High	Hospital
Bridges Library	School	Sacred Heart of
System	Kettle Moraine	Jesus and Mary
Brighton #1 School	School District	School
District	Kewaskum School	Sacred Heart
Brillion School	District	Seminary and
District	Kewaunee School	School of Theology
Bristol School	District	Saint Croix Central
District #1	Kiel Area School	School District
Brown County	District	Saint Croix Falls
Burlington Area	Kimberly Area	School District
School District	School District	Saint Marys
Butternut School	KINBER	Springs Academy
District	Kohler School	School System
Cadott Community	District	Salem School
School District	La Crosse School	District
Cambria-Friesland	District	Sauk Prairie School
School District	Lac Courte Oreilles	District
Cambridge School	Ojibwe University	School District of
District	Lac du Flambeau	Ladysmith
Cameron School	#1 School District	School District of
District	Lake Country	Marinette
Campbellsport	School District	School District of
School District	Lake Mills Area	Wild Rose
Carroll University	School District	Seneca School
Carthage College	Lakeland UHS	District



Cassville School District	School District	Sevastopol School District
Cedarburg School District	Lakeland University	Sharon J11 School District
Central Wisconsin University	Lakeshore Technical College	Shawano School District
Chippewa Falls Area Unified School District	Lancaster Community Schools	Sheboygan Area School District
Chippewa Valley Technical College	Laona School District	Sheboygan County School District
City of Altoona	Lawrence University	Sheboygan Falls School District
City of Appleton	Lena School District	Shell Lake School District
City of Beloit	Lincoln County School District	Shiocton School District
City of Brookfield	Linn J6 School District	Shoreland Lutheran High School
City of DePere	Little Chute Area School District	Shorewood School District
City of Eau Claire	Lodi School District	Shullsburg School District
City of Fond du Lac	Lomira School District	Silver Lake J1 School District
	Loyal School District	Siren School District
	Luther High School	Slinger School District
	Luxemburg-Casco School District	Solon Springs School District
	Macalester College	South Central Library System
	Madison Metropolitan School District	South Milwaukee School District
	Manawa School District	Southern Door County School District
	Manitowoc Public Utilities	
	Manitowoc School District	



City of Green Bay	District	Southwest Library System
City of Marshfield	Maple Dale-Indian School District	Southwest Wisconsin Technical College
City of La Crosse	Maple School District	Southwestern Wisconsin School District
City of Madison	District	Sparta Area School District
City of Marinette	Marathon City School District	Spencer School District
City of Marshfield	Marathon County Special Education	Spoooner Area School District
City of Menasha	Marathon County Special Education	Spoonier Health System
City of Menasha : Menasha Utilities	Marcus Center for the Performing Arts	Spring Valley School District
City of Milwaukee	Marian University of Fond du Lac	St Augustine University Parish
City of Muskego	Marinette County	St Mary's Hospital Medical Center
City of Neenah	Marion School District	St. Catherines High School
City of New Berlin	Markesan School District	St. Francis Xavier Catholic School Systems
City of Oshkosh	Marquette University	St. Mary Catholic Schools
City of Platteville	Marquette University	St. Norbert College
City of Sheboygan	Marquette University High School	St. Vincent Hospital
City of Stevens Point	Marshfield Unified School District	Stanley-Boyd Area School District
City of Sturgeon Bay	Mayville School District	State of Wisconsin Dept of Public Instruction
City of Superior	McDonnell Area Catholic School District	
City of Watertown	McFarland School District	
City of Waukesha	Medford Area Public School District	
City of Wauwatosa	Medical College of	
City of West Allis		
City of Whitewater		
Clinton Community School District		
Colby School District		
Coleman School District		
Colfax School District		
Columbus School District		

Concordia	Wisconsin	State of Wisconsin
University	Mellen School	Investment Board
College of Business Administration	District	Stevens Point Area
District	Menasha Joint	Public School
Crivitz School	School District	District
District	Menominee Indian	Stone Bank School
Cuba City School	School District	District
District	Menominee	Stoughton Area
D C Everest Area	Nation, College of	School District
School District	the	Stratford School
Dane County	Menomonie Area	District
Darlington	School District	Sturgeon Bay
Community School	Mequon-	School District
District	Thiensville School	Sun Prairie Area
De Forest Area	District	School District
School District	Mercer School	Superior School
De Pere School	District	District
District	Merrill Area School	Suring Public
Deerfield	District	School District
Community School	Merton	Swallow School
District	Community School	District
Delavan-Darien	District	Thorp School
School District	Messmer Catholic	District
Denmark School	Mid-State	Three Lakes School
District	Technical College	District
Discovery World	Middleton-Cross	Tigerton School
Dodgeland School	Plains Area School	District
District	District	Tomahawk School
Dodgeville School	Milton School	District
District	District	Tomorrow River
Door County	Milwaukee Area	School District
Dove HealthCare	Technical College	Town of Grand
Dunn County	Milwaukee Art	Chute
East Troy	Museum	Tri-County Area
Community School	Milwaukee County	School District
District	Federated Library	Turtle Lake School
Eau Claire Area	System	District

School District	Milwaukee	Two Rivers Public
Eau Claire County	Milwaukee Public	School District
Edgar School	Museum	Union Grove J1
District	Milwaukee School	School District
Edgerton School	of Engineering	Union Grove UHS
District	Mineral Point	School District
Edgewood High	Unified School	University of Iowa
School	District	University of
Educators Credit	Minocqua J1	Minnesota
Union	School District	UW Platteville Real
Elcho School	Mishicot School	Estate Foundation
District	District	Verona Area
Elk Mound Area	Monarch Library	School District
School District	System	Versiti
Elkhart Lake-	Mondovi School	Victory Christian
Glenbeulah School	District	Academy
District	Monona Grove	Village of Allouez
Elkhorn Area	School District	Village of
School District	Monroe School	Ashwaubenon
Ellsworth	District	Village of Bellevue
Community School	Monticello School	Village of Fox
District	District	Crossing
Elmbrook School	Moraine Park	Village of
District	Technical College	Greendale
Elmwood School	MOREnet	Village of Howard
District	Mosinee School	Village of Little
Erin School District	District	Chute
Fall Creek School	Mount Mary	Village of Plover
District	University	Village of Suamico
Fall River School	Mukwonago	Viterbo University
District	School District	Wabeno Area
Flambeau School	Muskego-Norway	School District
District	School District	Walworth J1 School
Florence County	Necedah Area	District
School District	School District	Washburn County
		Washburn School
		District



Fond du Lac Band	Neenah Joint	Washington School
Committee	School District	District
Fond du Lac	Wausau School	Washington-
County	Wausauville School	Caldwell School
Fond du Lac School	District	District
District	New Berlin School	Waterford Graded
Fontana J8 School	District	J1 School District
District	New Glarus School	Waterford UHS
Fort Atkinson	District	School District
School District	New London	Waterloo School
Fox Point J2 School	School District	District
District	New Richmond	Watertown Unified
Fox Valley	School District	School District
Lutheran High	Newman Catholic	Waukesha County
School	Schools	Waukesha County
Fox Valley	Niagara School	Technical College
Technical College	District	Waukesha School
Franklin Public	Nicolet Area	District
School District	Technical College	Waunakee
Frederic School	Nicolet Federated	Community School
District	Library System	District
Freedom Area	Nicolet UHS School	Waupaca County
School District	District	Waupaca School
General Mitchell	Norris Academy	District
International	North Fond du Lac	Waupun School
Airport	School District	District
Geneva J4 School	North Lakeland	Wausau City-
District	School District	County
Genoa City J2	Northcentral	Information
School District	Technical College	Technology
Gillett School	Northeast	Commission
District	Wisconsin	Wausau School
Gilman School	Technical College	District
District	Northern Ozaukee	Wausaukee School
Gilmanton School	School District	District
	Northern Waters	Wautoma Area
	Library Service	School District
	Northland College	



District	Northland Pines	Wauzeka-Steuben
Good Shepherd	School District	School District
Lutheran School	Northwood School	Webster School
Goodman-	District	District
Armstrong Creek	Northwood	West Allis-West
School District	Technical College	Milwaukee School
Grafton School	Norwalk-Ontario-	District
District	Wilton School	West De Pere
Grant County	District	School District
Granton Area	Oak Creek-Franklin	West Salem School
School District	Joint School District	District
Grantsburg School	Oconomowoc Area	Western Technical
District	School District	College
Great Plains	Oconto County	Westfield School
Network	Oconto Falls Public	District
	School District	Weyauwega-
	Oconto Unified	Fremont School
	School District	District
	Omro School	White Lake School
	District	District
	Onalaska School	Whitefish Bay
	District	Dominican High
	Oregon School	School
	District	Whitefish Bay
	Osceola School	School District
	District	Whitewater Unified
	Oshkosh Area	School District
	School District	Whitnall School
	Osseo-Fairchild	District
	School District	Winding Rivers
	Outagamie	Library System
	Waupaca Library	Winnebago County
	System	Winnebago
	Owen-Withee	Lutheran Academy
	School District	Winneconne
	Pabst Theater	Community School
	Organization	District

Palmyra-Eagle Area Winnefox Library

School District System

Palmyra School District Center School

District District

Parkview School Wisconsin Center

District District

Pecatonica Area Wisconsin Center

School District for the Blind and

Peshtigo School Visually Impaired

District Wisconsin Dells

PESI School District

Pewaukee School Wisconsin

District Department of

Phelps School Military Affairs

District Wisconsin

Phillips School Department of

District Transportation

Pittsville School Wisconsin

District Economic

Platteville School Development

District Corporation

Wisconsin Heights

School District

Wisconsin

Lutheran College

Wisconsin

Lutheran High

School

Wisconsin School

for the Deaf

Wisconsin

Technical College

System

Wisconsin Valley

Library Service

Wonewoc-Union

Center School





Wrightstown
Community School
District

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2023
REPORTS & RECOMMENDATIONS	Authorization to Install Fiber Optic Extension Panels for City Hall and Sewer and Water Utility. 2023 IS Computer Equipment Capital Outlay Budget Account 41-0144-5841	ITEM NUMBER H.5.

BACKGROUND

Turnkey is finalizing the installation of the fiber optic ring and has recently installed fiber termination panels at each government facility. This allows connectivity of network equipment and firewalls directly into the fiber optic WAN. In all facilities (except City Hall and the Sewer and Water Utility), the fiber optic patch panels were installed next to the main switches or rack for easy connectivity. At City Hall, the termination panel was installed in the electrical room. At the Sewer and Water Utility, the panel was installed in the second level (upstairs) mezzanine of the old building.

The planned Fortinet firewalls have small-form-factor interfaces that allow for the installation of a fiber optic transceiver. This allows for direct fiber connectivity to the device. The current Palo Alto fibers only have copper RJ-45 interfaces. This means the firewall has to be installed in the exact same room as the patch panel, or an extension patch panel has to be installed between the two network points. Today, the firewalls are located in the environmental controlled City Hall Data Center and the Sewer and Water Utility Computer Room. In order to connect network devices to the fiber optic network, a fiber patch panel and extension runs have to be installed between the termination points and the computer rooms.

FISCAL IMPACT

It is expected that the Municipal Buildings Capital Outlay budget for the Fiber Optic WAN project will be very close to allocated amounts (account 46-0181-5846.9650). Instead, the 2023 IS Computer Equipment Capital Outlay budget will be used for the installation of the extension runs (41-0144-5841).

Turnkey Quote 2023-2684:

ISP Cable Placement	\$1,208.00
Termination Panel Install	\$1,056.76
Splicing – Loose Tube Fiber	\$2,641.92
Network Documentation	\$406.52
ISP Materials	\$4,032.53

Total Cost of Fiber Extensions = \$9,345.73

COUNCIL ACTION REQUESTED

Motion to authorize the purchase and installation of two fiber extension runs at City Hall and the Sewer and Water Utility. Installation work will not exceed \$9,345.73, using IS Computer Equipment Capital Outlay Budget - Account 41-0144-5841.



TURNKEY Network Solutions

7020 Southbelt Drive SE Caledonia MI 49316
Toll Free 877 376 7681 www.tkns.net

The Single Source for
All Your Telecommunications
Infrastructure Needs

To:	City Of Franklin	Contact:	James Matelski
Address:	9229 W Loomis Road Franklin, WI	Phone:	
Project Name:	City Of Franklin Lateral Extension Sewer And City Hall	Bid Number:	2023-2684
Project Location:	5550 W Airways Ave & 9229 W Loomis Rd, Franklin, WI	Bid Date:	11/15/2023

Scope of Work

Franklin Sewer Dept. – 5550 W Airways Ave

Place approximately 200' of 12ct OFNR from the demarc fiber rack to the server room fiber rack. Place new termination panels at each end and terminate 12 fibers at each end

Franklin City Hall – 9229 W Loomis Rd

Place approximately 200' of 12ct OFNR from rack in the demarc room to the rack in the server room. Place new termination panels at each end and terminate 12 fibers at each end.

Thank you for the opportunity to quote this project.

Item Description	Total Price
ISP Cable Placement	\$1,208.00
Termination Panel Install	\$1,056.76
Splicing - Loose Tube Fiber	\$2,641.92
Network Documentation - Project	\$406.52
ISP Materials	\$4,032.53

Total Bid Price: \$9,345.73

Notes:

- This quote constitutes an offer by TurnKey Network Solutions (TKNS) to the Customer named on page 1 of this quote for the furnishing of Products and/or Services. The offer made in this quote is subject to the Master Services Terms and Conditions available at <http://www.tkns.net/wp-content/uploads/2021/03/TKNSMSTC.pdf>. Customer shall indicate acceptance of this offer by providing TKNS with a return copy of the quote signed by a duly authorized representative of Customer. By accepting this offer Customer accepts TKNS Master Services Terms and Conditions.
- Labor prices are valid for sixty (60) days from the date noted on the quote. Beyond sixty (60) days, please call for current pricing.
- **Materials prices are subject to change without prior notice due to supply chain related pricing volatility from suppliers. The final cost of the materials shall be equitably adjusted, should they be greater than the amount proposed within the accepted quote.**
- All routes will be owned by and permitted under Customer of record listed on quote.
- Customer of record listed on quote is responsible for all structure (pole and conduit) make-ready costs
- Customer of record listed on quote is responsible for all applicable structure (pole and conduit) permits, fees, make-ready costs, and ROW acquisition/use fees
- Price does not include any costs for directional boring/plowing through rock or frozen ground (frost) conditions. A price will be agreed upon prior to construction if these conditions are encountered.
- All property disturbed by TKNS will be restored to its original condition
- Quoted price does not include the cost to modify any TKNS disturbed area to meet The Americans with Disabilities Act (ADA) Any requirement of modifications to disturbed areas outside of restoral to its original condition will be considered a change in the scope of work and a price will be agreed to prior construction
- Excavated spoils shall be used as backfill Any requirement for imported backfill will be considered a change in the scope of work and a price will be agreed upon prior to construction.
- TKNS is not responsible for the handling and disposal of Hazardous materials

- The information contained in this quotation (the "Proprietary Information"), is proprietary to the business of TKNS. Customer agrees to protect as confidential all Proprietary Information provided by TKNS. This provision shall survive the termination of any contractual relationship between TKNS and Customer. Customer shall protect and treat Proprietary Information as it does its own most confidential proprietary information, and shall not share it with any outside person whatsoever. For the avoidance of doubt, the fact and contents of any discussions and the contents and existence of this quotation shall be considered Proprietary Information.
- Fax purchase orders to 616.825.6131 or email purchaseorders@tkns.net.
- **This quote may or may not include estimated taxes. If taxes are included, the amount reflected is an estimate and the actual amount will be billed at the time of invoice. By accepting this quote Customer agrees to pay in addition to this quote any taxes as required.**

Payment Terms:

Payment in full is due within thirty (30) days of receipt of invoice. Unpaid balances shall bear interest from the due date at the rate of one and one half percent (1 ½ %) per month

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: TurnKey Network Solutions</p> <p>Authorized Signature: _____</p> <p>Estimator: Emily Diaz 616-916-2705 ediaz@tkns.net</p>
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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 21, 2023
REPORTS & RECOMMENDATIONS	A Resolution to Authorize Amendment 8, to Task Order 5 to Ruckert & Mielke, Inc. for Miscellaneous Development Services Within Tax Increment District No. 8 for a Professional Fee of \$20,000	ITEM NUMBER Ald. District 4 D.6.

BACKGROUND

Ruckert & Mielke (R&M) has been assisting the City with the development of the Franklin Corporate Park in the vicinity of S. 27th Street, W. Oakwood Road, W. South County Line Road, and the Root River. Tax Increment District (TID) No. 8 has been created for this same area.

There are still open parcels that developers are making proposals and needing quick response answers on a variety of issues, often related to preliminary, privileged, and sensitive information. Staff is responding as appropriate but there are some issues requiring impacts to the utilities and roadways that need the input of R&M. Most notably, issues related to the sewage lift station and abandonment of that lift station if or when Milwaukee Metropolitan Sewerage District (MMSD) extends an interceptor sewer south to serve Raymond. These issues affect placement and size of proposed developments.

Staff is asking Common Council for the authority to initiate R&M for these complicated questions and answers, on an as needed basis.

ANALYSIS

A recent developer request needs approximately \$10,000-\$12,000 worth of effort. Staff is asking for authority to extend these miscellaneous services for up to \$20,000. Any effort beyond \$20,000 would require a summary of efforts provided for the \$20,000 be submitted to Common Council in a request for future miscellaneous services.

OPTIONS

Accept or Reject Resolution authorizing Ruckert & Mielke to provide this feasibility analysis.

FISCAL NOTE

This analysis was not specifically considered in the TID 8 budget. However, it is eligible for TID 8. The GL number would be 40-0331-5219. Note that TID 8 has not started collecting revenue but projects like this are needed to facilitate development that creates the revenue. A budget amendment is elsewhere on this agenda.

COUNCIL ACTION REQUESTED

Authorize Resolution 2023-_____ a resolution to authorize Amendment 8, to Task Order 5 to Ruckert & Mielke, Inc. for miscellaneous development services within Tax Increment District No. 8 for a professional fee of \$20,000 (contingent on adoption of budget amendment elsewhere on this agenda).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION TO AUTHORIZE AMENDMENT 8, TO TASK ORDER 5 TO
RUEKERT & MIELKE, INC. FOR MISCELLANEOUS DEVELOPMENT SERVICES
WITHIN TAX INCREMENT DISTRICT NO. 8 FOR A PROFESSIONAL FEE OF \$20,000

WHEREAS, Franklin is developing the Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of W. Elm Road, S. Hickory Street, S. Hickory Street Lift Station, water distribution lines, sewer collection lines, and overall park development; and

WHEREAS, private developments are in need of quick answers on a variety of issues related to the road network, utilities, and overall park development for prospective, preliminary, privileged, and sensitive development plans; and

WHEREAS, Staff provides information as capacity and technical skills allow but sometimes needs specialized answers in a timely manner; and

WHEREAS, task order 5 of the Ruekert & Mielke agreement needs modification because of scope changes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruekert & Mielke be authorized to perform Amendment 8, to Task Order 5 to Ruekert & Mielke, INC. for miscellaneous development services within Tax Increment District No. 8 for a professional fee of \$20,000.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2023.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

Amendment 8 To Task Order No. 5 - consisting of 7 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a. Engineer shall perform Additional Services as directed by City staff:

TID 8 Assistance

Provide professional services to the City of Franklin for the development of TID 8 when requested by City staff that may include, but is not limited to:

- Coordination and consultations with City staff
 - Coordination with property owners and representatives of developers.
 - Coordination with utilities and regulatory agencies.
 - Review proposed development plans.
 - Develop conceptual utility and roadway layouts.
 - Develop construction cost estimates.
 - Conduct site investigations.
 - Coordinate site investigations by others.
 - Attend meetings.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - No modifications.
 - c. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows:
 - Long-term services that would otherwise warrant a separate task order amendment as determined by City staff.
 - d. The responsibilities of Owner with respect to the Task Order are modified as follows:
 - Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
 - Coordinate with Owner's Financial Advisors.

Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- e. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
 - Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - Basic Services: \$20,000.00
 - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- f. The schedule for rendering services under this Task Order is modified as follows:
 - Schedules for completion of assigned tasks will be determined on a case-by-case basis as approved by City staff.

3. Other Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2023.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2023.
- Replace Exhibit G in Agreement with the attached, which is effective for services provided under Amendments 7 and 8 to Task Order No. 5 only:
 - Exhibit G (Revised) – Insurance

4. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2023.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2023.
- Exhibit G (Revised) – Insurance

5. Consultants retained as of the Effective Date of the Task Order:

- None.

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 858,669.00
c.	This amendment amount:	\$ 20,000.00
d.	Adjusted Task Order amount:	\$ 2,080,519.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect. The Effective Date of this Amendment is November 21, 2023.

OWNER:

By: _____
Name: John R. Nelson
Title: Mayor
Date
Signed: _____

By: _____
Name: Karen L. Kastenson
Title: City Clerk
Date
Signed: _____

By: _____
Name: Danielle Brown
Title: Director of Finance and Treasurer
Date
Signed: _____

APPROVED AS TO FORM:

By: _____
Name: Jesse A. Wesolowski
Title: City Attorney
Date
Signed: _____

ENGINEER:

By: *Steven C. Wurster* Digitally signed by Steven C Wurster
Date: 2023.11.16 11:19:48 -06'00'
Name: Steven C Wurster, P.E. (WI, IL)
Title: Vice President/COO
Date
Signed: November 16, 2023

Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2023

MISCELLANEOUS

Mileage

For Engineers and Technicians	71/mile
For Construction Review Technicians	75/mile
For Survey Crews	92/mile

Print Productions	50/sq foot
Color copies	50/page
B&W copies	20/page
Color plots	2 50/sq foot
Scanning	60/scan
GPS equipment	140 00/day
ATV fee	135 00/day
Robotics equipment	140 00/day
Drone (MAVIC)	200 00/day
Drone (P4RTK) / Survey	500 00/day

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2023

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	\$ 122 00
Engineer 2	142 00
Engineer 3	151 00
Engineer 4 (Project Engineer)	173 00
Engineer 5 (PM)	183 00
Engineer 6 (Senior PM)	200 00
Engineer 7 (Team Leader)	220 00
Engineer 8 (President/VP's)	226 00
Engineer 9 (Company CEO)	285 00
Engineer Technician 1	115 00
Engineer Technician 2	126 00
Engineer Technician 3	140 00
Senior Engineer Technician	165 00

PROFESSIONAL CONSULTING SERVICES

Hydraulic Modeler	154 00
Senior Hydraulic Modeler	202 00
Environmental Scientist 3	141 00
Environmental Scientist 4	149 00
Environmental Scientist 5	160 00
Principal Environmental Professional	200 00
Economic Consultant 2	160.00
Economic Consultant 3	170 00
Senior Economic Consultant	222 00
IT/GIS Analyst 1	141.00
IT/GIS Analyst 2	159 00
IT/GIS Analyst 3	174 00
IT/GIS Analyst 4	192 00
Asset Management Consultant	209 00
SCADA Analyst	191 00
Senior SCADA Analyst	207 00

SURVEYING SERVICES

Surveying Technician	\$ 105 00
Crew Chief/Surveyor	145 00
Professional Surveyor	160 00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	\$ 88 00
Construction Review Technician 2	105 00
Senior Construction Review Technician	121 00
Erosion Control Specialist	121 00
Construction Review Manager	152 00

Note Overtime rates will be 120% of standard rate for construction review services

ADMINISTRATIVE SERVICES

Administrative Assistant	89 00
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This is **EXHIBIT G (REVISED)**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 4, 2014.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability –

1)	Bodily injury, each accident:	\$1,000,000
2)	Bodily injury by disease, each employee:	\$1,000,000
3)	Bodily injury/disease, aggregate:	\$1,000,000

c. General Liability –

1)	Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
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2)	General Aggregate:	\$4,000,000
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d. Excess or Umbrella Liability –

1)	Each Occurrence:	\$10,000,000
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2)	General Aggregate:	\$10,000,000
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e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000

f. Professional Liability –

1)	Each Claim Made:	\$2,000,000
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2)	Annual Aggregate:	\$2,000,000
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Exhibit G (Revised) – Insurance

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and American Society of Civil Engineers. All rights reserved.

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance
3. The Owner shall be listed on Engineer's general liability policy.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE November 21, 2023</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the TID 8 – Capital Projects Fund to Provide \$20,000 Appropriations for Development Services</p>	<p align="center">ITEM NUMBER A.7.</p>

BACKGROUND

On November 15, 2022, Common Council approved the 2023 Annual Budget for the TID 8 – Capital Projects Fund. The Annual Budget did not include any appropriations for ongoing development services. TID 8 has undeveloped parcels that developers are interested in pursuing development on. As projects continue to be proposed within TID 8, development services are needed for continuing analysis in order to move projects forward.

RECOMMENDATION

Engineering is requesting a \$20,000 appropriation for development fees to be funded from TID 8 fund balance. TID 8 has not collected sufficient increment, however, it is still in the early stages of development. As development continues to add assessed value to the tax roll, increment will begin to generate. This appropriation is needed to continue moving forward with development.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2023-____, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the TID 8 – Capital Projects Fund to Provide \$20,000 Appropriations for Development Services.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE TID 8 – CAPITAL PROJECTS FUND TO PROVIDE \$20,000 APPROPRIATIONS FOR DEVELOPMENT SERVICES

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

WHEREAS, TID 8 was created in 2020; and

WHEREAS, promotion of growth has allowed for developers to pursue development on the open parcels in TID 8; and

WHEREAS, the Director of Finance deems it significant and in the best interest of the City of Franklin to appropriate funds for ongoing development services in order to facilitate continued development; and

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

Section 1 That the 2023 Budget for the TID 8 – Capital Projects Fund be amended as follows:

TID 8 – Capital Projects Fund			
Highway	Other Professional Services	Increase	\$20,000.00

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

APPROVED:

John R Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE November 21, 2023</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$18,100 OF SEVERANCE PAYMENTS APPROPRIATIONS TO MAINTENANCE BUILDING PERSONNEL SERVICES APPROPRIATIONS</p>	<p align="center">ITEM NUMBER D.8.</p>

Background

On November 7, 2023, the Common Council authorized staff to transfer the necessary appropriations over to cover the lead custodian’s retirement. This transfer of appropriations will allow for training time within the Maintenance Department for the remainder of the year.

Recommendation

Staff recommended and Common Council approved the 2023 Budget Amendment to move \$18,100 of Severance Payments Appropriations to Maintenance Building Personnel Services Appropriations.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2022-2521, an Ordinance adopting the 2023 annual budget for the General Fund to move \$18,100 of Severance Payments Appropriations to Maintenance Building Personnel Services Appropriations.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023 _____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$18,100 OF SEVERANCE PAYMENTS APPROPRIATIONS TO MAINTENANCE BUILDING PERSONNEL SERVICES APPROPRIATIONS

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

WHEREAS, on November 7, 2023, the Common Council of the City of Franklin authorized staff to transfer the necessary appropriations over to cover Maintenance Department Personnel Services; and

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

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

General Fund			
Contingency	Severance Payments	Decrease	\$18,100
Maintenance Buildings	Personnel Services	Increase	\$18,100

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2023
REPORTS & RECOMMENDATIONS	Operations Update for the Department of City Development	ITEM NUMBER B.9.

In the absence of a Planning Manager (effective 9/30/23), the following responsibilities will be re-assigned while a successor is hired and trained:

- The Department of City Development staff, Principal Planner Régulo Martínez-Montilva, Associate Planner Marion Ecks, Planner Nick Fuchs, Planning Intern Anna Kissel, newly hired Associate Planner Luke Hamill, and Planning Secretary Gail Olsen will report to the Director of Administration.
- Régulo Martínez-Montilva will be acting Zoning Administrator. Duties of the Zoning Administrator are listed in the Unified Development Ordinance (UDO) Sec. 15-9.0101, as well as administration of the City of Franklin Floodplain Zoning Ordinance.
- Régulo Martínez-Montilva, Marion Ecks, Nick Fuchs, and Luke Hamill will share responsibilities for Plan Commission and Common Council items based on the agenda and the projects they are assigned.
- Régulo Martínez-Montilva, Marion Ecks, Nick Fuchs, and Luke Hamill will assume management of professional services with planning consultants, including but not limited to responding to zoning inquiries and reviewing development applications.
- The Director of Administration, along with the aid of Régulo Martínez-Montilva, will assume management of the UDO rewrite project with Houseal-Lavigne Associates.

The above is not a comprehensive list of duties that will need to be performed in the interim period but provides a framework for the Department of City Development to show continuity and areas of responsibility.

COUNCIL ACTION REQUESTED

Accept and place on file.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE November 21, 2023
Reports & Recommendations	A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for an Information and Education Program for Meeting the 2024-2025 Department of Natural Resources Storm Water Permit Requirements for a Not to Exceed Fee of \$11,800	ITEM NO. All Dists. <i>B.I.D.</i>

BACKGROUND

In April of 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean. The program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code. The permit requires municipalities to implement an information and education program related to water pollution caused by storm water discharges.

Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program. All other communities within the Root Watershed use Root-Pike WIN to comply with the Information and Education Program requirements in the MS4 program.

ANALYSIS

The attached letter and contract would resume the required education services for the 2024-2025 timeframe. This contract is a 2% increase from the last contract. Note that the 2022-2023 contract was an increase of 10% over the 2020-2021 contract.

Again, these efforts are a REQUIREMENT of Franklin’s stormwater permit. Without participating in a regional effort, Franklin Staff would need to perform these services or find another agency.

Root-Pike WIN needs confirmation of our participation by December 15, 2023.

OPTIONS

- A. Authorize a contract with Root-Pike WIN for the required communications and outreach; or
- B. Provide further direction to staff.

FISCAL NOTE

The amount for the next two years will be \$11,781. There is \$12,500 allocated in the recommended 2024 highway budget for this work (01-0331-5436 Stormwater Discharge Permit).

RECOMMENDATIONS

(Option A) Resolution 2023-_____ a resolution authorizing the City to execute a contract for professional services with Root-Pike WIN for an information and education program for meeting the 2024-2025 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$11,800.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2024-2025 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$11,800

WHEREAS, in 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean; and

WHEREAS, the program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code.; and

WHEREAS, Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program; and

WHEREAS, it benefits the City of Franklin in many ways to work with Root-Pike WIN in this program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2024-2025 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$11,800.

Introduced at a regular order meeting of the Common Council of the City of Franklin this _____ day of _____, 2023 by _____.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



Restoring, Protecting and Sustaining the Root-Pike Basin

November 3, 2023

Glen Morrow, P.E
City Engineer – City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: STORM WATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

Root-Pike Watershed Initiative Network is once again pleased to offer our *Respect Our Waters* public outreach services to help the City of Franklin meet your DNR stormwater permit requirements. Through the creation of the *Respect Our Waters* program, we have been educating residents of southeastern Wisconsin about stormwater and water quality for more than a decade. Attached you will find a new contract for 2024 and 2025 to continue our cooperative pursuit of cleaner water, less flooding, and a stronger sense of place.

While the DNR requirements, and our services and commitment remain the same, the rates for the two-year agreement have increased 2%. Root-Pike WIN has worked hard to keep costs contained over the last four years, and this increase is due to COVID impacts, inflation, and cost of living adjustments. With 19 other municipalities that we serve, Root-Pike WIN looks for every opportunity to make bulk purchases to achieve lower cost per impression for items such as printed mailers and social media posts. We are mission-driven, so we not only do this work at not-for-profit rates, but we do it with a passion for clean water.

In the following pages, you will find a report on the value Root-Pike WIN has provided, ways we meet the DNR's specific requirements, and a slightly revised two-year contract with the adjusted budget. The education and outreach requirements were confirmed with DNR stormwater specialist, Samantha Katt on August 31st, 2023. Should MS4 updates occur during the contract period, changes to the program will be implemented to meet the revised requirements. **Should you decide NOT to renew your contract with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

For more than 25 years, we have been part of this community and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting, and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2023.** We look forward to continuing this valuable relationship with the City of Franklin.

Very Sincerely,

Laura Buska
Respect Our Waters Program Manager
(262) 358-3394



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habits related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leaders and staff to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for our watersheds and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and create a stronger sense of place in your municipality. Below is a recap of the 2022-23 program.

Respect Our Waters

The *Respect Our Waters* program helps achieve key Education and Public Outreach recommendations in our Watershed Restoration Plans. We connect with the community through mailers, social media posts, online campaigns, articles, radio appearances, website hosting, and event giveaways. We also educate through in-person school and public presentations, volunteer days, workshops, and attendance at community events with interactive displays that share stormwater information in fun and memorable ways.

In 2023, the *Respect Our Waters* program was a part of ~ 70 events throughout Southeastern Wisconsin. Collaborations with the *Pollinator Patch* program brought to life turf-to-native prairie "living classroom" transformations at three schools in underserved areas of the Root-Pike basin. In all, the *Respect Our Waters* program reached over 7,400 event attendees, students, and volunteers about stormwater issues and solutions, and offered hundreds of free educational giveaways that promoted best management practices. In the digital realm, the *Respect Our Waters* program revamped its website, emails were sent to elected officials and hundreds of local individuals, a stormwater infiltration mailer was sent, and the *Watershed Wednesday* social media campaign with collaborator *Sweet Water* continued. In all, 11 articles, 14 emails, 1 mailer, 360 printed flyers, 13 boosted social media posts, and the relaunched website reached over 300,000 people on a variety of stormwater topics, pollutants, and solutions.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the SWCWN is made up of 21 municipalities plus the University of Wisconsin-Parkside. The goal of this program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders' residents. In 2020, Root-Pike WIN and *WI Salt Wise* began collaborating to provide education and events for members of the SWCWN. Collaborations will continue and promotions of *Smart Salting* training sessions virtually and in-person will be provided to DPWs. Meetings of the SWCWN will occur on a quarterly basis, either in-person or virtually, to discuss solutions to keep our water clean.

General Education and Outreach

Root-Pike WIN is always considering creative, innovative, and engaging ways to connect the public to their watershed. In 2023, Valpak was used for the first time to spread educational information about native plants for stormwater infiltration to 120,000 homeowners. To target individuals impacting through construction, we connected with municipalities to provide a flyer sharing best management practices to those seeking permits. For DPW's, a winter maintenance open house was offered as a refresh in salt equipment calibration techniques that save municipalities money and protect from the negative impacts of oversalting. Finally, a new *Stormwater Week* campaign began this year with collaborators across the state, releasing 2 webinars and numerous press releases, articles, interviews, and social media posts throughout Wisconsin to build awareness of stormwater issues and solutions.



MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications program funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N.R. 216 storm water discharge permit requirements. Root-Pike WIN confirmed these excerpts and potential updates with the DNR in August 2023. Should MS4 updates occur during the contract period, changes to the program will be implemented to meet the revised requirements

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following:

(1) Public education and outreach.

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems.*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.*

(b) A program that includes elements to achieve all of the following:

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers.*

Note. The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts."



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2024 to December 31, 2025

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

1. The service contract is dated January 1, 2024, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
3. The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the ‘homeowner families with children’ demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant “hotspot”.

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue to utilize creative, innovate, and engaging ways to connect the public to their watershed. Outreach efforts will focus on educating individuals on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers to keep our waters clean. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate in at least one event in your municipality to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in a minimum of one community event over the course of the 2024-2025 contract period for the Respect Our Waters campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children’s games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget *

	Franklin
INCOME	
2022-23 Local Share	\$ 11,550
2024-25 Budget	\$ 11,781
ACTIVITIES	
1) Outreach Events (Public & SWCWN)	\$ 3,534
2) Target Nine Element Plan Hotspot	\$ 3,534
3) News Story Pitches	\$ 1,178
4) Outreach Media	\$ 1,178
5) Construction Communications	\$ 1,178
Subtotal Program Costs	\$ 10,603
Fiscal Agent Fees	\$ 1,178
Total Expenses	\$ 11,781

*The scope and activities of the *Respect Our Waters* program may change depending on conditions (such as COVID and/or inflation), needs and opportunities, but the overall cost of the program will not.



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2024 and February 1, 2025 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2024 and ending December 31, 2025 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2024 and December 31, 2025
4. The Contractor will submit an annual report to the Client on or before January 31, 2025 and January 31, 2026.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM:

- Laura Buska, Program Manager, Root-Pike Watershed Initiative Network (Primary Contact)
- Kristi Heuser, SWCWN Coordinator, Root-Pike Watershed Initiative Network
- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network
- Amy Kolb, Accounting, Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2023 through December 31, 2025 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of \$11,781 to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

1. The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2024 to December 31, 2025. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



Restoring, Protecting and Sustaining the Root-Pike Basin

SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor’s employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence
Automobile Liability	\$1,000,000	occurrence
Worker’s Compensation/Employers Liability	Statutory	

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney’s fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has “Independent Contractor Status” and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



Restoring, Protecting and Sustaining the Root-Pike Basin

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network
4116 12th St.
Kenosha, WI 53144
262-883-4018 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Signature: _____

Name: _____

Title: _____

Date: _____

Approved for
City of Franklin

_____ Dated: _____

Stephen R. Olson, Mayor

_____ Dated: _____

Sandra L. Wesolowski, City Clerk

_____ Dated: _____

Paul Rotzenberg, Director of Finance & Treasurer

APPROVED AS TO FORM:

_____ Dated: _____

Jesse A. Wesolowski, City Attorney



Restoring, Protecting and Sustaining the Root-Pike Basin

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 21, 2023
REPORTS & RECOMMENDATIONS	2024 Proposed Budget	ITEM NUMBER B. II.

Background

Per the budget process timeline and next steps, October 11th – November 11th was set aside for continued deliberation of the 2024 Proposed Budget. In conjunction with that, staff is including this item on the agenda for any further discussion that may need to be had prior to budget adoption. This will be the final discussion on the 2024 Proposed Budget.

The 2024 Mayor’s Recommended Budget Public Hearing notice was published in the paper on November 8th, 2023. The public hearing and Common Council’s final consideration of the 2024 Proposed Budget will take place at the November 28th, 2023 Common Council Meeting.

Please contact staff with any questions, concerns, or additional information that is needed regarding the Proposed 2024 Budget.

COUNCIL ACTION REQUESTED

Per Common Council direction.

Finance Dept. - DB

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE November 21, 2023
Reports & Recommendations	A Resolution to Authorize WE Energies to Convert Three High Pressure Sodium Lights to LED Lights for \$50	ITEM NO. Ald. Dist. 6 B. D.

BACKGROUND

WE Energies is rebuilding part of the electrical distribution system in the City of Franklin and plan to convert high pressure sodium (HPS) lights to LED lights. Franklin pays monthly rental fees on these light fixtures. These areas include portions of S. 116th Street, W. Mayers Drive, and W. Oakwood Road/S. 124th Street.

Three attached authorization letters and tables comparing usage charges for a total of three fixtures are enclosed. Sketches were provided to Staff but not enclosed.

ANALYSIS

Normally, the cost to convert a light from HPS to LED is \$175 per fixture, but WE Energies is offering a \$150 credit for conversion leaving a net cost of \$25 for each fixture. One of the fixtures has a lower than normal wattage so the entire cost is covered by the rebate and the net cost to the City for all three lights is only \$50.

Future rental savings will be \$15.36 / month.

OPTIONS

- A. Authorize Staff to authorize WE Energies to convert three HPS lights to LED lights.
- B. Other direction to Staff.

FISCAL NOTE

This expense will be added to the voucher list for December 5, 2023 to cover this cost from Street Lighting- Maintenance (01-0351-5246).

RECOMMENDATION

Authorize Resolution 2023-_____ a resolution to authorize WE Energies to convert three high pressure sodium lights to LED lights for \$50.

Engineering Department: GEM

RESOLUTION NO. 2023 -

A RESOLUTION TO AUTHORIZE WE ENERGIES TO CONVERT
THREE HIGH PRESSURE SODIUM LIGHTS TO LED LIGHTS FOR \$50

WHEREAS, WE Energies is rebuilding part of the electrical distribution system in the City of Franklin and plan to convert high pressure sodium (HPS) lights to LED lights; and

WHEREAS, there are lighting fixtures owned by WE Energies that the City of Franklin pays monthly rental fees; and

WHEREAS, Franklin will save an estimated \$15.36 per month on the conversion of these lights to LED; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to authorize conversion of three lighting fixtures from HPS to LED for an initial cost of \$50.

BE IT FURTHER RESOLVED, that the City Engineer is authorized to make the necessary direction to WE Energies to perform the conversions.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



We Energies
231 W Michigan St.
Milwaukee, WI 53203
www.we-energies.com

November 6, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject Lighting at NE Corner of W Oakwood Rd - Streetlight LED Conversion

Dear City of Franklin:

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25 00, and does not include site restoration. Net monthly charges will initially decrease by \$4 27, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are

- 1 Review the following prior to providing authorization and payment:
 - Luminaires are controlled to provide dusk to dawn operation
 - Customer must contact us for lighting maintenance.
 - Fixtures are warranted until removed.
 - Non-standard poles and conductors are warranted for 15 years
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at [www we-energies com](http://www.we-energies.com)
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting

- 2 Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online
 - Personal check
 - Online by visiting www.we-energies.com/payconstructionbill.
 - By phone at 855-570-0998

- 3 Sign and return the enclosed documents to
We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366 We look forward to working with you on your lighting project.

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Work request #: 4902427

Enclosures



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

November 6, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject Lighting at W Mayers Drive - Streetlight LED Conversion

Dear City of Franklin

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$0.00, and does not include site restoration. Net monthly charges will initially decrease by \$6.82, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are:

1. Review the following prior to providing authorization and payment:
 - Luminaires are controlled to provide dusk to dawn operation
 - Customer must contact us for lighting maintenance
 - Fixtures are warranted until removed.
 - Non-standard poles and conductors are warranted for 15 years.
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at www.we-energies.com
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online:
 - Personal check
 - Online by visiting www.we-energies.com/payconstructionbill.
 - By phone at 855-570-0998

3. Sign and return the enclosed documents to:

We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project.

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____

Date: _____

Print name: _____

Title: _____

Work request #. 4902420

Enclosures



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

November 6, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject: Lighting at S 116th St - Streetlight LED Conversion

Dear City of Franklin

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25.00, and does not include site restoration. Net monthly charges will initially decrease by \$4.27, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are:

1. Review the following prior to providing authorization and payment:
 - Luminaires are controlled to provide dusk to dawn operation.
 - Customer must contact us for lighting maintenance.
 - Fixtures are warranted until removed.
 - Non-standard poles and conductors are warranted for 15 years.
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at www.we-energies.com.
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online:
 - Personal check.
 - Online by visiting www.we-energies.com/payconstructionbill.
 - By phone at 855-570-0998.

3. Sign and return the enclosed documents to:

We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project.

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____

Date: _____

Print name: _____

Title: _____

Work request #: 4898319

Enclosures

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE November 21, 2023
Reports & Recommendations	A Resolution for Clear Cut Lawn Services LLC to Perform Maintenance on the S. 35 th Street Culvert over the Oak Creek Waterway for \$20,175	ITEM NO. Ald. District 4 D.13.

BACKGROUND

There is a culvert crossing beneath S. 35th Street over the Oak Creek. It is located south of W. Ryan Road, within the Fairways of Franklin subdivision, south of S. Fairways Circle and north of W. Links Drive. This is a large pre-cast concrete, double-celled culvert (10-foot span, 5-foot high). There is approximately 2.5-feet of accumulated debris and sediment in the north section of the culvert that needs to be removed.



ANALYSIS

Clear Cut Lawn Services LLC (DBA Innovative Ponds) provided dredging and maintenance of storm water ponds in the Princeton Heights subdivision and Staff has found them to be knowledgeable and experienced in this type of work.

Staff believes that the quoted price of \$20,175 is reasonable for performing this work.

Note that the insurance provided is less than the standard City template. Template requests \$2,000,000 / \$4,000,000 for General / Commercial Liability and \$1,000,000 / \$2,000,000 is provided. Also, the template requests \$10,000,000 for Umbrella or excess Liability and \$1,000,000 is provided. Staff recommends that these provided levels for this project are sufficient.

This effort includes permitting with Wisconsin Department of Natural Resources (WDNR). There are areas of the embankment that WDNR does not want disturbed. No temporary easements from the adjacent properties are needed as Innovative Ponds has a plan to clear this culvert without leaving the public right-of-way.

OPTIONS

Approve or deny

FISCAL NOTE

The 2023 budget includes a Street Improvement Fund project includes \$30,000 for “Bridge 35th over Oak Creek Waterway” (47-0331-5823).

RECOMMENDATION

Authorize Resolution 2023-____ a Resolution for Clear Cut Lawn Services LLC to provide maintenance on the S. 35th Street Culvert over Oak Creek Waterway for \$20,175.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION FOR CLEAR CUT LAWN SERVICES LLC TO PERFORM
MAINTENANCE ON THE S. 35TH STREET CULVERT
OVER THE OAK CREEK WATERWAY FOR \$20,175

WHEREAS, there is a culvert crossing beneath S. 35th Street to convey water for the Oak Creek waterway; and

WHEREAS, the said culvert is partially full of accumulated debris and sediment that restricts full flow of storm flows; and

WHEREAS, Clear Cut Lawn Services LLC, doing business as Innovative Ponds, has demonstrated abilities to perform similar services for other locations in Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a contract with Clear Cut Lawn Services LLC to perform maintenance on the S. 35th Street culvert over Oak Creek Waterway for \$20,175.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Clear Cut Lawn Services LLC** (hereinafter "CONTRACTOR"), whose principal place of business is **6048 S 36th Street, Greenfield, WI 53221-4653.**

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide cleaning of road culvert

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for permitting, cleaning of road culvert and disposal of sediment as described in CONTRACTOR's proposal to CLIENT dated November 16, 2023,

- A. annexed hereto and incorporated herein as Attachment A

- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.

- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, for a lump sum fee of up to \$20,175 subject to the terms detailed below.

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$20,175**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. **Glen Morrow, City Engineer** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, **Aaron Ovsienko** CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination

- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation</i>

and/or any rights of recovery allowed under any workers' compensation law

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of November, 27, 2023

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons

providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law

- B Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

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

CLEAR CUT LAWN SERVICES LLC

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



www.clearcutls.com
cclsmilwaukee@gmail.com

www.innoponds.com
aaron@innoponds.com

Name: City of Franklin Phone: _____ Date: 11/16/2023

Address: 975 Feet South of intersection 35th and Ryan Rd. on 35th St.

Notes:

SEE NEXT PAGES

<input type="checkbox"/> Landscape Install	\$ _____
<input type="checkbox"/> Pond Install	\$ _____
<input type="checkbox"/> Water Feature Install	\$ _____
<input type="checkbox"/> Repair	\$ _____
<input type="checkbox"/> Design	\$ _____
<input type="checkbox"/> Lighting	\$ _____
<input type="checkbox"/> Vegetation Clearing	\$ _____
<input type="checkbox"/> Erosion Control	\$ _____
<input type="checkbox"/> Dredging	\$ _____
<input type="checkbox"/> New Drain Install	\$ _____
<input type="checkbox"/> <u>Sediment Removal and Rip Rap Install</u>	<u>\$17,975</u>
<input type="checkbox"/> <u>Engaging Dewatering Plan (Contingent)</u>	<u>\$2200</u>
<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> SUB TOTAL	\$ _____
<input type="checkbox"/> SALES TAX	\$ _____
<input type="checkbox"/> FINAL TOTAL	<u>\$17,975 -20,175</u>

ACCEPTANCE OF PROPOSAL

Clear Cut Lawn Services, LLC / Innovative Ponds agrees to perform the work specified for the final total sum (see above). *By signing you are agreeing to the entire contents of this estimate. If you decide to terminate this agreement you must do so in writing with 15 days notice. Payment will be due for all services rendered, remittance is to be delivered no later than 15 days of receiving an invoice. Accounts not paid within terms are subject to a 1% monthly late fee.

AUTHORIZED SIGNATURE: _____ DATE: _____

Clear Cut Lawn Services, LLC / Innovative Ponds agrees to supply all materials needed to complete the job. Any changes in above specifications shall be mutually agreed upon by both parties, additional work not specified is subject to a time and material basis.

ESTIMATE IS VALID FOR 15 DAYS

Notes:

\$17,975 Culvert Restoration and Erosion Control

-No equipment will be used on the embankment walls and disturb vegetation within the embankment of the waterway. Equipment will be lowered down from the culvert top.

-West side of the creek will be temporarily dammed during construction. We will be pumping the dammed water to the storm water basin located on the curb line of 35th st. This water then discharges out a drain to the SE end of lower end of the culvert.

-South Culvert will not be disturbed and sediment will be kept as is.

-North Culvert - Sediment will be excavated to allow for a depth of +6-9" above culvert floor. This is to keep the South Culvert as the primary waterway, as this is a preserved area of aquatic life it is important this South Culvert keeps that function and we don't displace water within both divisions of the culvert.

-Excavator will be used to scoop out and remove soil/sediment. When applicable we will reuse rip rap rock during excavation.

*West side of culvert - 12-14' from edge of culvert will be excavated +6" above concrete edge. Rip rap rock will be lightly mixed to the top surface after grading. Rip Rap size will be 6-18". We will pre germinate a fescue/perennial rye grass and apply to any exposed soil to help prevent erosion.

*East side of culvert - 10-12' from edge of culvert will be excavated +6" above concrete edge. Rip rap rock will be lightly mixed to the top surface after grading. Rip Rap size will be 6-18". We will pre germinate a fescue/perennial rye grass and apply to any exposed soil to help prevent erosion.

Prepare dewatering site in the event dewatering material is necessary. If dewatering of dredged material takes effect the additional cost of \$2200 will be instated. The site will be prepared in the event material needs to be immediately contained within the dewatering site. 12'x25' silt fence surrounded set 8" deep & silt sock surrounding the silt fence for containment.

Restore damaged areas of lawn. Finish grade topsoil, seed, straw mat.

Revisit in spring, add more pre-germinated seed as needed.

Project timeline -- Last week November - 1st week December.

Please refer to the "Scope of Work" document for further details and compliance to DNR.

[CONTINGENT] \$2200 Dewatering Plan

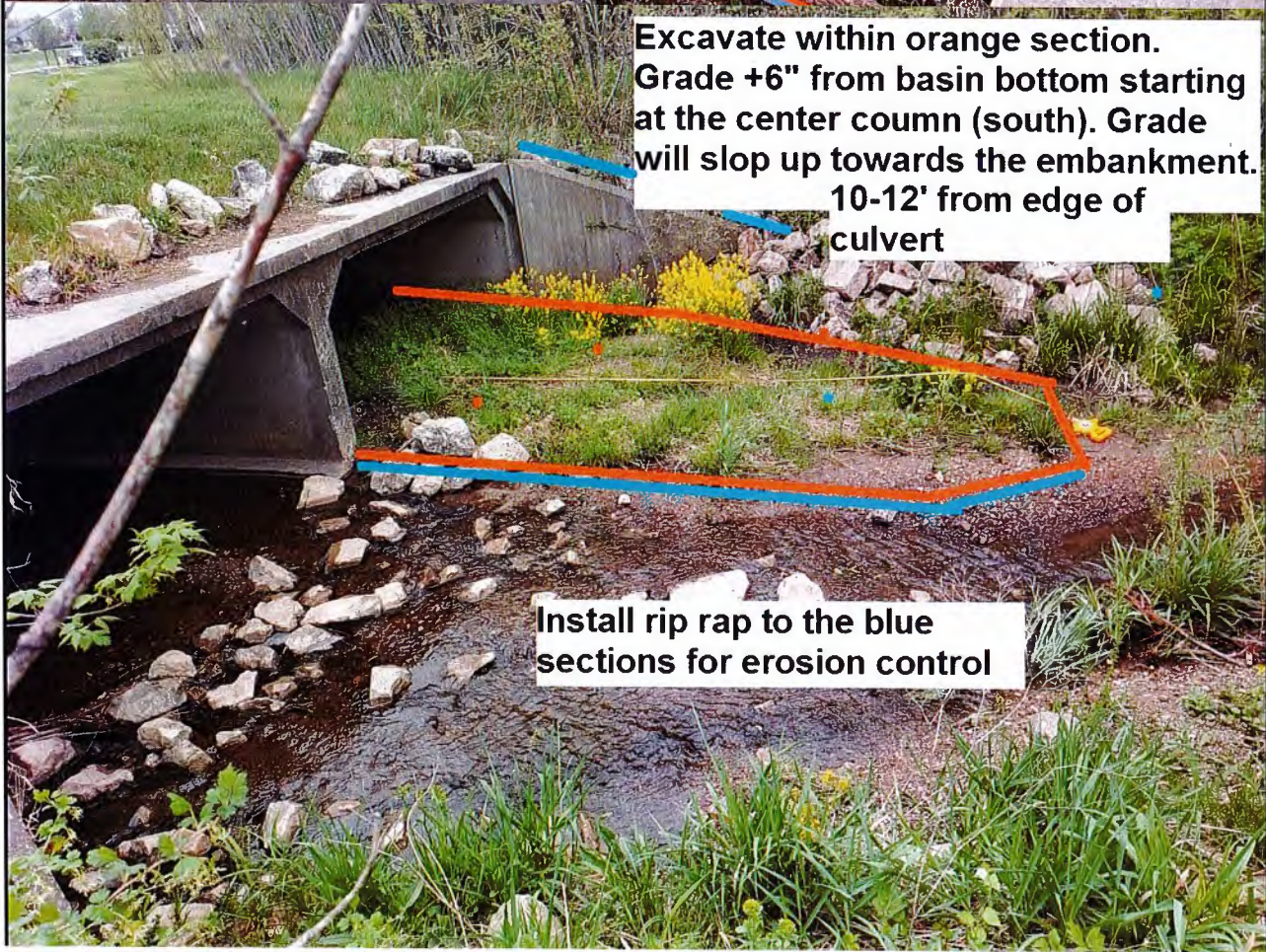
In the event excavated material is saturated with water the 'dewatering of material' plan will engage. As we project the material will not be water saturated the likeliness of this taking effect is not very high. In order to efficiently excavate the material we will already have the site prepared prior to excavation. Approx 40' North of the culvert and to the west side of 35th St. On the grassy area we will contain the saturated soil. A 12'x25' section will be silt fence surrounded set 8" deep & silt sock surrounding the silt fence. This area will house any excavated material that is too water saturated to transport for disposal.



Install rip rap to the blue sections for erosion control

Excavate within orange section. Grade +6" from basin bottom starting at the center column (south). Grade will slope up towards the embankment.
The +6" Grade on the North division of the culvert is in place to keep the South division of the culvert as the primary active waterway

12-14' from culvert edge



Excavate within orange section. Grade +6" from basin bottom starting at the center councn (south). Grade will slop up towards the embankment.

10-12' from edge of culvert

Install rip rap to the blue sections for erosion control







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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 11/21/2023</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">2024 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation</p>	<p align="center">ITEM NUMBER D.14.</p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2024 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2023. In fact, the form of the contract has not changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.

These soil services produce a nominal expenditure throughout the year. For example, 10 soil verification services were provided in 2020 (\$2,000), 13 in 2021 (\$2,600), 6 in 2022 (\$1,200), and 1 in 2023 (\$200).

Racine County has informed us that they concur with the attached contract for 2024 services. It is the recommendation of the Director of Inspection Services and the Director of Administration to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2024 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

This contract made this ____ day of November, 2023, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as “CITY”) and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as “COUNTY”) This contract is to be effective from the period January 1, 2024 through December 31, 2024 This agreement is renewable upon acceptance by all parties

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester’s (hereinafter referred to as “CST” soil and site evaluation The parties agree to the following

- 1 All CST’s soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereinafter referred to as “POWTS” must be scheduled with a minimum 24-hours’ notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing
- 2 All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am – 12 00 noon and 12 30pm – 4 30pm Monday through Friday, excluding holidays
- 3 COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST
- 4 The COUNTY reserves the right to require that CST’s provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data
- 5 Soil color evaluations shall be performed on days when light conditions permit accurate color determination
- 6 Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence
- 7 The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum of \$50 fee will be charged
- 8 If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein

- 9 The CITY will be invoiced directly for these services
- 10 COUNTY will review the applicable Soil and Site Evaluation form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY
- 11 The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations)
- 12 Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour
- 13 Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract
- 14 CITY OR COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination

CITY OF FRANKLIN

BY _____

TITLE _____

RACINE COUNTY

BY _____

TITLE _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2023
REPORTS & RECOMMENDATIONS	<p>Claim submitted by Stuart Swanson on 10/31/2023 for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th Street in Franklin, Wisconsin. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a claim submitted by Stuart Swanson for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th Street in Franklin, Wisconsin, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	ITEM NUMBER D.15.

Claim received October 31, 2023 from Stuart Swanson for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th Street in Franklin, Wisconsin. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a claim from Stuart Swanson for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th Street in Franklin, Wisconsin, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Staff recommends denial of the claim pursuant to Wisconsin Statute 893.80(1g) for disallowance of the claim, based upon and in concurrence with the insurance adjuster that the investigation determined that there is no negligence or liability on behalf of the City of Franklin for this incident. The investigation revealed that City officials did not do anything that caused or contributed to Mr. Swanson's loss of money for time and/or materials associated with the deck reconstruction. Additionally, Municipal Code 92-2 and Administrative and Enforcement Code SP320 indicate that the department or municipality having jurisdiction shall not assume legal responsibility for the design or construction of dwellings. Therefore, in absence of negligence on the part of the City, Statewide Services recommends that the City of Franklin disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g).

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a claim from Stuart Swanson for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th Street in Franklin, Wisconsin, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Motion to deny the claim of Stuart Swanson pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the investigation revealed that the City of Franklin is not liable or negligent for this incident as discussed in the Council Action Sheet.

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr
PO Box 5555
Madison, WI 53705-0555
877-204-9712

November 8, 2023

CITY OF FRANKLIN
ATTN. LISA HUENING
9229 W. LOOMIS RD
FRANKLIN, WI 53132

via email

RE: Our Claim #: WM000402260320
Date of Loss: 10/31/2023
Claimant: Stuart Swanson, 6541 – 5th Ave, Kenosha WI 53143

Dear Ms. Huening:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin. We are in receipt of Mr Swanson's Claim for materials and labor costs associated with reworking the construction of the deck at 8047 S. 35th St., Franklin WI.

Based on our investigation and review, we have determined there is no negligence or liability on behalf of the City of Franklin for this incident. Our investigation has revealed that the City officials did not do anything that caused or contributed to Mr. Swanson's loss of money for time and/or materials associated with the deck reconstruction at the above address. Additionally, Municipal Code 92-2 and Administrative and Enforcement Code SP320 indicate that *the department or municipality having jurisdiction shall not assume legal responsibility for the design or construction of dwellings*. Therefore, in the absence of negligence on the part of the City of Franklin, we recommend that the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

Please send the disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent via certified or registered (restricted) mail and must be received by the claimant within 120 days after you received the Notice of Claim. Please send me a copy of the Notice of Disallowance for our file.

Thank you

Sincerely,

Ginger Kimpton
Senior Casualty Adjuster
855-828-5515 direct / 866-828-6613 fax
gkimpton@statewidesvcs.com

Cc. Scott Huibregtse, Agent

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr
PO Box 5555
Madison, WI 53705-0555
877-204-9712

November 8, 2023

STUART SWANSON
6541 5TH AVE
KENOSHA, WI 53143

via email

Regarding: Our Insured: City of Franklin
 Claim No: WM000402260320
 Date/Loss: 10/31/2023

Dear Mr. Swanson,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin. We are in receipt of the Claim you submitted for your materials and labor cost associated with reworking the construction of the deck at 8047 S. 35th St., Franklin WI.

We have investigated and reviewed your claim and determined that there is no liability or negligence on the part of the City of Franklin. Based on our investigation, the City officials did not do anything that caused or contributed to your loss of money for time and/or materials associated with the deck reconstruction at the above address. Additionally, Municipal Code 92-2 and Administrative and Enforcement Code SPS320 indicate that ***the department or municipality having jurisdiction shall not assume legal responsibility for the design or construction of dwellings***. Therefore, in the absence of negligence on behalf of the City of Franklin, Statewide Services Inc. is recommending that the City disallow your claim pursuant to Wis. Stat. 893.80.

Respectfully,

Ginger Kimpton
Senior Casualty Adjuster
608-828-5515 direct
855-828-5515 toll free
866-828-6613 fax
gkimpton@statewidesvcs.com

CC: City of Franklin
 Scott Huibregtse, Agent

Lisa Huening

From: complaint@franklinwi.info
Sent: Tuesday, October 31, 2023 5:39 PM
To: Lisa Huening, Shirley Roberts, Karen Kastenson, Katy Rivedal
Subject: Complaint Form

Date: 10/31/2023
HomePhone: 224-281-5287
WorkPhone: 224-281-5287
EmailAddress: stuartswanson18@gmail.com
DateofIncident: 01/11/2023
TimeofIncident: 1pm
SignatureofComplainant: Stuart Swanson

ActionFileNumber:

TaxKeyNumber:

ReceivedBy:

DateReceived:

DepartmentComplaintReferredTo:

AldermanicDistrict:

NameandAddress: Stuart Swanson 6541 5th Ave Kenosha WI 53143 Kenosha, WI 53143

ReportedAddressofViolations: Trevar Simmons 8047 S 35TH ST, FRANKLIN, WI, 53132

SubjectofComplaint:

I am very upset about how I was approved to put the joists, decking, and railing on after two inspections at Mr Simmons residence 8047 S 35TH ST, FRANKLIN, WI, 53132. When the initial inspection is for the footings. I was told to come back and redo all the footings because of shim work being used on the diamond piers. This cost our company 5 days of labor, 7k, pulling out diamond piers and jacking up the load of the deck is a tough process. What is the insurance for the city inspector's error? Thank you. I need to file a claim to seek justice. See attached correspondence with no solutions.

[See Current Results](#)

Hello. Contacting about the deck project trevar simmons Σ



Stuart Swanson <stuartswanson18@gmail.com>
to TJuerisson ▾

Wed Jan 11, 9 05 PM ☆ ↶ ⋮

Hey Ted we met twice before getting the go ahead to put decking and rails on we fixed the things you addressed before doing the decking 1 Supporting the stairs with middle beam and 2 adding corbels

remodel, paint, contracting/product sales/development, coaching/manage teams engineering

www.linkedin.com/in/swansonstuart



Stuart Swanson <stuartswanson18@gmail.com>
to TJuerisson ▾

Wed, Jan 11 10:18 PM ☆ ↶ ⋮

Just wonderng if there is such a detail as starting the decking phase by approval? We did have it and we did a good job on this project, shims are currently holding up my 100 year old victorian home now issues at all or sag

Engineering, remodel paint, contracting/product sales/development, coaching/manage teams, inspection

<https://nextdoor.com/pages/motivational-construction-inc-kenosha-w/recommend/>

We appreciate you and taking time to give us feedback on the job we just completed for you Please send the survey via camera photo or scan to our company neighborhood page

www.linkedin.com/in/swansonstuart

...



Stuart Swanson <stuartswanson18@gmail.com>
to TJuerisson ▾

Thu, Jan 12, 10:39 AM ☆ ↶ ⋮

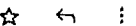
Hey Ted I'm pretty concerned about this because you gave us the go-ahead and now I need to figure out who's at fault here because we spent a lot of time now we have to reorganize and it takes money time and new parts to do this so who's insurance do we make a claim on here We were told to go ahead and continue the project.

Help on previous inspection ⌵



Stuart Swanson <stuartswanson18@gmail.com>
to ssatula ▾

Wed, Jan 18, 10:37 AM



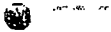
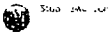
Hello good morning I was trying to reach out to Ted but he did not respond to me I showed our conversation in the email picture attached I'm concerned with the fact that the diamond Pier footing leveling was not addressed until the 3rd inspection when the first two inspections we were told the footings and everything would be checked before we put all the extra weight on top of the deck Now we're going to incur a few days of extra labor and material expenses due to this not being caught right away Is there any way the city of Franklin can help out with this error?

Engineering remodel contracting/product sales/development, coaching/manage teams inspection paint

<https://nextdoor.com/pages/motivational-construction-inc-kenosha-wi/recommend/>

We appreciate you and taking time to give us feedback on the job we just completed please use links provided to review or see some of the wor
www.linkedin.com/in/swansonstuart

One attachment • Scanned by Gmail





Inspection Services

9229 W. Loomis Road, Franklin, WI 53132
Phone: (414) 425-0084 Fax: (414) 425-7513
generalinspection@franklinwi.gov
www.franklinwi.gov

Inspection Report

Building Permit | PB22-0911

Property Information

808 9985 001 8047 S 35TH ST Subdivision:
FRANKLIN WI, 53132 Lot: 1 Block:

Name Information

Owner: Simmons, Sherry & Trevar Phone: (704) 974 4228
Occupant: Phone:
Applicant: Lowe's Home Center Phone:
Contractor: Lowe's Home Center Phone:
Licensee: Lowe's Home Center Phone:

Permit Information

Date Issued: 11/15/2022 Date Expires: 11/15/2023 Status: FINALED
Work Description:
306 sq. ft. attached deck
Stipulations:

Email Information

Owner Email: trevarsimmons@gmail.com Applicant Email: jason.liss@lowes.com
Contractor Email: jason.liss@lowes.com Occupant Email:

Final Building Inspection | Ted Juerisson

Status: Completed Result: Approved
Scheduled: 02/15/2023 09:00 AM Completed: 03/15/2023 12 00 AM

Five horizontal lines for additional notes or comments.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/23
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of November 21, 2023.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of November 21, 2023.



414-425-7500

License Committee Agenda*
Franklin City Hall Health Wing Room
9229 West Loomis Road, Franklin, WI
November 21, 2023 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Joseph Brooks Tuckaway Country Club			
Operator 2023-2024 New	Hailey Frejnik Milwaukee Burger Company			
Operator 2023-2024 New	Ashley Grube Tuckaway Country Club			
Operator 2023-2024 New	Jennifer Hayes Tuckaway Country Club			
Operator 2023-2024 New	Alec Perry No Location			
Operator 2023-2024 New	Emily Porn Tuckaway Country Club			
Operator 2023-2024 New	Ashlyn Sanders Tuckaway Country Club			
Operator 2023-2024 New	Sydney Wills Tuckaway Country Club			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 (Franklin/Hales Corners) – St. Martin’s Fair Fee Waivers: License Fees: St. Martin’s Fair – Temporary Entertainment & Amusement, Temporary Class B Beer, Operators and Peddler’s Location: Post Property, 11300 W Church St Dates of Event: 9/1 – 9/2/2024			
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 DB	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 3, 2023 through November 16, 2023, Nos. 194929 through Nos. 195077 in the amount of \$ 1,379,268.62. Also included in this listing are EFT's Nos. 5501 through EFT Nos. 5512, Library vouchers totaling \$ 9,410.43, Water Utility vouchers totaling \$ 53,932.09 and Property Tax Refunds in the amount of \$ 10,673.14. Voided checks in the amount of \$ (9,876.66) are separately listed.

Early release disbursements dated November 3, 2023 through November 15, 2023 in the amount of \$ 631,897.74 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT No. 491 dated November 13, 2023 in the amount of \$ 10,673.14. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated November 17, 2023 is \$ 465,988.98, previously estimated at \$ 464,000. Payroll deductions dated November 17, 2023 are \$ 454,294.10, previously estimated at \$ 495,000.

The estimated payroll for December 1, 2023 is \$ 465,000 with estimated deductions and matching payments of \$ 255,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of November 16, 2023 in the amount of \$ 1,379,268.62
- Payroll dated November 17, 2023 in the amount of \$ 465,988.98 and payments of the various payroll deductions in the amount of \$ 454,294.10, plus City matching payments and
- Estimated payroll dated December 1, 2023 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 255,000, plus City matching payments.

ROLL CALL VOTE NEEDED