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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY AUGUST 1, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement: Presentation by Liam Warr on the Environmental Features and Status at the Conservancy for Healing and Heritage.
- C. Approval of Minutes: Regular Common Council Meeting of July 18, 2023.
- D. Hearings.
- E. Organizational – The Mayor has made the following appointments for Council confirmation:
 - 1. Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1 – Library Board (3 year term expiring 6/30/26).
 - 2. Terrence Berres, 8203 S. 58th St., Ald. Dist. 5 – Library Board (3 year term expiring 6/30/26).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the ARPA Fund to transfer an additional \$275,000 to the Capital Improvement Fund for the Purchase of WAN Equipment and Firewalls.
 - 2. Authorize Transfers of \$275,000 of ARPA Funds to Account 46-0181-5846.9650 for the Purchase of WAN Equipment and Firewalls. Modify the Scope of the Fiber Internet Construction Project to Include the Essential Networking Equipment.
 - 3. Authorize the Director of IT to execute a Participating Addendum Agreement through the National Association of State Procurement Officers’ ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State’s Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement.

4. Request Common Council Approval to Purchase a Hurst E-Draulic “Combi-Tool” for Vehicle and Machinery Extrication Operations at a cost not to exceed \$14,800.
5. Temporary S. Legend Drive Street Closure Request in conjunction with the August 5, 2023 Outdoor Movie.
6. Franklin Senior Citizens Travel Program Semi-Annual Update for 2023.
7. City of Franklin’s Community Development Block Grant Program Projects for 2024.
8. A Final Resolution Directing Payment and Levy of Special Assessment for the Cost of Watermain Extension on W. Minnesota Avenue from S. 51st Street to S. 49th Street.
9. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Dunkin’ Donuts and Baskin-Robbins Restaurant in a Single Building, with a Drive-Through Which Wraps the Building, Upon Property Located at 5444 West Rawson Avenue (by Kardo Rasha, Kardo Group, Applicant, Devo Properties/Rawson LLC, Property Owner).
10. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Tess Creek Estates, Located at W. Forest Home Avenue (CTH OO) and S. Pacific Street (TKNs 751 9001 000 and 796 9987 001).
11. A Resolution to Amend Resolution No. 93-3956, A Resolution Establishing Document Reproduction Charges, to Remove a Charge No Longer Being Applied and to Add the Cost of Flash Drives.
12. A Motion to Authorize Staff to Advertise for Bids for the Rehabilitation of Playing Courts at Lions Legend Park I.
13. Adjustment of Sick Leave and Holiday Benefits for the Fire Battalion Chiefs to more closely align with benefit changes for the Fire Union Members.
14. Approval to Remove Listed Trustee from the City of Franklin Defined Contribution Pension Plan and to Appoint New Trustees.
15. Strategy for Updating the Classification & Compensation Study.
16. An Ordinance to Amend the Municipal Code and the Unified Development Ordinance to Permit Remote Meeting Attendance at Common Council, Committee of the Whole and Plan Commission Meetings by Applicant Representative(s) and City Retained Consultants.
17. A Resolution to Amend Resolution No. 2021-7793, Amending Resolution No. 2013-6861 Providing for the City’s Code Enforcement Policies, to Provide that City Enforcement Department Staff Personnel May Act as Formal Complainants.
18. Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open

Common Council Meeting Agenda

August 1, 2023

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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 August 1, 2023.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

August 3	Plan Commission	7:00 p.m.
August 15	Common Council Meeting	6:30 p.m.
August 17	Plan Commission	7:00 p.m.
September 5	City Hall Closed-Labor Day	
September 5	Common Council Meeting	6:30 p.m.
September 7	Plan Commission	6:30 p.m.

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- ORD. 2023-2547
ADOPTING THE 2023
ANNUAL BUDGET FOR
THE STREET
IMPROVEMENT FUND -
CARRYFORWARD
APPROPRIATIONS
FROM 2022 TO 2023 –
UNUSED FUNDS FOR S.
50TH ST/ W. MINNESOTA
AVE PROJECT
- G.4 Alderman Barber moved to adopt Ordinance 2023-2547, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE STREET IMPROVEMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2022 TO 2023 OF UNUSED FUNDS FOR THE S. 50TH STREET AND W. MINNESOTA AVE. PROJECT IN THE AMOUNT OF \$61,102.25. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- RES. 2023-8020
AUTHORIZE WE
ENERGIES TO INSTALL
A STREET LIGHT AT S.
50TH ST AND W.
MINNESOTA AVE
- G.5. Alderman Holpfer moved to adopt Resolution 2023-8020, A RESOLUTION FOR AUTHORIZATION TO WE ENERGIES FOR WORK ORDER TO INSTALL A STREET LIGHT AT S. 50TH STREET AND W. MINNESOTA AVENUE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2023-2548
ADOPTING THE 2023
ANNUAL BUDGET FOR
THE GENERAL
OPERATING FUND –
TRANSFER \$7,000
FROM ENGINEERING
TO CLERKS PERSONAL
SERVICES SALARY
AND BENEFITS
ACCOUNTS
- G.6. Alderman Barber moved to adopt Ordinance 2023-2548, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$7,000 IN EXPENDITURES FROM THE ENGINEERING DEPARTMENT PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE CLERKS PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- ORD. 2023-2549
ADOPTING THE 2023
ANNUAL BUDGET FOR
THE CAPITAL OUTLAY,
WATER, SEWER AND
CAPITAL
IMPROVEMENT FUND -
CARRYFORWARD
APPROPRIATIONS
FROM 2022
- G.7. Alderman Barber moved to adopt Ordinance 2023-2549, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL OUTLAY, WATER, SEWER AND CAPITAL IMPROVEMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF \$1,062,000. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

APPLY FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT TO PURCHASE STREET LIGHTS

G.8. Alderman Craig moved to direct staff to apply for the Energy Efficiency and Conservation Block Grant for \$76,280 to Purchase LED Street Lights. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2023-8021
AWARD CHANGE ORDER TO ALL-WAYS- PLEASANT VIEW PARK IMPROVEMENTS

G.9. Alderman Holpfer moved to adopt Resolution 2023-8021, A RESOLUTION TO AWARD CHANGE ORDER NO 1 TO ALL-WAYS CONTRACTORS, INC. FOR PLEASANT VIEW PARK IMPROVEMENTS IN THE AMOUNT OF \$7,482.12. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2023-8022
CHANGE ORDER NO 1- PAYNE AND DOLAN, INC. – 2023 LOCAL STREET IMPROVEMENT PROGRAM

G.10. Alderman Barber moved to adopt Resolution 2023-8022, A RESOLUTION TO ISSUE A CONTRACT CHANGE ORDER NO. 1 TO PAYNE AND DOLAN, INC. FOR THE 2023 LOCAL STREET IMPROVEMENT PROGRAM IN THE AMOUNT OF \$10,153.43. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2023-8023
AMEND RES. 2023-7990 TO CORRECT SAME AND APPROVE AN ADDITIONAL PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 – TKN 934-0023-000

G.11. Alderman Barber moved to adopt Resolution 2023-8023, A RESOLUTION TO AMEND RESOLUTION NO. 2023-7990, TO CORRECT SAME AND TO APPROVE AN ADDITIONAL PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 934-0023-000 IN ACCORDANCE THEREWITH. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2550
AMEND MUNICIPAL CODE §80-13A – TO INCREASE THE NUMBER OF DOGS, TINY HORSES OR CATS PERMITTED

G.12. Alderwoman Eichmann moved to adopt Ordinance 2023-2550, AN ORDINANCE TO AMEND THE MUNICIPAL CODE §80-13A. TO INCREASE THE NUMBER OF DOGS, TINY HORSES OR CATS PERMITTED TO BE KEPT ON A PERSON'S PREMISES FROM TWO TO THREE AND THE MUNICIPAL CODE §80-16, PROVIDING FOR ANIMAL FANCIER PERMITS, TO INCREASE THE NUMBER OF DOGS, TINY HORSES OR CATS FROM NOT LESS THAN THREE NOR MORE THAN FOUR TO NOT LESS THAN FOUR NOR MORE THAN FIVE. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2023-2551
AMEND MUNICIPAL

G.13. Alderman Barber moved to adopt Ordinance 2023-2551, AN ORDINANCE TO AMEND §72-4F.(5) OF THE MUNICIPAL CODE

CODE §72-4F.(5) – COST
OF LOCATING PUBLIC
RECORDS

PERTAINING TO THE COST OF LOCATING PUBLIC RECORDS
UPON A REQUEST FOR SAME. Seconded by Alderwoman Day.
All voted Aye; motion carried.

CLOSED SESSION –
CONSIDER TERMS
RELATING TO
POTENTIAL
DEVELOPMENT(S) AND
PROPOSAL(S) AND
INVESTING PUBLIC
FUNDS AND
GOVERNMENTAL
ACTIONS – INCLUDING,
BUT NOT LIMITED TO
N.E. CORNER OF S. 76TH
ST AND W. RYAN RD

- G.14. Alderman Craig moved to enter closed session at 7:21 p.m., pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, 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. All voted Aye; motion carried.

Mayor Nelson called for a five-minute recess at 7:21 p.m.

Mayor Nelson returned to closed session at 7:25 p.m.

Returned to open session at 8:28 p.m.

Alderman Barber moved to have staff to proceed as directed in closed session. Seconded by Alderman Craig. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderman Craig moved to approve the following licenses:

License Meeting of July 18, 2023:

Grant Extraordinary Entertainment & Special Event to Victory of the Lamb, Inc–Community Concert & Fellowship, Robina Biesterfeld, 11120 W Loomis Rd, 9/9/2023;

Hold 2023-24 Operator License to Kenneth Lux for appearance;

Grant 2023-24 Operator License upon correction of application to Mayemme Sow;

Grant 2023-24 Operator License to Mikayla Bair, Heather Bandle, Bobbie Jo Bartolotta, Jalen Blake, Angela Christie, Maria Correa Rosa, Tatiana Estrada, Micheal Fisher, Kelly Gehrke, Patricia Greer, Kelly Kastner, Kenneth Keefer, Samantha Kitschke, Selena Krohn, Marilu Marcano, Richard Newmann, Lillian Nogalski, Michael Parsley, Farrah Rodriguez, Dominique Tarpley, & Kathryn Theis; and Grant 2023-24 Renewal Operator License to David Goehring.

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

VOUCHERS AND
PAYROLL

- I. Alderman Holpfer moved to approve City vouchers with an ending date of July 13, 2023, in the amount of \$2,002,023.75, and payroll dated July 14, 2023, in the amount of \$465,622.05 and payments of the various payroll deductions in the amount of \$245,505.62, plus City matching payments, and estimated payroll dated July 28, 2023, in the amount of \$660,000 and payments of the various payroll deductions in the amount of \$650,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:33 p.m. Seconded by Alderman Craig. All voted Aye; motion carried.

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<p>APPROVAL</p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE 08-01-23</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Board and Commission Appointments</p>	<p>ITEM NUMBER <i>E. 1-2</i></p>

The following Mayoral appointments have been submitted for Council confirmation:

1. Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1 – Library Board (3 year term expiring 6/30/26).
2. Terrence Berres, 8203 S. 58th St., Ald. Dist. 5 – Library Board (3 year term expiring 6/30/26).

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1 – Library Board (3 year term expiring 6/30/26).
2. Terrence Berres, 8203 S. 58th St., Ald. Dist. 5 – Library Board (3 year term expiring 6/30/26).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/23
REPORTS & RECOMMENDATIONS	An Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the ARPA Fund to transfer an additional \$275,000 to the Capital Improvement Fund for the Purchase of WAN Equipment and Firewalls	ITEM NUMBER B.1.

BACKGROUND

The Information Technology Department is seeking Council approval to transfer an additional \$275,000 from the ARPA Fund to the Capital Improvement Fund to appropriate the funds needed for the Purchase of the WAN Equipment and Firewalls.

On March 15, 2022, the Common Council approved a motion “to approve the Fiber Internet Construction Project for the City of Franklin Municipal Business Operations in an amount not to exceed 1,249,455 for capital construction, with MCE acting as the primary project manager and technical consultant for the project.”

The 2022 Budget reflected \$1,371,200 in funding for the Fiber Optic Cable Project with the intention of ARPA funding to fund the project. The City of Franklin has received \$3,748,286 in total American Rescue Plan Act (ARPA) Funding. There is \$2,192,086 in unallocated funding that needs to be obligated by December 31, 2024.

On January 17, 2023, the Common Council approved Ordinance No. 2023-2527 which allowed for \$1,190,630 of unspent funds from Account 46-0181-5846.9650 (Building City Fiber Infrastructure Network) in the 2022 Annual Budget to be carried forward to the 2023 Annual Budget.

Note: This Budget Amendment is concurrent with the authorization from the Information Technology Department presented at this meeting on August 1, 2023.

OPTIONS

Authorize or deny the budget amendment. If approved, that leaves \$1,917,086 in ARPA funds that need to be obligated by December 31, 2024. If denied, there would a lack of connection from the Franklin site equipment to the fiber optic cabling, as well as a connection to any backup circuits/carriers.

FISCAL NOTE

The approval of this budget amendment leaves a lower allowable amount of unallocated ARPA funding to be used for other projects.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2023-____, an Ordinance Adopting the 2023 Annual Budget for the ARPA Fund to transfer an additional \$275,000 to the Capital Improvement Fund for the Purchase of WAN Equipment and Firewalls.

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 ARPA FUND TO TRANSFER AN ADDITIONAL \$275,000 TO THE CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF WAN EQUIPMENT AND FIREWALLS

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

WHEREAS, the City of Franklin was awarded \$3,748,286 in American Rescue Plan Act Funding; and

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021, which allowed \$1,371,200 of ARPA funding to be allocated to the Fiber Infrastructure Network Project; and

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2023-2527 which allowed for \$1,190,630 of unspent funds from Account 46-0181-5846.9650 in the 2022 Annual Budget to be carried forward to the 2023 Annual Budget; and

WHEREAS, the original project scope lacked consideration for the essential components for connection to the fiber optic cabling and backup circuits/carriers; and

WHEREAS, the Information Technology Department has requested additional monies be transferred from the ARPA Fund to the Capital Improvement Fund to cover the additional expenses of the WAN equipment and firewalls; and

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

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

Capital Improvement Fund – Municipal Buildings

Fiber Optic Cable	46-0181-5846.9650	Increase	\$275,000.00
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Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

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

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

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

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

APPROVED:

John R Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

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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 8/1/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize Transfers of \$275,000 of ARPA Funds to Account 46-0181-5846.9650 for the Purchase of WAN Equipment and Firewalls. Modify the Scope of the Fiber Internet Construction Project to Include the Essential Networking Equipment.</p>	<p style="text-align: center;">ITEM NUMBER H.2.</p>

Background

On March 15, 2022, the Common Council approved a motion to approve the Fiber Internet Construction Project for the City of Franklin Municipal Business Operations in an amount not to exceed \$1,239,455 for capital construction, with MCE acting as the primary project manager and technical consultant for the project. One of the project's main goals was to lower construction costs by working with other governmental agencies and the Franklin School District to share a common-interest conduit, thus limiting construction costs by preventing duplicate trenching in areas where a conduit already exists. Turnkey Network Solution was selected as the fiber optic trenching and installation vendor. They began trenching within the Franklin campus area, and the vendor anticipates having fiber available at the School District NAP (screens 1-9 of the proposal) before the end of August.

Since the project has moved from budgeting and planning to the actual installation phase, a technical review was performed by the Director of IT for all MCE documentation. It has been noted that several items need to be included (to date) in our documentation from MCE, including technical schematics that list what fibers will interconnect to specific patch panels within each office. The project documentation is void of the requirement that WAN routers be installed at each location to connect the fiber to networking equipment directly. Two Cisco WiscNet routers at the School District NAP are the only listed equipment provided.

Corrective Action

The scope of MCE's engagement (not formally documented in a standard Statement of Work and Project Scope) is to provide analysis, project management, and technical assistance for installing the fiber optic cabling. MCE will lend technical assistance working with WiscNet to connect the Franklin assigned routers to the School District NAP and patch panels. MCE is not contracted to assist Franklin with connecting the fiber optic strands to equipment in each Franklin office. They are also assisting in creating a dynamic routing architecture that will route around network failures within the ring. This omission is a critical component of the project plan.

Some of the failure to recognize that new networking equipment was needed can be attributed to the time required to obtain memorandums of understanding, negotiate terms with other agencies, and develop a technical proposal that could be used for RFP bids. Originally, purchasing new firewall equipment was intended for the 2023 Capital Outlay budget but was intentionally delayed one year. The fiber optic cabling was estimated to be completed in Q4 of 2023 (at best) or Q1 of 2024. It was intended that firewalls would be purchased as part of the 2024 Capital Outlay budget. However, WAN routers were never considered in the project plan. These essential components connect the Franklin site equipment to the fiber optic cabling and any backup circuits/carriers.

The Franklin IT Department is tasked with creating a new routing topology using other third-party consultants. The external routing topology must use dynamic protocols to route around fiber or carrier failures. A new routing architecture is needed that is resilient to outages and is fully CJIS compliant.

Fiscal Impact

The original funding source for this project was the American Rescue Plan Act Funding. This item was budgeted in 46-0181-5846.9650, Capital Improvement Fund for Municipal Buildings, in the amount of \$1,371,200 in the 2022 budget and authorized for carry-over to the 2023 budget by the Council on January 17, 2023. Equipment and Perimeter Security Devices (firewalls) were not considered within the original project plan, nor was the inclusion of backup circuits in case of a major fiber cut or WiscNet outage at the Franklin School District NAP. Funding needs to be extended to include WAN equipment purchases as part of the ARPA funding since the equipment will be required by the end of Q4 of 2023.

Current and Future Project Costs: (Allocated \$1,371,200)

- | | |
|--|------------------------|
| • Turnkey Fiber Optic Trenching & Installation | \$961,819 |
| • MCE Technical Analysis & Project Management | \$180,567 |
| • (Estimate) Firewalls & WAN Routers | \$250,000 to \$490,000 |

It is being requested that an additional \$275,000 of ARPA funds be allocated to the project to account for the purchasing of networking and security equipment and consulting services necessary to architect a routing environment resilient to outages. Construction and equipment costs will not exceed \$1,646,200.

Assumptions

The construction of a ring topology requires that site WAN equipment can handle bandwidth/traffic for both upstream and downstream peers. In the event of an outage, routing re-convergence and traffic patterns are dynamically adjusted to send traffic to sites that normally would not typically receive this traffic. A ring topology requires that firewalls and routers be scaled to handle more traffic than would normally generate by just local site traffic alone. This increases the cost of the equipment, as firewalls and routers must be able to handle both local bandwidth and the traffic of the peers. Equipment costs for a ring topology are higher than that of a traditional hub-and-spoke. This comes with the benefit of resiliency and disaster avoidance.

The architecture and equipment choices are still currently under discussion with several vendors. SD-WAN is strongly recommended and requires multiple carriers. Network traffic is transparently routed to the backup carrier if a major carrier outage occurs. This technology needs to be incorporated into the routing topology. Introducing a fiber ring physical topology and SD-WAN adds complexity to the network and routing. New firewalls must be installed within eight offices, with high availability (HA) pairs being provided in the main offices. All firewalls should be controlled and configured from a central management console.

Recommendation

Staff is recommending approval for extending the project scope to include the purchase of networking equipment and firewalls, as these components are necessary to create a new routing topology and interconnect existing equipment to the fiber network.

COUNCIL ACTION REQUESTED

Motion to authorize the appropriate staff/officials to allocate \$275,000 of American Rescue Plan Act Funding to account 46-0181-5846.9650. The project scope will be extended to include purchasing network equipment, firewalls, and security perimeter devices as part of the project plan. Project costs will not exceed a total of \$1,646,200.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 8/1/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize the Director of IT to execute a Participating Addendum Agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">D. 3.</p>

Background

At their meeting on March 6, 2018, the Council approved a motion that authorized the Director of Administration to execute a Participating Addendum Agreement through the National Association of State Procurement Officers (NASPO) ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted replacement copiers, printers, and related devices under the terms of the Participating Addendum Agreement. All copiers covered under the original agreement are scheduled to have the five-year lease expire on September 15, 2023.

The City has standardized Toshiba copiers for the past five years. Unfortunately, the Toshiba copier division has been sold to Ricoh, and, likely, Toshiba copiers will no longer be available in the future. The City received competitive bids from seven copier vendors, and the business department heads opted to stay with James Imaging and use HP copiers instead of Toshiba. The departments were satisfied with the quality of service and repairs received by James Imaging, and they wish to continue this relationship over the next five years.

The Participant Addendum Agreement for HP under the current NASPO Master Agreement is 140596, with the State of Wisconsin contract number being 50ENT-M20-MFDCOPIER-00. <https://vendornet.wi.gov/Contract.aspx?Id=c52b067e-8573-ea11-811d-0050568c7f0f>

Participant Addendums for the State of Wisconsin are located at: <https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/>

COUNCIL ACTION REQUESTED

Motion to authorize the Director of IT to execute the attached Participating Addendum agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum agreement. Authorization is contingent upon HP providing a certificate of insurance, with insurance coverage as defined in the City of Franklin standard service contract.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140596**

Contractor: **HP INC.**

Participating Entity **STATE OF WISCONSIN**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Copiers and Managed Print Services Master Agreement (the “Master Agreement”) led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Wisconsin* Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors)



COPIERS & MANAGED PRINT SERVICES

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Contractor

Name	James Imaging Systems, Inc
Address:	3375 Intertech Drive, Brookfield, WI 53045
Telephone:	262-781-7700
Fax	262-781-9900
Email:	tbusack@jamesimaging.com

Participating Entity

Name	James Matelski – Director of Information Technology – City of Franklin
Address:	9229 W Loomis Road, Franklin, WI 53132
Telephone:	414-427-7645
Fax:	
Email:	jmatelski@franklinwi.gov

4. Participating Entity Modifications or Additions to The Master Agreement. Modifications or additions apply only to actions and relationships within the Participating Entity

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease Agreements: **Reserved**

6.

- (a) Lease Terms Equipment Leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to. To initiate a Lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, \$1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement Attachment A (Hewlett-Packard Financial Services, Master Lease Purchase Agreement) or Master Agreement Attachment B (Hewlett-Packard Financial Services, Master FMV Lease Agreement).

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- (b) Third Party Leasing Company: Contractor shall use a Third-Party leasing company for all Lease transactions, specifically Hewlett-Packard Financial Services (“HPFS”). However, all contractual obligations shall remain with the Contractor
- (c) HPFS holds all rights title and interest in and to: (i) the Products subject to the Lease Agreement, (ii) all payments and other amounts due and to become due thereunder with respect to the Products, and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due
- (d) End of Term Notification Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
- i. Any acquisition or return options, based on the type of Lease agreement;
 - ii. Any renewal options, if applicable, and/or
 - iii. Hard drive removal and surrender cost, if applicable
- (e) End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such Lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.
- 7 Resellers: All contractors and resellers authorized in the State of *Wisconsin* as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
- 8 Orders. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) “PO subject to NASPO ValuePoint Contract # & State Contract # 505ENT-M20-MFDCOPIER-05”; (2) Purchaser’s, Address, Contact, & Phone-Number; (3) Purchase order amount ,(4) Type of Lease (FMV, \$1 Buy Out, or Straight lease) and monthly payment, (5) Itemized list of accessories, (6) Service program

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and rates; and (7) Attached SOW Template if applicable

- 9 Product Installation & Invoicing. Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s) Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

- 10 Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity
- 11 Maintenance Service Level Agreements. Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**
12. Managed Print Services ("MPS") Level Agreement Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum **Exhibit B.** Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.




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- 13 MPS Statement of Work Template All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Exhibit C (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below

Participating Entity	Contractor James Imaging Systems, Inc
Signature	Signature 
Name.	Name. Chris Dolney
Title:	Title: V.P. Finance
Date:	Date: 7/27/2023

[Additional signatures may be added if required by the Participating Entity]



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For questions on executing a participating addendum, please contact
NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***Please email fully executed PDF copy of this document to:
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.***

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Master Agreement #: **140596**

Contractor **HP INC.**

Participating Entity: **STATE OF WISCONSIN**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum (the “Agreement” or “Participating Addendum”) covers the NASPO ValuePoint Copiers and Managed Print Services Master Agreement (the “Master Agreement”) led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

Purchases under Group D (Printers), Managed Print Services, stand-alone software are NOT authorized under this Participating Addendum. Software installation Services shall be restricted to the installation and support of the approved Software list and the Equipment on the contract. Any Software installation Services in excess of \$50,000 must be approved in writing by the State of Wisconsin Department of Administration. The following items were excluded from the original solicitation: cameras, interactive white boards, micrographic equipment and overhead projectors.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **Wisconsin**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name	Debra Lee, NASPO ValuePoint Contract Sales Management Director
Address.	10400 Energy Drive, Spring, Texas 77389
Telephone	847/537-0344 – Office, 847/922-2977 – Cell
Fax:	847/572-1336
Email.	Debra lee@hp com

Participating Entity

Name:	Susanne Matschull
Address:	101 E Wilson Street, 6 th Floor
Telephone:	608-266-9796
Fax	
Email	Susanne.matschull@wisconsin.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions

- 4.1 Definitions:** For purposes of this Agreement, the following terms shall have the meanings defined below. Any other capitalized terms in this Participating Addendum not otherwise defined in this Participating Addendum shall have the meanings as the defined terms provided in the Master Agreement

“Business Day” means any day on which the Contracting Agency is open for business.

“Confidential Information” means all tangible and intangible information and materials being disclosed in connection with this Contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information, (ii) Proprietary Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon, or (iv)

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information expressly designated as confidential in writing by the State Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

“Contracted Personnel” means a Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to render Services under this Contract.

“Contracting Agency” means the Agency entering into this Contract on behalf of the State.

“Day” means calendar day unless otherwise specified in this Contract.

“Deliverables” mean the tangible work product originally created in the performance of the Contractor Services and required to be delivered pursuant to mutually agreed Statements of Work.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile, or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law

“Proprietary Information” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances

“Properly-submitted Invoice” is one that is submitted in accordance with instructions contained on the State’s Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing

“Subcontractor(s)” means Contractor’s subcontractors used in the delivery of Contractor Services and excludes Cloud Hosting Providers

“State Information” means data, technical information, and materials that, originate with the State, or are developed, or prepared, or provided by the State or which Contractor obtains or gathers from the State in the performance of this Agreement, including, but not limited to,

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reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion or format. State Information also includes those Deliverables owned by the State.

4.2 Governing Law; Venue: This Participating Addendum and its amendments and exhibit thereto, shall be governed by Wisconsin Law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct.

4.3 Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) The Contractor's Supplemental Documents, including all Attachments.

4.4 Usage Reports: The manufacturer must submit electronic reports on a quarterly basis and one annual summary report on all sales, including service/maintenance, made against this Participating Addendum to the Participating Entity primary contact listed in Section 8 or designee.

- a. Reports must include the reporting listed in Attachment P of the RFP. The column denoting the "Customer Type" shall indicate either "State" or "Municipality."
- b. The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
- c. The quarterly reports will be filed using the schedule in Section f below. The annual report shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
- d. Such reports shall retain the same format throughout the life of the contract unless mutually agreed upon.

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e. The Contractor agrees to provide additional reports if requested by the State of Wisconsin in a format and frequency as mutually agreed upon by both parties

f	Period End	Report Received By
	June 30	July 31
	September 30	October 31
	December 31	January 31
	March 31	April 30

The annual summary report is provided after four (4) quarters of data is collected from the start of the Participating Addendum

4.5 Service Level Agreement (SLA) Report.

- a. The Contractor must submit SLA metrics reports on a quarterly basis to the Participating State primary contact or designee.
- b. The Contractor must submit, upon request of the Purchasing Entity, SLA metrics reports on a quarterly basis to the Purchasing Entity.
- c. SLA reports must include reporting on each SLA and credit listed in Exhibit C. If no credit was required, such shall be indicated
- d. Such reports shall retain the same format throughout the life of the Participating Addendum unless mutually agreed upon.
- e. The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table
- f. The quarterly reports will be filed using the schedule in Section f below. The annual SLA shall contain all data within the quarterly reports and include an annual sum total with any additional description notes

g	Period End	Report Received By
	June 30	July 31
	September 30	October 31
	December 31	January 31
	March 31	April 30

The annual SLA report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

4.6 Hard Drive: With respect to any HP Inc. manufactured Products which contain a hard drive, the options for hard drive security are as set forth in Section 4.6.5 of the Master Agreement. If desired, Purchasing Entity may engage Contractor to perform the following hard drive services, and the PO shall detail the service:

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-
- a **Hard Drive Surrender Service.** Under this option, a Contractor service technician can remove the hard drive from the applicable Product (set forth on a PO) and provide Purchasing Entity with custody of the hard drive before the Product is removed from the Purchasing Entity's location, moved to another department or any other disposition of the Product. The cost for the Hard Drive Surrender Services is \$200 per device.

The Purchasing Entity and Contractor shall agree prior to hard drive handling what the Purchasing Entity needs are

4.7 Trial or Demonstration of Device or Equipment: In addition to any requirements set forth in the Master Agreement, a written agreement between the Purchasing Entity and the Contractor shall occur prior to any trial or demonstration.

4.8 Contractor's Representation: Contractor warrants that qualified personnel shall provide Contractor Services in a workmanlike manner. Contractor shall not enter any agreement with a third party that it knows might abridge any rights of the State under this Agreement. Contractor shall serve as the prime contractor under this Agreement for the Contractor Services. Should Contractor engage any Subcontractor(s) to deliver Contractor Services pursuant to an SOW under this Agreement, the Contractor shall be legally responsible for the performance and payment of the Subcontractor(s). Subject to any applicable terms of use, Trade Rules and Practices applicable to the Cloud Hosting Services and any software provided under a SOW, the Participating Entity is not agreeing to and is not responsible for any terms and conditions with third parties. Names of any third-party Subcontractors of Contractor may appear for purposes of convenience in this Agreement and shall not limit Contractor's obligations hereunder. Contractor shall retain responsibility for functional and technical expertise as needed in order to incorporate any work by third party Subcontractor(s) in the delivery of Contractor Services.

- a **Intellectual Property.** Contractor represents to the best of its knowledge that it has the right to provide the Contractor Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party and that Contractor Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b **Inherent Services.** Unless otherwise expressly provided in this Agreement, Contractor shall furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Contractor Services and Deliverables.
- c Contractor represents, as of the date of this Participating Addendum, that it has the financial capacity to perform and to continue perform its obligations under this Agreement, that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that will materially adversely affect performance of this Agreement; and that entering into this Agreement is not prohibited by any contract, or order by any court of competent jurisdiction.

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4.9 Rendering of Services: The Contractor shall render services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the requirements set forth in the Participating Addendum and a Purchase Order. The Purchasing Entity and/or Participating State may inspect, observe and examine the performance of the services rendered on the Purchasing Entity's premises at reasonable times, without notice. If the Purchasing Entity notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Participating Addendum requirements for any reason other than as a result of the Purchasing Entity's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable times as the Purchasing Entity specifies. This remedy shall in be in addition to any other remedies available to the Purchasing Entity and/or Participating State by law or in equity.

4.10 Contractor Personnel:

- a. **Identification:** If requested by the Purchasing Entity, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contractor personnel, or subcontractor's employees who may at any time require admission to the Purchasing Entity's premises in connection with the rendering of services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Participating Addendum, and other particulars as the Purchasing Entity may require. The Purchasing Entity reserves the right to refuse to admit to the Purchasing Entity's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the Purchasing Entity, would be undesirable.

- b. **Identification of Contracted Personnel:** The Contractor shall furnish each Contractor personnel with a means of identifying themselves as agents, subcontractors, or employees of the Contractor assigned to perform services under the Participating Addendum and furnish the Purchasing Entity with security credentials on these Contractor personnel, if requested.

- c. **Background or Criminal History Investigation:** When the Purchasing Entity business needs require a background or criminal history investigation, and prior to the commencement of any services under this Participating Addendum, the Purchasing Entity may request that Contractor provide a certification that a background or criminal history investigation of Contractor personnel, and subcontractor's employees, who will be providing services to the Purchasing Entity under the Participating Addendum has been performed on such personnel through either (a) Contractor's standard pre-employment screening processes or (b) a screening requested by the Purchasing Entity. If any of the stated personnel providing services to the Purchasing Entity under this Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history results, the Purchasing Entity may request immediate replacement of the person. If a replacement is not possible the Participating Entity may terminate any related Purchase Order. Purchasing Entity may not request that Contractor take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

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4.11 Repair or Service Refusal; Replacement Parts:

- a. Contractor will repair or replace in accordance with the terms and conditions of the Participating Addendum and the manufacturer's specifications any part of the Products being serviced under a Purchase Order ("Serviced Products") that becomes unserviceable due to normal usage (other than consumable supplies).

- b. If the Purchasing Entity refuses repair or Serviced Products repair, a statement shall be placed in writing from the Purchasing Entity to Contractor as such. In an event where the Purchasing Entity does not permit Contractor to repair or replace the Serviced Products, such action shall excuse Contractor from any and all future performance hereunder.

- c. Replacement parts on leased or rental machines will be furnished on an exchange basis and will be new, reconditioned or used. Replacement parts for Purchasing Entity-owned equipment will be furnished as new equipment unless the Purchasing Entity accepts in writing replacement parts which are not new in exchange for an additional discount for such reconditioned or used parts, and to the extent such reconditioned or used parts will not adversely impact machine performance as determined by the operation of the machine in accordance with manufacturer's specifications.

- d. Except for hard drives on Purchasing Entity-owned equipment, all parts on leased or rental equipment removed due to replacement will become the property of the Contractor. Except for hard drives on Purchasing Entity-owned equipment, all parts on Purchasing Entity-owned equipment removed due to replacement may become the property of the Contractor if the Purchasing Entity does not want the equipment removed

4.12 Services not included under the Participating Addendum: The Services provided by Contractor under a Purchase Order will not include the following:

- a. Repairs resulting from Purchasing Entity misuse (including without limitation intentional improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the intentional failure to provide, adequate electrical power, air conditioning or humidity control,

- b. Repairs made necessary by service performed by persons other than Contractor representatives;

- c. Service calls or work which Purchasing Entity requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract) and service calls or work which Purchasing Entity requests to be performed on State Observed Holidays;

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- d Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products,
- e Consumable paper supplies, unless expressly provided for in a Purchase Order;
- f Repairs and/or service calls resulting from accessories not purchased from Contractor;
- g Any software, system support or related connectivity unless specified in writing by Contractor,
- h Parts no longer available from the applicable manufacturer;
- i Electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits,
- j Installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Contractor; and
- k Repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Contractor are not covered by this Participating Addendum.

4.13 Service Termination: Contractor may terminate its Service obligations under any Purchase Order at no additional cost to the Purchasing Entity for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those authorized to perform service under this Participating Addendum

4.14 Service Calls: Service calls will be made during Normal Business Hours. Purchasing Entity and Contractor can agree upon any exceptions in writing in advance before Contractor order acceptance or anytime thereafter. Service does not include coverage on State Observed Holidays Travel and labor-time for the service calls after Normal Business Hours, on weekends and on State Observed Holidays, if and when available and only in the event and to the extent that Contractor agrees to provide such non-standard coverage, will be charged at overtime rates per the Master Agreement in effect at the time the service call is made. Purchasing Entity is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components

4.15 Basic Connectivity Services: If any software, system support or related connectivity services are specifically set forth on a Purchase Order and accepted by Contractor, Contractor shall provide any such services at the Purchasing Entity's location set forth in the Purchase Order, as applicable, or on a remote basis Purchasing Entity shall provide

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Contractor with such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform such Services Purchasing Entity shall provide any special security requirements for the location prior to service. Purchasing Entity acknowledges that Contractor's performance of any such services is dependent upon Purchasing Entity's timely and effective performance of its responsibilities as set forth in the Purchase Order, as applicable Unless connectivity services are specifically identified in the Purchase Order as part of the services to be performed by Contractor, Contractor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Purchasing Entity network or system

4.16 Purchasing Entity Obligations: Purchasing Entity agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Purchasing Entity will provide adequate facilities (at no charge) for use by Contractor representatives in connection with the service of the Serviced Products under a Purchase Order within a reasonable distance of the Serviced Products. Purchasing Entity agrees to provide appropriate access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform its services Prior to service, Contractor may request the Purchasing Entity to allow the Contractor for "360 degree" service access to the Serviced Products Purchasing Entity will provide a key operator for the Serviced Products and will make identified key operators or their designees available for instruction in use and care of the Serviced Products Unless otherwise agreed upon by Contractor in writing or designated in the applicable Purchase Order, all supplies for use with the Serviced Products will be provided by Purchasing Entity and will be available "on site" for servicing.

4.17 Delivery; Acceptance: Purchasing Entity agrees to confirm delivery of all Products covered by each Purchase Order when the same is delivered by signing a delivery acknowledgement. By signing a delivery acknowledgement, it is not certifying acceptance of the equipment. Unless otherwise agreed upon by both parties in writing, signing the delivery acknowledgement only certifies equipment has arrived to the location delivered.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity

Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked. Further, with regard to material defects discovered after Acceptance, the affected hardware Product will be subject to remedy in accordance with the applicable warranty purchased for that Product Products may be returned thirty (30) days from date of shipment without penalty, subject to Exhibit E of the Master Agreement (HP Customer Return Policy)

A good or service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the goods or services do not

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conform with the specifications identified in this Contract and Solicitation ("Defects"), the Purchasing Entity shall, prior to Acceptance, Period") to notify Contractor in writing of the Defect. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) calendar days ("Cure Period").

Once equipment is installed and successfully operational, the Purchasing Entity shall sign an acceptance certificate, which shows acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Purchasing Entity agrees to sign and return to Contractor the acceptance certificate (which, at mutual agreement, may be done electronically) within three (3) business days after any Product is installed.

Purchase Orders may be cancelable by Purchasing Entity following acceptance by Contractor per the terms of the Participating Addendum. Contractor reserves the right to make Product deliveries in installments. All such installments shall be invoiced and paid for when all delivery and installation are completed so that Purchasing Entity can accept equipment. Delay in delivery of any installment may relieve Purchasing Entity of its obligation to accept remaining installments and may temporarily relieve the obligation to remit payments as invoiced by Contractor for any equipment that has yet to be delivered and shall be reviewed on a case-by-case basis. Contractor reserves the right at any time to revoke any credit extended to Purchasing Entity because of Purchasing Entity's failure to pay for any Products when due per the terms of this Participating Addendum.

4.18 Returns; Damaged Products: No Products may be returned without Contractor's prior written consent. Products returned without written authorization from Contractor may not be accepted by Contractor and is the sole responsibility of Purchasing Entity. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Purchasing Entity. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within ten (10) business days after receipt of Products.

4.19 Patent, Copyright, And Trade Secret Protection:

- a. Contractor and/or its third-party Subcontractors has or have created, acquired or otherwise has or have rights in, and may, in connection with the performance of Contractor Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). Contractor Technology is and remains the property of Contractor and its licensors. To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative works, and upon payment by the State to Contractor for any such accepted Deliverable, the Contractor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use, access and benefit from use of such Contractor Technology solely as part of and in connection with the State's use of such accepted Deliverables for the State's use.

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- b. Contractor shall not acquire any right, title and interest in or to the copyrights for any goods provided by the State or any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Contractor (the "State's Information"). The State hereby grants Contractor a royalty-free, fully paid, worldwide license to use the State's Information provided to the Contractor for delivery of Services to the State.

- c. The Contractor, at its own expense, shall defend and/or settle any action brought against the State to the extent that such action is based upon a third-party claim that the Contractor branded Services or Deliverables supplied by the Contractor, or the operation of such Deliverables pursuant to a current version of Contractor-supplied technology or documentation, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following: i) That the Contractor shall be notified within ten (10) business days in writing by the State of any such claim; and, ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense. To the extent available from the applicable Cloud Hosting Provider for pass through to the State, Contractor will pass through to the State any infringement indemnities provided by the Cloud Hosting Provider for the Cloud Services.

- d. Should any, Contractor branded Deliverable, Services, or software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a third party claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverable or Contractor Services or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications as stated in this Agreement and in any SOW, in all material respects, provided that if neither of these options can reasonably be taken, or if the use of such Deliverable or Contractor Services by the State shall be prevented by legal action, the Contractor shall take back such Deliverable and/or software and cease performing the infringing Services, and refund any sums the State has pre-paid Contractor therefor, less any reasonable amount for use of or damage to any such returned Deliverables, software or discontinued Contractor Services, and make commercially reasonable efforts to assist the State in procuring substitutes for such Deliverables and Contractor Services or software. Contractor shall not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Contractor Deliverable, Service or software, (ii) results from the State's supplied information or materials or (iii) results from the continued use of the same after receiving notice they infringe a trade secret of a third party.

4.20 IP Rights: Proprietary materials licensed to the State in the delivery of Contractor Services shall be identified to the State prior to use or provision of Contractor Services hereunder and shall remain the property of the Contractor. Software or firmware embedded in a Deliverable

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shall not be a severable Deliverable unless specifically indicated in an SOW. All Software source and object code is the property of Contractor or Contractors Subcontractors and is only licensed to the State on a nonexclusive basis as provided in the applicable Statement of Work, in consideration for the license fee paid by the State, pursuant to the terms of the respective governing software license.

4.21 Representations: By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner so that the Deliverables will, as delivered meet the specifications stated or referred to in this Agreement or SOW. The parties acknowledge and agree that the State's Acceptance of a Deliverable indicates only that the State has reviewed the Deliverable and detected no material deviations from the agreed specifications ("Deficiencies") at that time and that the State's Acceptance of a Deliverable does not discharge any of the Contractor's obligations under this Agreement for the provision of Contractor Services and Deliverables per the specifications of a SOW.

4.22 Contractor Personnel: The State may request the Contractor to remove or reassign Contractor personnel assigned to perform Contractor Services ("Contractor Personnel") at the State's discretion for any lawful reason or if the performance or conduct of such personnel is unsatisfactory. The State may request that such Contractor Personnel be replaced within fifteen (15) business days from such removal. The State's contract administrator shall notify the Contractor in writing and the exclusion of a designated individual(s) shall take effect as soon as reasonably practicable provided that the parties shall first discuss alternatives to removal as may be requested by Contractor in writing, however the State reserves the right to deny entry or to request the immediate removal of any Contractor Personnel for any lawful reason from any of its facilities based on security or safety concerns. The decision of the contract administrator following such discussions if any shall be final. This provision shall not infringe upon the right of the Contractor to employ the removed individual, nor shall the State's rights under this provision implicate the State as a party to any of the Contractor's obligations in the Agreement. The State shall have the right, at no charge to the State, to interview, check the references of, and accept or reject any proposed replacements for Contractor Personnel who will be performing Contractor Services on-site at the State's facilities prior to such Contractor Personnel replacements beginning work on the project. To the extent that departing Contractor Personnel provide adequate notice to the Contractor, Contractor shall use commercially reasonable efforts to obtain a smooth transition at no additional charge to the State, including the provision of knowledge transfer documentation and cooperation between the replaced and the newly assigned personnel including an overlap in the assignment of the replaced and newly assigned personnel for a duration of at least ten (10) business days, unless the State's contract administrator agrees to a shorter period in writing.

4.23 Warranty: Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Contractor ("Contractor Equipment"), Contractor's warranty is as set forth in Section 4.11 of the Master Agreement, Contractor's response to the solicitation, and the Participating Addendum.

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PURCHASING ENTITY ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE CONTRACTOR EQUIPMENT. In connection with any other Product sale, Contractor shall transfer to Purchasing Entity any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Contractor to Purchasing Entity upon Purchasing Entity's written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARTICIPATING ADDENDUM, CONTRACTOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS PARTICIPATING ADDENDUM OR ANY PO, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE CONTRACTOR EQUIPMENT OR THE LOSS OF USE OF THE CONTRACTOR EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO ANY PURCHASING ENTITY, IF ANY, UNDER ANY PO, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO CONTRACTOR THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO ANY PURCHASING ENTITY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED UNDER AN PO, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THE PO. CONTRACTOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED UNDER A PO DOES NOT INCLUDE ANY SUCH SERVICES. Purchasing Entity must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid database subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Contractor has no right, title or interest in any third-party software. Purchasing Entity is solely responsible for negotiating terms and entering into Software Licenses with the applicable Software Supplier. Contractor transfers to Purchasing Entity, for the term of each PO for lease or rental, any written warranties and the benefit of any indemnities made by the manufacturer or Software Supplier with respect to the Product leased or rented pursuant to such PO.

4.24 Warranty Of Third Party Products: The Parties agree that, because the Contractor is not the manufacturer or developer of third party vendors' products or services, any third-party vendors' products and services provided hereunder are not warranted by Contractor and any warranties shall solely under the terms and conditions of the third-party licenses or other

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agreements extended directly to the State by the third-party vendor and by which such products are governed. Contractor shall pass through to the State any warranty and indemnification rights available for pass through to the State from the manufacturers or vendors of such products and services comprising the Deliverables. Such third-party warranty coverage shall not relieve the Contractor from Contractor's warranty obligations for Contractor's Services as provided herein.

4.25 Payment Terms And Invoicing: Pricing shall be set forth in the individual Statements of Work. Payments terms are as follows, unless otherwise agreed to a Statement of Work:

- a. All invoices shall include Contractor's tax identification number and a detailed description of Services rendered. If the State fails to pay a properly submitted invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in s. 16 528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s 16 528 (3)(e), Wis. Stats., it shall pay any undisputed portion of said invoice, and will be excused from the prompt payment requirement for the disputed portion pending resolution of the dispute, provided it gives timely notice of such dispute to Contractor in writing and escalates the matter through the dispute resolution process in section 4.31 of this Agreement.
- b. All purchase orders issued by Participating Entities under this Participating Addendum shall include the Participating State contract number: SPO Price List Contract No. 505ENT-M20-MFDCOPIER-05 and the Lead State, State of Colorado-State Cooperative Contract Number 140596 Participating Entities may use a PCard, subject to its credit limit, or issue a purchase order, provided that any additional or different terms of such PCard or purchase order shall not apply. State use of a PCard for hardware purchases and maintenance payments is limited to time of order placement only.
- c. Contractor shall forward invoice(s), directly to the ordering agency. Purchase Orders and Payments shall be made to Contractor

4.26 Taxes: The Participating State and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Participating State, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel However, it is exempt from payment of Wisconsin sales or use tax on its purchases The Participating State may be subject to other states' taxes on its purchases in that state depending on the laws of that state Contractors performing construction activities are required to pay state use tax on the cost of materials Purchasing Entities other than State agencies may or may not be subject federal tax and Wisconsin state and local taxes. It is the responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information

4.27 Pricing and Discount: Contractor's stated prices approved and agreed to with NASPO under the Master Price Agreement shall apply to this Participating Addendum and its SOWs unless otherwise mutually agreed for a specific SOW and is attached hereto as Exhibit A

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The State of Wisconsin qualifies for governmental discounts, if available; and its educational institutions also qualify for educational discounts, if available. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for the State of Wisconsin, volume purchases or for competitive reasons.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency sixty (60) calendar days before the proposed effective date of the price increase. Prices applicable under a particular SOW shall be subject to any price increase restrictions and notice requirements agreed upon in the SOW.

- a. Purchasing Entities will be allowed to negotiate any of the purchase and lease options available in the Master Agreement for lower pricing.
- b. Monthly lease pricing shall not increase over the lease term unless an accessory is added.
- c. If a Purchasing Entity adds or removes accessories, the Purchasing Entity and Contractor shall agree upon the new monthly lease price prior to the lease rate change to reflect the machine change.
- d. Purchasing Entity may negotiate a lower rate for volume placements.

4.28 Right to Assurance: If the State in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Agreement, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within thirty days, from Contractor's receipt of such notice may, at the State's option, be the basis for terminating the Agreement for the State's convenience per the terms of this Agreement or other rights and remedies available by law.

4.29 Right of Offset: Upon written notice, the State may offset against contractual payments due to the Contractor in an amount necessary to satisfy a certified or verifiable delinquent payment owed by the Contractor to the State of Wisconsin or any local unit of government in Wisconsin that is not under formal written appeal. The State also reserves the right to cancel this Agreement as provided in Section 4.33.2 Termination, if a delinquency is not satisfied by the offset or other means during the Agreement Term.

4.30 Contractor Compliance and Responsibility for Actions: The Contractor shall at all times comply with and observe all Federal and State and local laws, ordinances, and regulations that are in effect during the term of this Agreement that govern Contractor's business and operations. The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Agreement, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State. The State shall be responsible for compliance with laws applicable to the State and its operations.

4.31 Renegotiation of Agreement: Each party shall have the right to request the other renegotiate the terms and conditions of this Agreement to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the requesting

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party, either substantially and unreasonably changes its duties hereunder, or renders performance, enforcement or compliance with the totality of the Agreement impossible, patently unreasonable, or unnecessary.

4.32 Term and Termination:

4.32.1 This Agreement shall end conterminously with the Master Agreement, provided that any Statements of Work entered into prior to expiration or termination of this Agreement shall survive such expiration of the Master Agreement, for the term stated in the Statement of Work, and continue to be subject to its terms.

- a The Participating State reserves the right to cancel this Participating Addendum if the Contractor fails to follow the requirements of s. 77 66, Wis. Stats , and related statutes regarding certification for collection of sales and use tax and does not cure such failure within thirty (30) days of receipt of notice
- b The Participating State also reserves the right to cancel this Participating Addendum with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- c The Participating Addendum may be canceled by the Participating State at any time, with or without cause in accordance with Paragraph 4.32.3 of this Agreement.
- d. The Participating State reserves the right to cancel in whole or in part without penalty due to nonappropriation of funds
- e. In the event the Contractor is in default following the expiration of a thirty (30) day cure period, the Participating Addendum is subject to cancellation in accordance with Paragraph 4.32.2 of this Agreement to the extent allowable by applicable law.
- f. In the event of a cancellation of this Participating Addendum, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted
- g The Purchasing Entity may terminate a specific Purchase Order issued under this Participating Addendum if the Contractor is unable to render the services or provide the Products required in a timely manner in accordance with the terms of the PO, in order to meet the business needs of the Purchasing Entity, which inability shall remain uncured following thirty (30) days written notice to the non-performing party.

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4.32.2 Termination for Cause:

- a The State may terminate this Participating Addendum with written notice if, after providing the Contractor with thirty (30) days written notice of the Contractor's right to cure a material failure of the Contractor to perform under the terms of this Agreement, the Contractor fails to cure such material failure within the thirty (30) day cure period.

The Contractor may terminate this Agreement if, after providing the State with thirty (30) days written notice of the State's right to cure a material failure of the State to perform under the terms of this Agreement, the State fails to cure such material failure within the thirty (30) day cure period

Any termination for cause must be preceded by written notice and an opportunity to cure as provided in this section. Unless otherwise stated in the notice of termination, Termination of this Agreement shall not terminate any SOW's in progress. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration (including any surviving SOWs).

- b. Upon termination under this section, all Deliverables prepared by the Contractor under a Contractor Services and Statement of Work and paid for by the State that are intended to be the property of the State under the terms of this Agreement shall become the property of and be delivered to the State. The time period the State will have from the date of termination of any Cloud Services to remove all its data from the cloud shall be addressed in the applicable SOW based on the Cloud Hosting Provider's Trade Rules and Practices.
- c. The State may, upon termination of this Agreement for cause, procure on terms and in the manner that it deems appropriate, materials or services to replace those terminated for cause under this Agreement

4.32.3 Termination for Convenience: The State reserves the right to terminate the Agreement without cause in whole or in part upon sixty (60) days advance written notice to Contractor, when in the best interests of the State and without penalty or recourse, provided that the State may only terminate in part if the remaining elements are not dependent upon the terminated elements and provided further that any existing Statements of Work entered into prior to such termination shall not be affected by termination of this Agreement under this section and shall survive for the term of the Statement of Work unless the Statement of Work is separately terminated according to this Agreement and the applicable Statement of Work. For any Statements of Work that are terminated by the State according to this Agreement or the applicable Statement of Work, upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and use commercially reasonable efforts to minimize all further costs to the State. The Contractor may terminate this Agreement at any time, without cause, in whole or in part by providing a written notice to the State at least sixty (60) days in advance of the intended date of

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termination provided that the Contractor may only terminate in part if the remaining elements are not dependent upon the terminated elements and provided further that any existing fully executed Statements of Work entered into prior to such termination shall not be affected by termination of this Agreement under this section and shall survive for the term of the Statement of Work unless the Statement of Work is separately terminated according to this Agreement and the applicable Statement of Work. In the event either party exercises its right to terminate this Agreement for Convenience pursuant to this Section of the Agreement, the Contractor shall be entitled to payment for the Services completed as of the date of termination or cancellation, such payment will be due according to the payment terms as set forth in the individual statement of work, or, if silent, the Master Agreement. The State shall be entitled to receive all Deliverables in progress or completed under the terminated Statements of Work as of the date of termination or cancellation. The State shall have no other liability arising out of termination or cancellation exercised according to this Agreement, except as may be in accordance with the terms of a terminated or cancelled Statement of Work.

4.33 Contract Dispute Resolution: In the event of any unresolved dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of the terms and conditions, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority Contractor's VP of Public Sector and the equivalent executive authority within the Participating Entity, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

(a) **No Termination or Suspension of Services:** If any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the services or any other obligation hereunder, disable any equipment used in the services, or perform any other action that prevents, slows down, or reduces in any way the performance of the services or the Purchasing Entity's ability to conduct its business, provided that Purchasing Entity is making payment for all Products and services during the period of any such dispute.

4.34 No Quantity Guarantees: Purchase under this Agreement pursuant to the Master Agreement is not mandatory. This Participating Addendum is non-exclusive. The State of Wisconsin may obtain related goods or services from other sources during the term of this Agreement in its sole discretion and at its sole option. Subject to the foregoing, the State of Wisconsin makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services shall be procured through this Agreement.

4.35 Risk of Loss or Damage: The Participating State, except for loss or damage due to fire,

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theft, or the negligence of the Participating State, shall be relieved of all risks of loss or damage to the Products during periods of transportation to the Participating State (or its designee) and installation (if installation is provided by the Contractor), unless and until such time as unencumbered title is vested in the Participating State. With respect to leased Products, the Participating State shall assume all risks of loss or damage while the leased Products are in the Participating State's possession, excepts for periods of transportation and de-installation, until the leased Products are returned to and received by Contractor in accordance with the terms of the Master Agreement. Participating State will maintain All-Risk Property Insurance in accordance with the relevant lease agreement. Purchasing Entity must notify Contractor in writing immediately of any loss.

4.36 Deleted and Reserved

4.37 Nondiscrimination/Affirmative Action: In connection with the performance of work under this Participating Addendum, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities.

- a. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Participating Addendum is awarded, the Contractor must submit the plan to the Participating State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Participating State.
- b. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, nondiscrimination notices required by applicable law.
- c. Failure to comply with the conditions of this provision may result in the following consequences.
 - 1. Termination of this Participating Addendum;
 - 2. Designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
 - 3. Withholding of a payment due under the Participating Addendum until the Contractor is in compliance

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4.38 Independent Contractor: The Contractor shall act as an independent contractor in performing all Services under this Agreement and, except as otherwise outlined herein, as between the State and Contractor, shall maintain complete control over its employees, Contractor Personnel, and Subcontractors, if any.

4.39 State and Federal Law, Regulation and Policy as Applied to Deliverables: Contractor Services and Deliverables shall comply with the acceptance criteria defined by the parties and incorporated into an applicable SOW. In the course of defining such criteria, the parties shall cooperate to identify and address applicable laws, in consultation with the State's advisors. The Contractor will work with the State and its advisors to implement all appropriate agreed-upon changes in business processes or as applicable to the Contractor Services and Deliverables as required by State and Federal law, regulations or policy as agreed by the parties through the change control procedures specified in the Statement of Work. In the event a change in or the State's interpretation of an applicable law, regulation or policy requires a modification or addition to the scope of Services described herein or by an SOW under this Agreement, the parties shall utilize the change control procedures set forth in this agreement to facilitate the implementation of such changes to the scope of Services. Additional compensation shall be as mutually agreed to by the parties.

4.40 Cooperation with Other Contractors: In the event that the State enters into a contract with another contractor for the provision of additional services that interact with or relate to the Contractor Services, the Contractor shall require that its Contractor Personnel use commercially reasonable efforts to cooperate with such other contractor so as not to disrupt the performance of their services. Contractor Personnel shall cooperate on a commercially reasonable basis with State personnel, hardware manufacture representatives, system software Contractors, and communications systems Contractors in the provision of Contractor Services to the State.

4.41 Confidential, Proprietary and Personally Identifiable Information: Any additional or different terms applicable to Confidential Information or personally identifiable information from those set out in the Master Agreement may be addressed as mutually agreed and applicable to the work in the governing Statement of Work.

4.42 Liquidated Damages: Liquidated Damages for failures or delays in the performance of the Contractor Services may be addressed as mutually agreed and applicable to the Contractor Services in the governing Statement of Work.

4.43 Non-Exclusive: Except for remedies designated herein as exclusive or which are exclusive as a matter of law, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

4.44 Insurance Responsibility: The Contractor shall maintain the following insurance coverage:

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- Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the Contractor Services performed under this Contract;
- Commercial liability, bodily injury and property damage insurance against claim(s) that may occur in carrying out the Contractor Services pursuant to this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
- Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contractor Services pursuant to this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- Certificate of Insurance, showing up-to-date coverage, shall be on file in the Agency before the Contractor Services may commence (if applicable)

The State reserves the right to require higher or lower insurance limits, where warranted, provided any higher required limits shall not apply to existing Statements of Work unless otherwise agreed in writing and Contractor may terminate this Agreement (but not existing SOWs) for its convenience (upon the 180 days' notice as required in 5.17.3) if it does not agree to comply with the higher limits.

4.45 Recordkeeping and Record Retention: §19 36 (3) of the Wisconsin Statutes applies to this Agreement, and Records (as defined in §19 32 of the Wisconsin Statutes) that are produced or collected under this Agreement are subject to disclosure pursuant to a public records request.

The Contractor shall establish and maintain adequate records to the extent and in such detail as shall adequately reflect performance and administration of payments and fees Contractor of all documentation developed or compiled by it for the State and expenditures incurred by it and charges paid or payable by the State under this Agreement. All such records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP) in accordance with federal, and State laws applicable to Contractor. The Contractor, following final payment, shall retain all its records produced or collected under this Agreement for six (6) years.

Any additional responsibilities relative to Contractor's retention of records may be addressed as mutually agreed in the applicable Statement of Work for Contractor Services

4.46 Promotional Advertising and News Releases: Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Agreement shall not be made by Contractor without prior written approval of the State.

4.47 Anti-Trust Assignment: By entering into this Agreement, Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the State relating specifically to that proportionate amount of the Goods or Services

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attributable to the Goods or Services purchased or acquired by the State from the Contractor under this Agreement.

4.48 Assignment of Agreement: The Contractor shall provide prior written notice to the State before assigning the rights and obligations of this Agreement to another party. The State reserves the right to withhold approval of any such assignment in its sole discretion. The terms and conditions of this Agreement as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties. Notwithstanding the above, Contractor may utilize Subcontractors and Cloud Hosting Providers as provided in the Agreement.

4.49 Miscellaneous Terms:

a. Disclosure: If a state public official (s. 19.42, Wis. Stats), a member of a state public official's immediate family, or any organization in which Contractor knows a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis Stats.

Contractor certifies to the best of its knowledge and belief, no relationship exists between it and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

b. Dual Employment: Contractor shall abide by any requirements applicable to Contract in Section 16 417, Wis. Stats.

c. Employment: The contractor will not engage the services of any person or persons it knows is now employed by the State of Wisconsin, including any department, commission or board thereof, to provide Contractor Services relating to this Agreement without the written consent of the employing agency of such person or persons and of the contracting agency

d. Conflict Of Interest: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats , regarding conflicts of interests by directors in the conduct of state contracts

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e. Independent Capacity Of Contractor: The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

f. Entire Agreement: The Master Agreement and this Participating Addendum represent the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

5 Lease Agreements. [

(a) Lease Terms: Equipment Leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to. To initiate a Lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, \$1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement Attachment A (Hewlett-Packard Financial Services, Master Lease Purchase Agreement) or Master Agreement Attachment B (Hewlett-Packard Financial Services, Master FMV Lease Agreement).

(b) Third Party Leasing Company: Contractor shall use a Third-Party leasing company for all Lease transactions, specifically Hewlett-Packard Financial Services ("HPFS"). However, all contractual obligations shall remain with the Contractor.

(c) HPFS holds all rights title and interest in and to. (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due

(d) End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of Lease agreement,
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable

(e) End of Term Options. If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such Lease term. Notwithstanding anything to the contrary, if

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Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Resellers: All contractors and resellers authorized in the State of *Wisconsin*, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # & State Contract #505ENT-M20-MFDCOPIER-05"; (2) Purchaser's, Address, Contact, & Phone-Number; (3) Purchase order amount ;(4) Type of Lease (FMV, \$1 Buy Out, or Straight lease) and monthly payment; (5) Itemized list of accessories; (6) Service program and rates, and (7) Attached SOW Template if applicable

8. Product Invoicing: Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition,

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any language in a EULA which violates a participating state's constitution or a statute of that state, or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.

10. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**.

Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased by a Customer. The Maintenance Agreement shall be priced based on a cost per click rate or a monthly base charge. Customer shall not be required to sign a Leasing Agreement for each order. The Purchase Order, Master Agreement and Participating Addendum terms and conditions shall govern all transactions.

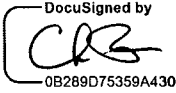
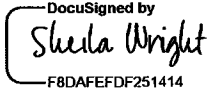
11. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum **Exhibit B**. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
12. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Exhibit C (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity	Contractor HP
Signature:  DocuSigned by 0B289D75359A430	Signature:  DocuSigned by F8DAFEFDF251414
Name: Chris Patton	Name: Sheila Wright
Title Deputy Secretary	Title: Contracts Negotiator
Date: 7/16/2020 11:52 AM CDT	Date: 6/23/2020 11:39 AM PDT

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to:
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 8-1-23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Purchase a Hurst E-Draulic "Combi-Tool" for Vehicle and Machinery Extrication Operations at a cost not to exceed \$14,800.</p>	<p style="text-align: center;">ITEM NUMBER B.4.</p>

The Fire Department is seeking council approval to purchase a Hurst SC358E2 battery operated E-Draulic extrication Combi-tool. This is a portable "jaws-of-life" type hydraulic tool that performs the functions of both a cutter and a spreader to assist with the rescue of occupants trapped in a crashed vehicle. The Fire Department responds to approximately 120 personal injury vehicle crashes per year. This is a very cost-effective means of ensuring that all of the department's staffed engines have the ability to initiate vehicle or machinery entrapment extrication operations, in the event that the existing extrication engine (E-113) is committed to a previous emergency call, or that a motor vehicle accident has multiple victims in need of extrication.

This tool was prioritized highly in the department's 2023 capital improvement budget request, and the appropriation was included in the Mayor's recommended budget, as approved by Council. That appropriation will fund 100% of the purchase cost (Fund 41-0221-5815). A quotation from MacQueen Emergency Equipment, the local dealer Hurst Rescue Tools is attached with this action.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of a Hurst SC358E2 battery operated E-Draulic extrication "Combi-tool" with existing appropriation in the 2023 Capital Improvement Fund 41-0221-5815, at a cost not to exceed \$14,800.



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: CITY OF FRANKLIN FD STATION 1
8901 W. DREXEL AVE
FRANKLIN, WI 53132-9725

Branch 16 - DELAFIELD, WI		
Date 07/07/2023	Time 8:50:31 (O)	Page 1
Account No FRANK030	Phone No 4144251420	Est No 01 011866
Ship Via BEST & ADD	Purchase Order HURST E3 COMBI	
Tax ID No		
		Salesperson 424 / 337

Invoice To: CITY OF FRANKLIN FIRE DEPT
8901 WEST DREXEL
FRANKLIN WI 53132-9725

Attention: JAMES MAYER

ESTIMATE EXPIRY DATE: 08/06/2023

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
273023000	SC358E2 COMBI HURST EDRAULICS SC358E2 COMBI TOOL PKG- INCLUDES TOOL, CHARGER, 2-EXL BATTERIES		1	13990.00	13990.00
				Subtotal:	13990.00
				Tax:	.00
				TOTAL:	13990.00

Authorization: _____

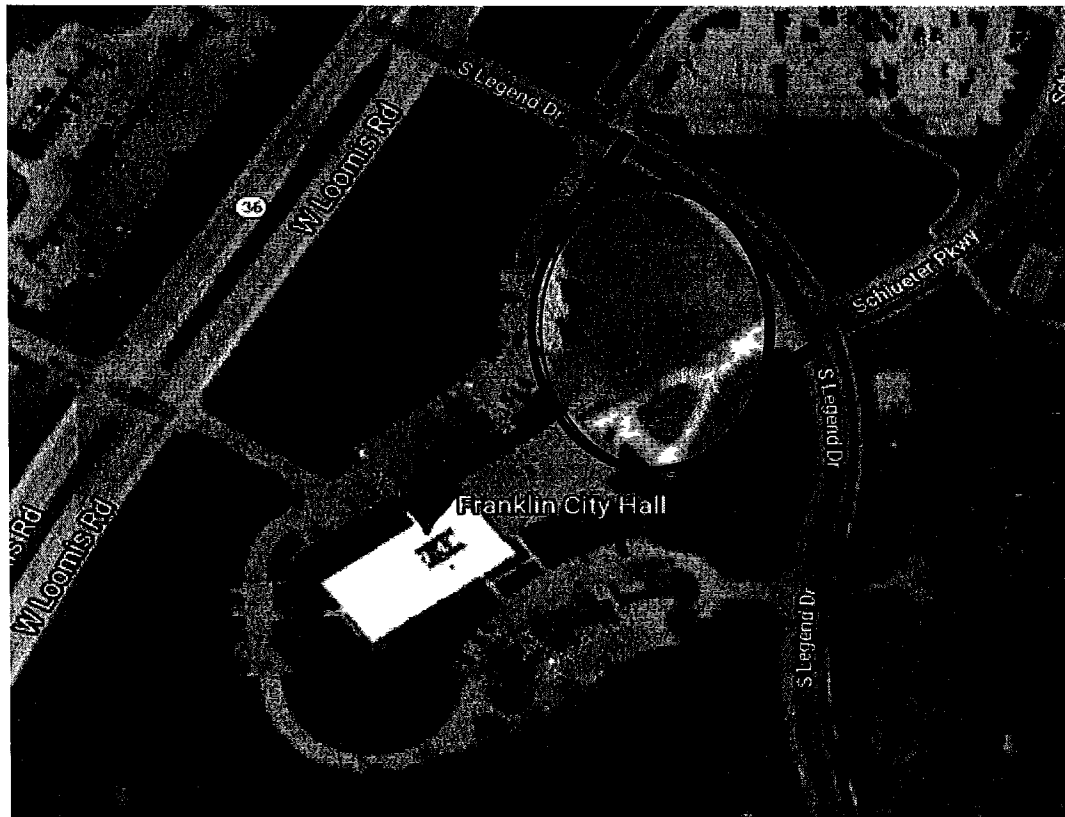
Return/Exchange Policy

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sellable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

Visit Us Online
www.MacQueenGroup.com

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 1, 2023
Reports and Recommendations	Temporary Street Closure Request in conjunction with the August 5, 2023 Outdoor Movie	ITEM NUMBER B.5.

The City of Franklin Health Department with community partners is hosting the annual Franklin Outdoor Movie Night at City Hall on Saturday, August 5th, 2023. Up to 200 families will attend. The event will be staged from the lower level of City Hall. For safety purposes the Police Department and the Department of Public Works have recommended street closures on S. Legend Dr. between the southern Franklin Public Library parking lot entrance and the lower level city parking lot. The Fire Department concurs with this recommendation. The Health Department recommends street closures from 3PM until 9:30PM on Saturday, August 5th. The street closure application has been submitted to the City Clerk. Thank you for your consideration.



COUNCIL ACTION REQUESTED

Motion to approve street closures on S. Legend Dr. between the southern Franklin Public Library entrance and the City Hall parking garage entrance on Saturday, August 5th, 2022 in conjunction with the City of Franklin sponsored Franklin Outdoor Movie Night.

CITY OF FRANKLIN
APPLICATION FOR TEMPORARY CLOSING OF STREET
OFFICE OF THE CITY CLERK
9229 W. LOOMIS RD.
FRANKLIN WI 53132
414-425-7500

Name Megan Conway / Franklin Health Department
Address 9229 W. Loomis Rd
Franklin, WI 53132
Phone 414-425-9101

Name of person or association applicant represents
Franklin Health Department
Address 9229 W. Loomis Rd
Franklin, WI 53132
Phone 414-425-9101 Email MConway@franklinwi.gov

Nature and purpose of the obstruction or street closing

Outdoor Movie Night

Description of all parts of the road, street or highway is proposed to be obstructed or closed

Small portion of S. Legend Dr. between Library & City Hall

Date and time of obstruction or closing 08/05/2023; 0500pm - 10:30pm

Estimated number of people proposed to attend 500

Cleanup plan Additional garbage cans and significant group of volunteers to clean/move barriers post-event

Provisions to allow ingress and egress of people or businesses denied access during the event

Small closure on S. Legend Dr. will allow for ingress/egress of people via Schueter Pkwy to Drexel Ave.

Permission received from additional jurisdiction DPW, Police, Fire

Date 07/13/2023

Subscribed and sworn to before me

Megan E Conway
this 13th day of July, 2023

Megan E. Conway
Applicant

Kathleen S Rivedal
Notary public, 06/16/2023 Co., Wisconsin
My Commission Milwaukee Co,
Expires 06/16/2023



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/2023
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Semi-Annual Update for 2023	ITEM NUMBER B.6.

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually, reporting in January and July of each year, attached is correspondence from Mr. Basil Ryan regarding the January through June of 2023 trip activity.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund (01-0521-5721), which for 2023 has a total budget amount of \$29,432, including \$12,000 as approved in the 2023 Budget and a carryover of past leftover funds of \$17,432 that was approved by the Common Council on 1/17/2023 to be used in 2023.

Per Mr. Ryan's attached letter, three (3) trips have been taken from January through June 2023. As of this date, no invoices have been submitted by Mr. Ryan for payment towards the 2023 Senior Travel Program-Budget.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

July 11, 2023

Mayor and Common Council Members
Franklin City Hall
9229 West Loomis Road
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for January –June 2023 activity. Franklin Senior Travelers were active in April, May and June No activities are held in January, February and March due to inclement and unpredictable weather.

April 13 – Grumpy Old Men, Fireside Theatre, Fort Atkinson – 118 seniors

May 17 – Damn Yankees, Marriott Lincolnshire Theatre, Lincolnshire, IL – 60 seniors

This was the first time we attended the Marriott Theatre in Lincolnshire, IL. Some seniors were hesitant to try this new venue. However, it was terrific! The food was great and the theatre and actors were first rate. We are on track for almost 125 seniors to attend the next show at the Marriott.

June 20 – Mary Poppins, Fireside Theatre, Fort Atkinson – 70 seniors

Our attendance continues to be strong We have a trip planned each month for the remainder of 2023 We look forward to an exciting rest of the year Our seniors are thrilled to be back to traveling. As always, the health and safety of Franklin Senior Travelers comes first and that is the number one priority

Sincerely,

Basil Ryan
Franklin Senior Travelers

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/2023
REPORTS & RECOMMENDATIONS	City of Franklin's Community Development Block Grant Program Projects for 2024	ITEM NUMBER H. M.

Per Milwaukee County, the timeline for the 2024 Community Development Block Grant (CDBG) applications is as follows:

- July 17-July 21, 2023: 2024 CDBG Training Sessions for Applicants with one required training per applicant. This requirement has already been met by Department of Administration staff.
- July 19, 2023: 2024 CDBG application made available online.
- August 7, 2023: CDBG applications are due to Milwaukee County Housing by 10 a.m.
- September 2023: This is the timeframe tentatively outlined in which 2024 applications are presented to the Milwaukee County Committee on Community, Environment, and Economic Development.

2023 CDBG PROJECT ALLOCATIONS

For its 2023 CDBG allocations, the City of Franklin issued a letter of support in the amount of \$5,000 to Eras Senior Network, Inc. for their Faith in Action Milwaukee County Program; a letter of support in the amount of \$3,000 to Oak Creek Salvation Army for its Homelessness Program; applied and received notice of award in the amount of \$5,000 for the Senior Community Health Educational Program (Health Department); and applied and received notice of award in the amount of \$65,000 for the 2023 Franklin Home Repair Grant Program.

2024 CDBG APPLICATION IDEAS

As a refresher, the Milwaukee County CDBG program has tightened its program parameters to ensure that no more than 15% of project dollars go towards Public Service projects, social service-type programs not involving construction per the federal requirements. Per federal law, the CDBG program focuses on construction-related projects. Note that the County considers those projects that receive a letter of support as using a portion of Franklin's allocation.

The size of Franklin's allocation limits its reasonable application for major construction projects, which is the primary intent of the Federal CDBG program. Efforts to generate public input and ideas in recent years have not been very successful due to the limitations of the funds in relation to Franklin's demographic makeup. Our current allocation strategy supports beneficial services and can be very helpful in maintaining a small portion of the City's older housing stock through the Franklin Home Repair Grant Program while targeting CDBG-eligible participants.

For 2024, staff recommends continuing to fund the current Public Service Projects as follows: (1) The Senior Health-Related Educational Programming by the Franklin Health Department in the amount of \$5,000; (2) the letter of support for the Oak Creek Salvation Army – Homelessness Program in the amount of \$3,000; and (3) the letter of support for the Eras Senior Network Faith in Action Milwaukee County Program in the amount of \$5,000. If the Common Council agrees, the City will forward letters of support to Eras Senior Network, Inc. and the Oak Creek Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2024 application to Milwaukee County. Both agencies have confirmed that they will again be applying for 2024 Milwaukee County

CDBG funding and greatly thank the City for their continued support for their crucial programs. Note that it is possible that the County could reduce the available funds for Franklin Public Service projects to approximately \$9,000-\$11,700, which is 15% of a typical allocation between \$60,000-\$78,000.

Also, for 2024, staff recommends that the City again apply for funding towards a "Franklin Home Repair Grant Program," as it had applied for and was awarded funding for 2018 through 2023. The current 3-year Cooperation Agreement with the County includes language that allows a community to submit proposed projects for funding "and/or have all or some of its allotment for that year applied to the Home Repair Program." The Milwaukee County Home Repair Program is administered directly through Milwaukee County. It grants low-income owner-occupants of single-family homes the ability to make necessary home repairs. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches, and replacing roofs, siding, trim, and/or windows. The application for the Home Repair Grant Program is set up to help as many income-eligible, single-family homeowners in Franklin as possible – with grants being up to one-half the project cost, generally targeted for up to \$5,000. This \$5,000 amount is flexible and can be modified, increased, or decreased by Milwaukee County depending on how many income-eligible applications are received and the amount of the repairs.

The Franklin Home Repair Grant Program has been doing fairly well. All past Franklin Home Repair funding through 2021 has been used. Applications for the 2022 Franklin Home Repair Grant funding of \$42,000 are being taken and processed. Applications for use of the 2023 Franklin Home Repair Grant funding of \$65,000 cannot be processed until the funds are received from HUD, which should be within the next couple of months if approved. Once funding is received, applications can be processed using the 2023 Franklin Home Repair Grant funds.

Staff recommends completing and submitting final 2024 Milwaukee County CDBG applications by the deadline date of August 7, 2023, for the following City of Franklin projects and amounts:

2024 Recommended Franklin CDBG Applications:	Amount:
Senior Health-Related Educational Programming (Health Department)	\$5,000
Eras Senior Network Faith in Action Milwaukee Co. Program (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army—Homelessness (Letter of Support-\$3,000)	3,000
Franklin Home Repair Grant Program (Remaining amount)	<u>65,000</u>
Total 2024 Franklin Application Submittal	\$78,000

NOTE: A public hearing by the City of Franklin is not required as the Milwaukee County Board schedules/holds a public hearing on all project recommendations.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army—Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of August 7, 2023. (This aggressive deadline date does not allow this item to be held over or tabled to a future meeting date.)

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 1, 2023
Reports & Recommendations	A Final Resolution Directing Payment and Levy of Special Assessment for the Cost of Watermain Extension on W. Minnesota Avenue from S. 51 st Street to S. 49 th Street	ITEM NO. Ald. Dist. 3 H.8.

BACKGROUND

A Public Hearing was held on April 4, 2022 regarding Special Assessments for the installation of water main on W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east, thence northward on S. 49th Street approximately 50 feet.

ANALYSIS

The assessments are included in the Engineering Report dated July 11, 2023 and revised July 27, 2023 and total \$189,194.34 for nine properties.

OPTIONS

Adopt Resolution, or give table.

FISCAL NOTE

It is anticipated that two of the properties will defer payment up to 10-years. The rest of the property owners will be given the option to pay in full or pay with the property tax bill at 6% interest for 12-years.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023 - _____, a resolution directing payment and levy of special assessment for the cost of watermain extension on W. Minnesota Avenue from S. 51st Street to S. 49th Street.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A FINAL RESOLUTION DIRECTING PAYMENT AND LEVY OF SPECIAL ASSESSMENT
FOR THE COST OF WATERMAIN EXTENSION ON W. MINNESOTA AVENUE
FROM S. 51ST STREET TO S. 49TH STREET

WHEREAS, the Common Council has determined that it is expedient and necessary for the best interests of the City, its people and the property affected thereby that the following permanent improvements be made as described in this preliminary resolution; and

WHEREAS, a Public Hearing was held on April 4, 2022 regarding Special Assessments for the installation of water main on W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east, thence northward on S. 49th Street approximately 50 feet; and

WHEREAS, construction of the improvements are complete; and

WHEREAS, the City Engineer prepared a Report on Special Assessments dated July 11, 2023 and revised July 27, 2023 as described in Section 207-15.E. of the Municipal Code.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin.

1. The Common Council is exercising police powers granted to it by law and adjudge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the installation of water main on W. Minnesota Avenue from a point of connection at the intersection of S. 51st Street eastwards to the intersection of S. 49th Street and northward to a point of termination approximately 50 feet north of W. Minnesota Avenue.
2. The Common Council in this process exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Common Council further declares that all assessments may be paid in one (1) payment when the work is completed, or in the next succeeding tax roll, or in the number of annual installments as determined by the Common Council.
4. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
5. That the City Engineer and/or his authorized representative is directed to prepare the report as described in Section 207-15.E. of the Municipal Code for the installation of a water main in the location described above.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

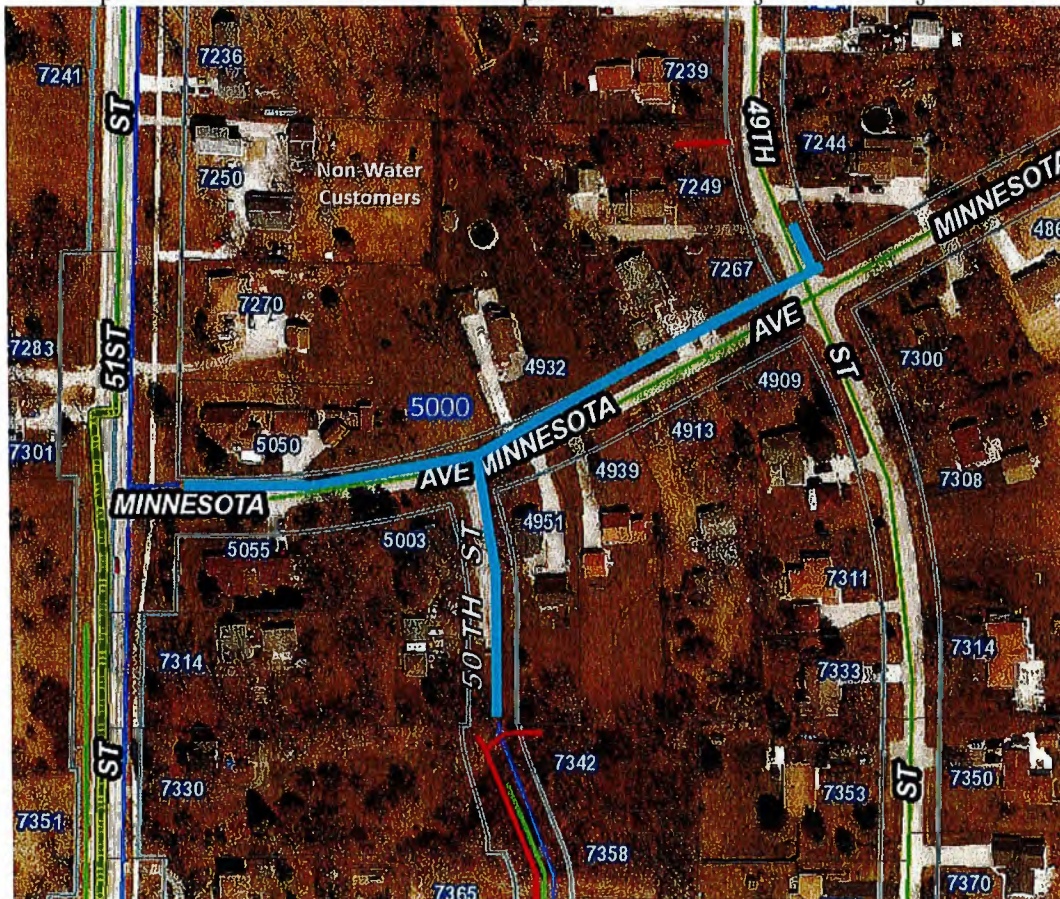
AYES _____ NOES _____ ABSENT _____

REPORT ON SPECIAL ASSESSMENTS
for
Watermain Extension on
W. Minnesota Avenue from S. 51st Street to S. 49th Street

July 11, 2023

REVISED July 27, 2023

Prepared Pursuant to Franklin Municipal Code Sections §207-15 and §207-20



Glen E. Morrow, PE
City Engineer, Director of Public Works, and Utility Manager

INTRODUCTION

The Common Council of the City of Franklin directed Engineering staff to prepare the Report on Special Assessments for the installation of water main in W. Minnesota Avenue at a point of connection at the intersection of S. 51st Street to the intersection of S. 49th Street and then to a point of termination approximately 50 feet north of W. Minnesota Avenue in the City of Franklin as included in Resolution No. 2022-7819, adopted on February 1, 2022. A public hearing concerning the project and special assessment was held on April 4, 2022.

Construction is now complete. This report on the special assessments for the benefitted properties is a series of schedules. This report will be mailed to all property owners listed in Schedule D and is expected to be presented to the Common Council on August 1, 2023.

Upon adoption by the Common Council, this report will be submitted to the Finance Department for invoicing to the property owners. Owners will be given the option of a 10-year deferment (if eligible), payment in full, or annual payments at 6% for 12 years.

On February 1, 2022, Common Council passed Resolution 2022-7818 ~~that extended the time~~ for a lot in the 5000 block of W. Minnesota Avenue to extend the time of connection to ten years. The council action from February 1, 2022 is attached as Schedule E.

SCHEDULE A – CONSTRUCTION PLANS AND SPECIFICATIONS

Plans labeled “Proposed W. Minnesota Ave and S. 50th Street Water Main Extension for Water Main Extension for City of Franklin” consisting of 9 sheets were prepared by Excel Engineering and are dated August 17, 2022.

A Project Manual was also prepared by Excel Engineering and dated August 2022. Three addendums were issued dated August 29, 2022, September 6, 2022, and September 7, 2022.

Select pages of the plans and project manual are in Schedule A. Full Copies of the plans and project manual have been submitted to the Franklin Clerk’s office or may be requested by contacting the City Engineering office.

SCHEDULE B – TOTAL PROJECT COSTS

A spreadsheet is included in Schedule B showing the breakdown of assessable and non-assessable items. The bid submitted by Willkomm Excavating includes Alt No. 1 Water Laterals, and Alt No. 2- 2023 construction.

\$398,897.75	Bid for Willkomm includes Alt No. 1 Water Laterals, and Alt No. 2- 2023 construction
\$52,500.00	Excel design contract
\$442,967.75	Total Project Costs
\$250,990.98	Assessible Portion (related to providing water to properties along S. 50th Street)
\$191,976.77	Non-Assessible Portion (assessment does not include road and watermain work associated with S. 50 th Street)

SCHEDULE C – ASSESSMENTS COSTS

9	Parcels to be assessed for water main
8	Parcels to be assessed for Services
1,084.93	Total Assessable Frontage (lineal feet)
\$133.82	Maximum water main Assessment Rate (2022)
\$145,185.33	Total Assessment for Water Mains
\$44,009.01	Total Assessments for Services (add 16% per §207-21)
\$1,891.94	Total Amount should all parcels use the City Financing (1% per §207-23.D.)

Notes:

1. No portion of the project is oversized; thus, no expenses are eligible for funding through the Water Impact Fee Account.
2. All nine parcels are zoned R-6: Suburban Single-Family Residence District.
3. No land is to be taken nor damages contemplated on this project so no credits to affected property owners are included in these calculations.

Properties Served by Water Main

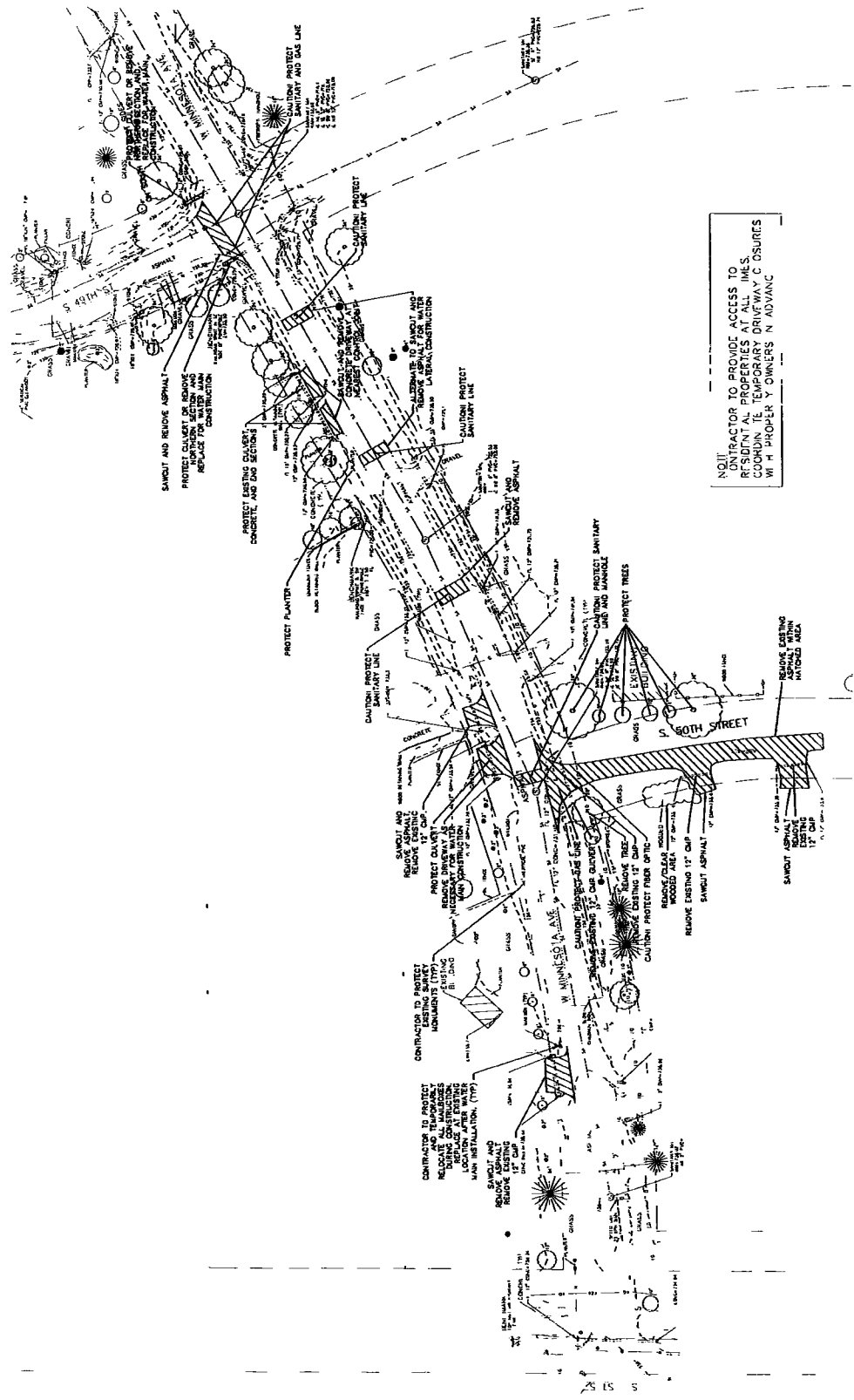
The properties which are subject to the assessment are benefited by public water service in the at least seven ways:

1. Increased fire protection.
2. Reliability of water supply.
3. Assurance of a water supply which has been routinely tested for potability (lack of contamination).
4. Elimination of the reliance on maintenance and repair of individual wells
5. The developability of vacant, under-developed or partially-developed properties which are deferred from development by the lack of municipal water supply causing a negative impact on the fair market value.
6. The elimination of the potential for cross-contamination between individual limestone wells.
7. The elimination of the use of the limestone aquifer in the vicinity of outcropping which are more susceptible to contamination by pollution from surface contaminants including fertilizers, pesticides and spills.

SCHEDULE D - PROPERTY ASSESSMENT SUMMARY

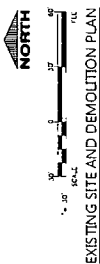
The properties, against which the assessments are proposed, are benefited. The schedule of special assessments lists property descriptions, ownership of record and assessments.

One parcel is eligible for a 10-year deferment per §207-15.K. Deferment would end when connection to water system is made, sold/transferred, or at the end of 10-years. This parcel would have 30-days from the date of the special assessment notice (August 1, 2023).

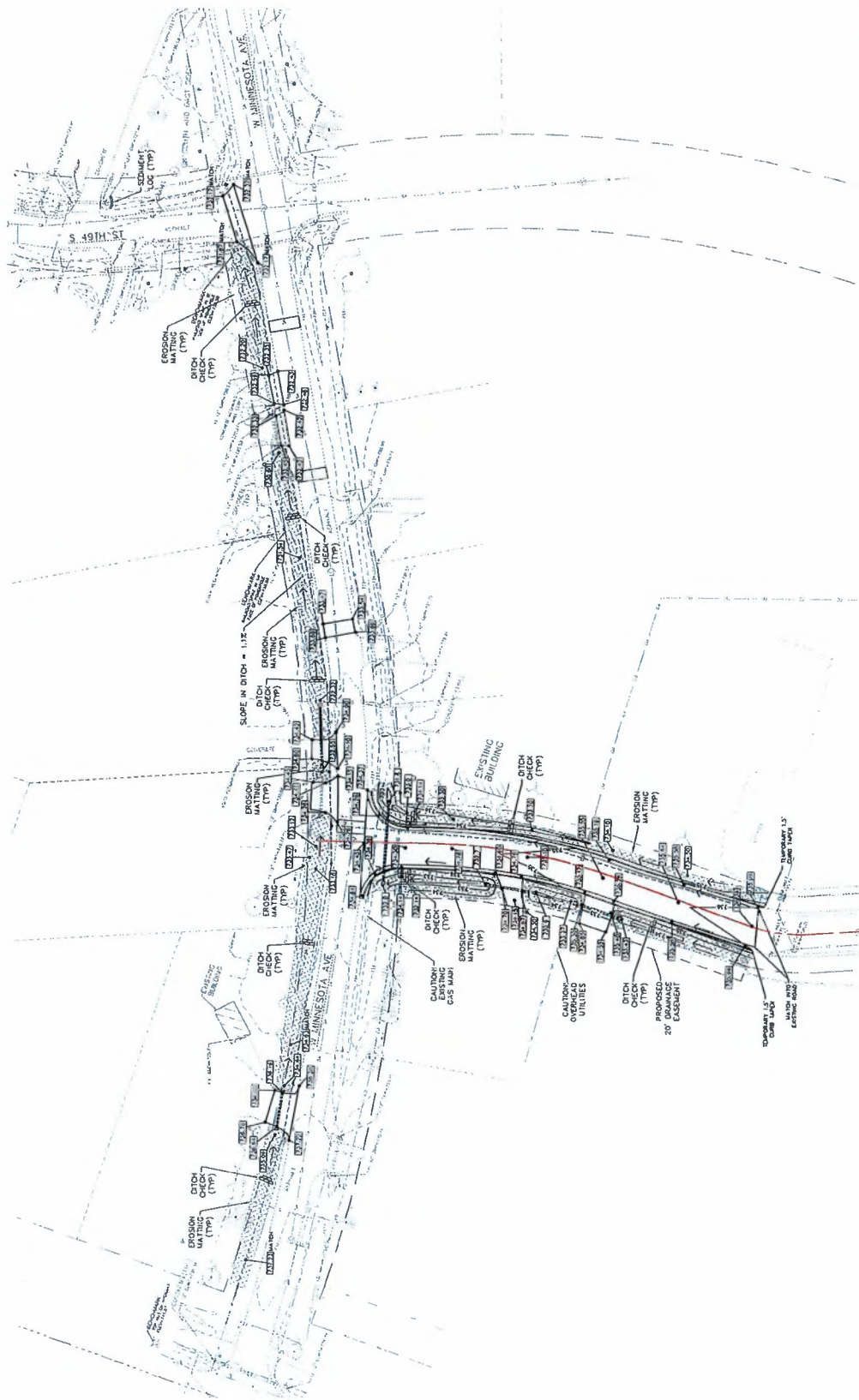


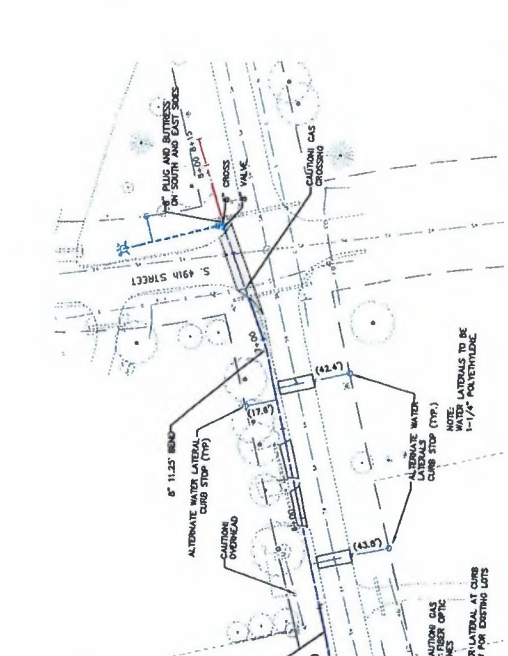
NOT A CONTRACTOR TO PROVIDE ACCESS TO RESIDENTIAL PROPERTIES AT ALL TIMES. COORDINATE TEMPORARY DRIVEWAY CLOSURES WITH PROPERLY OWNERS IN ADVANCE

NOTE: SURVEY MONUMENTS OF UT, TNS, AND B.M.T. QUANTITIES, PLEASE MONUMENTS ON THE SHOWN TO MATCH. HAVE B.M.T. MONUMENTS TO BE MONUMENTED BY THE CONTRACTOR. MONUMENTS TO BE MONUMENTED BY THE CONTRACTOR. MONUMENTS TO BE MONUMENTED BY THE CONTRACTOR. MONUMENTS TO BE MONUMENTED BY THE CONTRACTOR. MONUMENTS TO BE MONUMENTED BY THE CONTRACTOR.



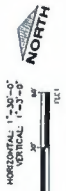
EXISTING SITE AND DEMOLITION PLAN



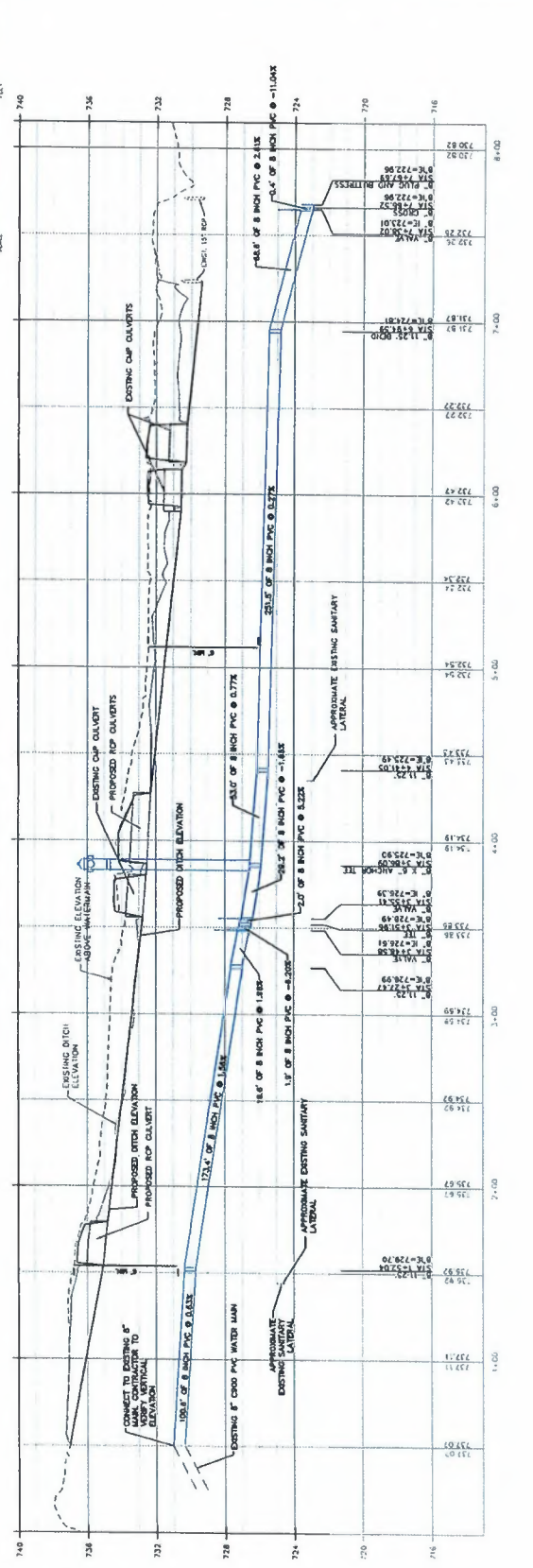


BACKFILL NOTE:
 FOR STREET - SLURRY
 FOR DRIVEWAYS AND S. 50th STREET - GRANULAR
 FOR GRASSED AREAS - SAND/NATIVE

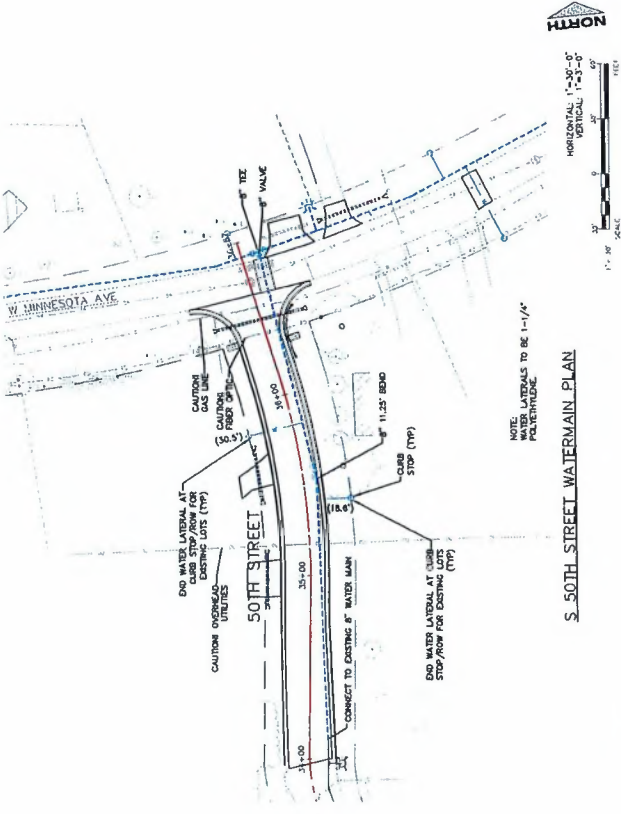
WATER LATERAL NOTE:
 FINAL WATER LATERAL LOCATIONS TO BE
 DETERMINED BY PROPERTY OWNERS. PROPERTY
 OWNERS WILL PLACE VALVE (TO BE PROVIDED BY
 CONTRACTOR) AT PREFERRED LOCATION.



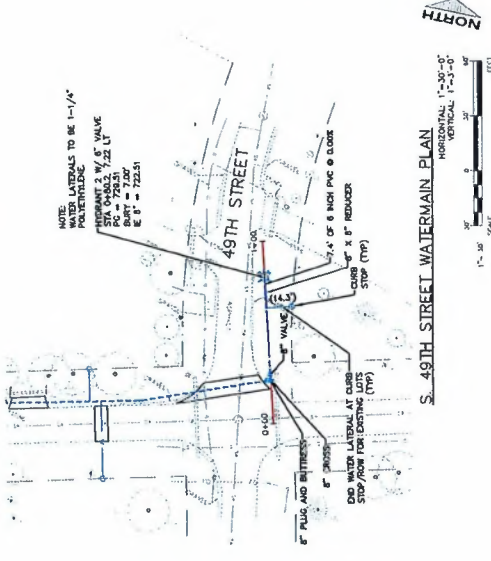
W. MINNESOTA AVE. WATERMAIN PLAN



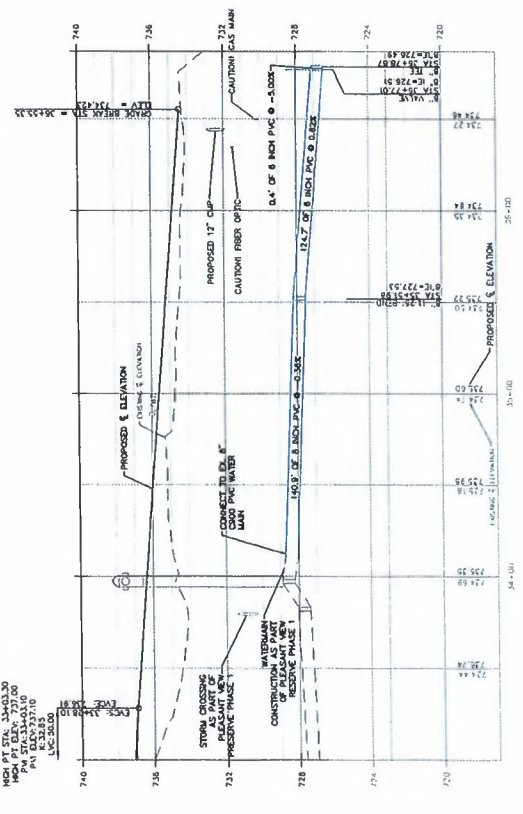
BACKSILL NOTE:
 FOR STREET - SLURRY
 FOR DRIVEWAYS AND S. 50TH STREET - GRANULAR
 FOR GRASSED AREAS - SPILL/NATIVE



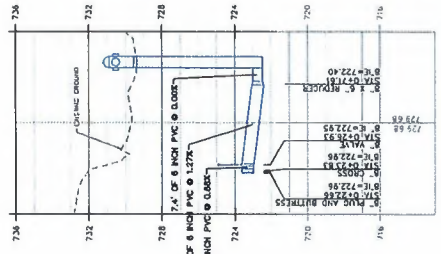
S. 50TH STREET WATERMAIN PLAN
 HORIZONTAL: 1"=30'-0"
 VERTICAL: 1"=3'-0"
 SCALE: 1"=30'-0"



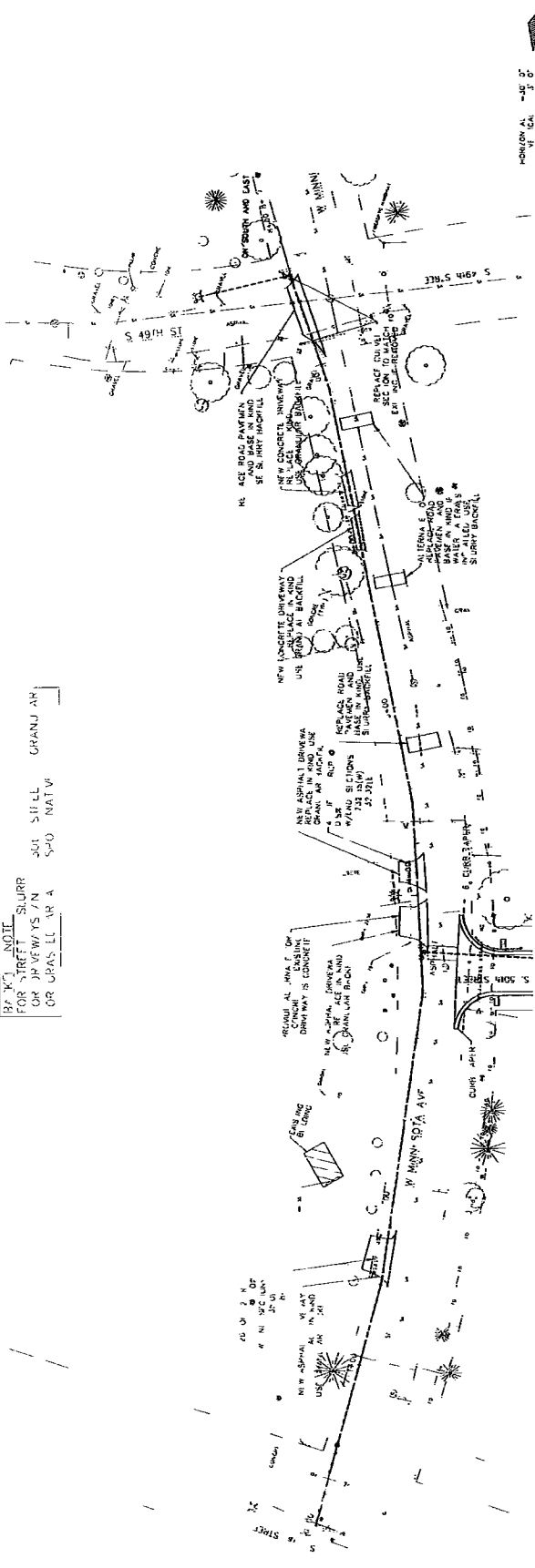
S. 49TH STREET WATERMAIN PLAN
 HORIZONTAL: 1"=30'-0"
 VERTICAL: 1"=3'-0"
 SCALE: 1"=30'-0"



HIGH PT STA. 34+03.30
 HIGH PT. ELEV. 737.00
 LOW PT. STA. 35+00.00
 LOW PT. ELEV. 726.20
 SCALE: 1"=30'-0"

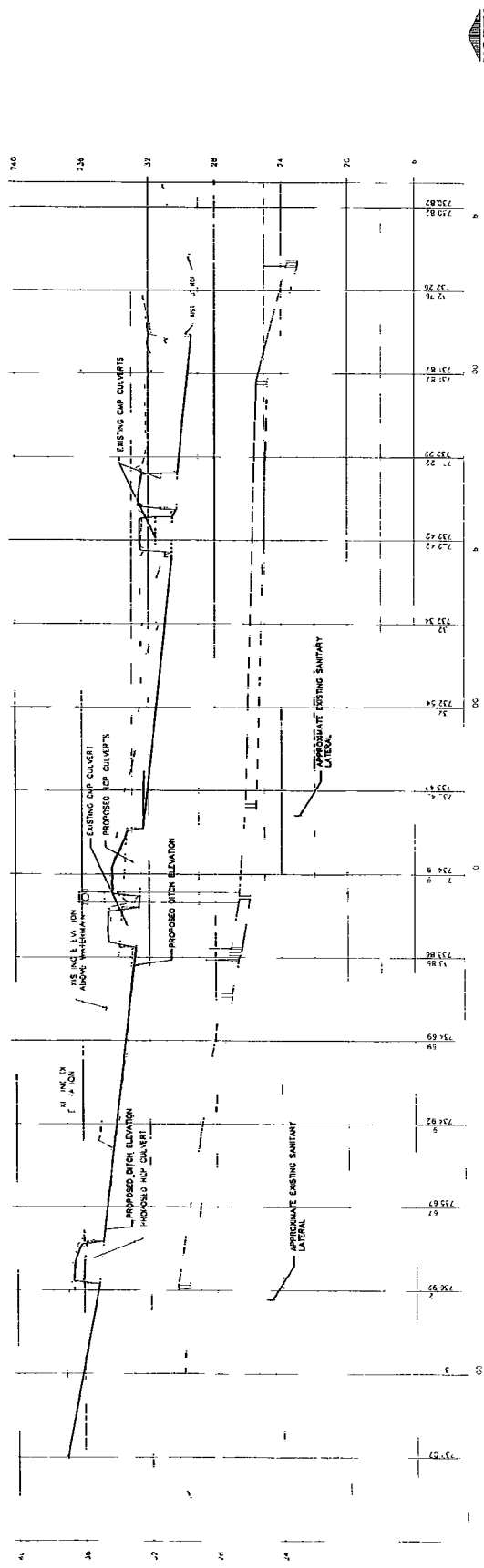


97' x 1' MOIIT
 FOR STREET SLURR
 OR IN VEWAYS 7' N
 OR GRASS LL 14' A
 5'20' NATIV
 JUL SIFLL GRANU AH



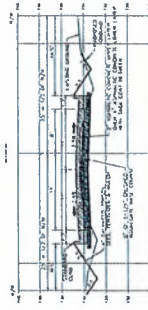
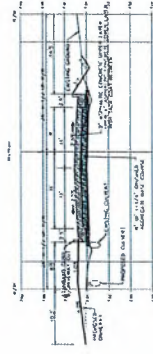
1" = 10' 0"

W MINNESOTA AVE PLAN

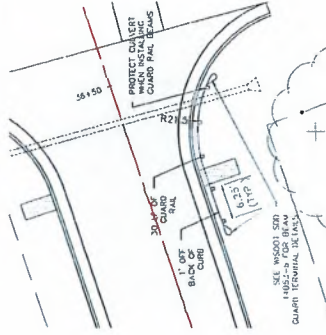


1" = 10' 0"

MINNESOTA AVENUE ROAD

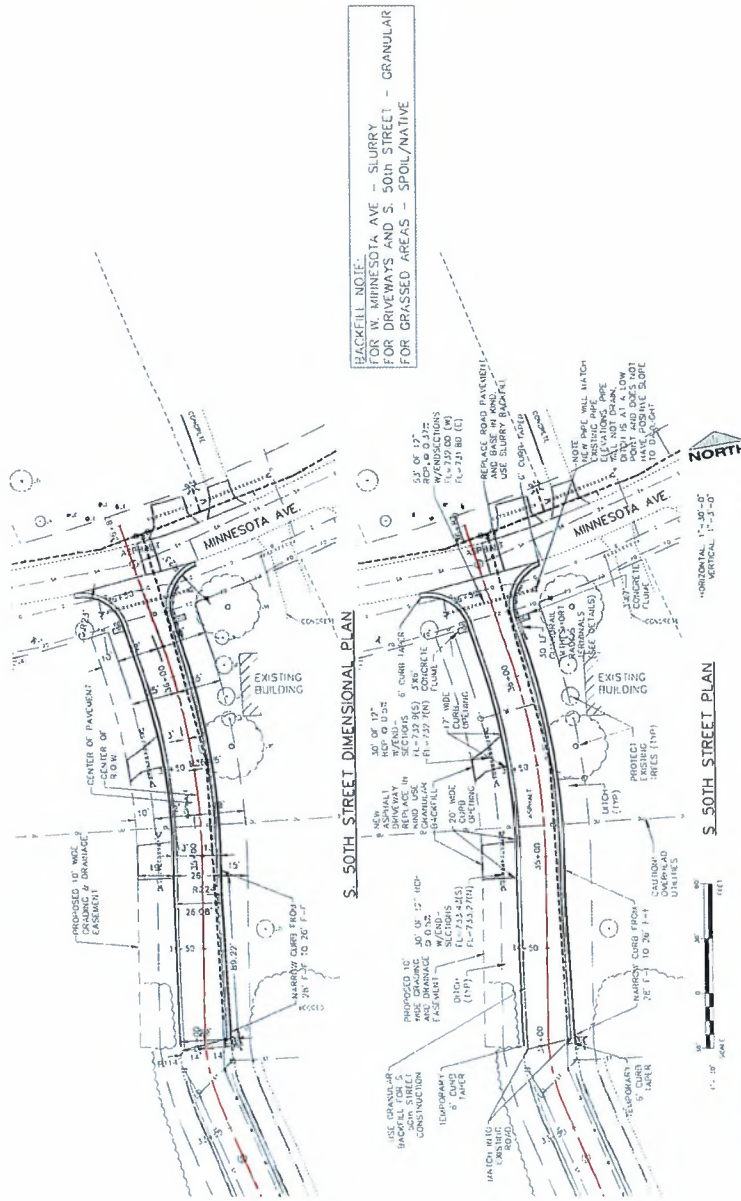


S. 50th STREET CROSS SECTIONS
 SCALE: HORIZONTAL 1"=10'
 VERTICAL 1"=10'



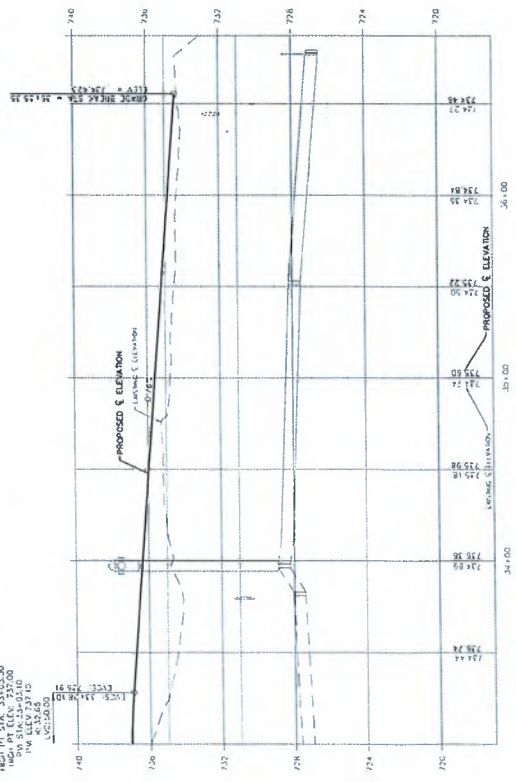
ENLARGED GUARD RAIL VIEW SCALE: 1"=10'

S. 49th STREET AND S. 50th STREET - ROAD



BACKFILL NOTE:
 FOR W. MINNESOTA AVE - SLURRY
 FOR DRIVEWAYS AND S. 50th STREET - GRANULAR
 FOR GRASSED AREAS - SPOIL/NATIVE

NOTE:
 CONTRACTOR TO COORDINATE ALL WORK WITH
 PUBLIC ACCESS TO EXISTING RESOURCES AT
 ALL TIMES.



S. 50th STREET PLAN
 HORIZONTAL 1"=30'
 VERTICAL 1"=20'

DATE: 8/17/2022
 TIME: 10:30 AM
 DRAWN BY: JLD
 CHECKED BY: JLD
 PROJECT: 2217680



**PROJECT MANUAL
(SPECIFICATIONS, BIDDING, AND CONTRACT DOCUMENTS)**

**FOR
PROPOSED W. MINNESOTA AVE. AND S. 50TH STREET WATERMAIN
EXTENSION
IN THE CITY OF FRANKLIN**

PROJECT 2022 – 12
AUGUST 2022

REPORT ON SPECIAL ASSESSMENTS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION
SCHEDULE B - TOTAL PROJECT COSTS

Item	Item Description	Total Project			Assessible Portion			Non Assessible Portion			Water Utility			Road																																																																																																																	
		UoM	Quantity	Unit Price	Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension																																																																																																																
35	Willkomm Excavating ALT. NO. 1 - WATER LATERALS (Alternate) 1-1/4" Poly Water Service Lateral w/ Curb Stops	LF	134	\$140.00	\$18,760.00	134.00	\$18,760.00	0.00	\$0.00	134.00	LF	\$18,760.00	0.00	LF	\$0.00																																																																																																																
ALT. NO. 2 - 2023 CONSTRUCTION																																																																																																																															
1a	Asphalt Demo and Removal	SY	560	\$6.45	\$3,612.00	246.35	\$1,588.94	313.65	\$2,023.06	0.00	SY	\$0.00	560.00	SY	\$3,612.00																																																																																																																
2a	Tree Clearing	SY	60	\$49.20	\$2,952.00	0.00	\$0.00	60.00	\$2,952.00	0.00	SY	\$0.00	60.00	SY	\$2,952.00																																																																																																																
3a	Culvert Removal	LF	140	\$9.00	\$1,260.00	66.40	\$597.60	73.60	\$662.40	0.00	LF	\$0.00	140.00	LF	\$1,260.00																																																																																																																
4a	8" Water Main	LF	1032	\$98.00	\$101,136.00	766.40	\$75,107.20	265.60	\$26,028.80	1032.00	LF	\$101,136.00	0.00	LF	\$0.00																																																																																																																
5a	8" Valve	EA	5	\$3,048.00	\$15,240.00	5.00	\$15,240.00	0.00	\$0.00	5.00	EA	\$15,240.00	0.00	EA	\$0.00																																																																																																																
6a	8" Cross	EA	1	\$1,338.00	\$1,338.00	1.00	\$1,338.00	0.00	\$0.00	1.00	EA	\$1,338.00	0.00	EA	\$0.00																																																																																																																
7a	8" Tee	EA	1	\$938.00	\$938.00	1.00	\$938.00	0.00	\$0.00	1.00	EA	\$938.00	0.00	EA	\$0.00																																																																																																																
8a	8" x 6" Anchor Tee	EA	1	\$978.00	\$978.00	1.00	\$978.00	0.00	\$0.00	1.00	EA	\$978.00	0.00	EA	\$0.00																																																																																																																
9a	8" x 6" Reducer	EA	1	\$561.00	\$561.00	1.00	\$561.00	0.00	\$0.00	1.00	EA	\$561.00	0.00	EA	\$0.00																																																																																																																
10a	1-1/4" Poly Water Service Lateral w/ Curb Stops	LF	139	\$190.00	\$26,410.00	89.90	\$17,081.00	49.10	\$9,329.00	139.00	LF	\$26,410.00	0.00	LF	\$0.00																																																																																																																
11a	8" Plug and Buttriss	EA	2	\$560.00	\$1,120.00	2.00	\$1,120.00	0.00	\$0.00	2.00	EA	\$1,120.00	0.00	EA	\$0.00																																																																																																																
12a	6" Hydrant Lead	LF	21	\$167.00	\$3,507.00	21.00	\$3,507.00	0.00	\$0.00	21.00	LF	\$3,507.00	0.00	LF	\$0.00																																																																																																																
13a	Hydrant & Valve assembly	EA	2	\$8,913.00	\$17,826.00	2.00	\$17,826.00	0.00	\$0.00	2.00	EA	\$17,826.00	0.00	EA	\$0.00																																																																																																																
14a	Connect to Existing	EA	2	\$2,352.00	\$4,704.00	1.00	\$2,352.00	1.00	\$2,352.00	0.00	EA	\$4,704.00	0.00	EA	\$0.00																																																																																																																
15a	12" RCP Culvert	LF	180	\$59.00	\$10,620.00	67.00	\$3,953.00	113.00	\$6,667.00	67.00	LF	\$3,953.00	113.00	LF	\$6,667.00																																																																																																																
16a	12" RCP End Section	EA	10	\$1,000.00	\$10,000.00	4.00	\$4,000.00	6.00	\$6,000.00	4.00	EA	\$4,000.00	6.00	EA	\$6,000.00																																																																																																																
17a	8" of 1-1/4" Crushed Limestone TB	SY	877	\$14.45	\$12,672.65	186.69	\$2,697.68	690.31	\$9,974.97	186.69	SY	\$2,697.68	690.31	SY	\$9,974.97																																																																																																																
18a	2" Asphalt Surface Course	SY	731	\$36.25	\$26,498.75	40.69	\$1,475.03	690.31	\$25,023.72	40.69	SY	\$1,475.03	690.31	SY	\$25,023.72																																																																																																																
19a	4" Asphalt Binder Course	SY	731	\$48.00	\$35,088.00	40.69	\$1,953.14	690.31	\$33,134.86	40.69	SY	\$1,953.14	690.31	SY	\$33,134.86																																																																																																																
20a	Asphalt Driveway Replacement	SY	173	\$11.60	\$2,006.80	106.88	\$1,239.83	66.12	\$766.97	106.88	SY	\$1,239.83	66.12	SY	\$766.97																																																																																																																
21a	Concrete Driveway Replacement	SY	26	\$148.50	\$3,861.00	26.00	\$3,861.00	0.00	\$0.00	26.00	SY	\$3,861.00	0.00	SY	\$0.00																																																																																																																
22a	30" Concrete curb and gutter	LF	537	\$57.80	\$31,038.60	0.00	\$0.00	537.00	\$31,038.60	0.00	LF	\$0.00	537.00	LF	\$31,038.60																																																																																																																
23a	Guardrail w/ short radius terminals	LF	30	\$153.00	\$4,590.00	0.00	\$0.00	30.00	\$4,590.00	0.00	LF	\$0.00	30.00	LF	\$4,590.00																																																																																																																
24a	Excavation below subgrade	CY	25	\$88.00	\$2,200.00	0.00	\$0.00	25.00	\$2,200.00	0.00	CY	\$0.00	25.00	CY	\$2,200.00																																																																																																																
25a	Seed / Fertilize / Mulch (including stockpiles)	SY	1550	\$2.15	\$3,332.50	838.76	\$1,803.33	711.24	\$1,529.17	838.76	SY	\$1,803.33	711.24	SY	\$1,529.17																																																																																																																
26a	Tracking Pad	EA	1	\$2,600.00	\$2,600.00	0.00	\$0.00	1.00	\$2,600.00	0.00	EA	\$0.00	1.00	EA	\$2,600.00																																																																																																																
27a	Erosion Matting	SY	1321	\$2.65	\$3,500.65	724.26	\$1,919.28	596.74	\$1,581.37	724.26	SY	\$1,919.28	596.74	SY	\$1,581.37																																																																																																																
28a	Ditch Check	EA	8	\$160.00	\$1,280.00	4.00	\$640.00	4.00	\$640.00	4.00	EA	\$640.00	4.00	EA	\$640.00																																																																																																																
29a	Sediment Log	EA	1	\$135.00	\$135.00	1.00	\$135.00	0.00	\$0.00	1.00	EA	\$135.00	0.00	EA	\$0.00																																																																																																																
30a	Topsoil Stripping	SY	1184	\$0.30	\$355.20	740.55	\$222.16	443.45	\$133.04	740.55	SY	\$222.16	443.45	SY	\$133.04																																																																																																																
31a	Common Excavation -Removal-Compaction	CY	650	\$24.20	\$15,730.00	650.00	\$15,730.00	0.00	\$0.00	650.00	CY	\$15,730.00	0.00	CY	\$0.00																																																																																																																
32a	Topsoil Placement	SY	1066	\$5.10	\$5,436.60	740.55	\$3,776.78	325.45	\$1,659.82	740.55	SY	\$3,776.78	325.45	SY	\$1,659.82																																																																																																																
33a	Compaction testing (allowance)	EA	1	\$2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	0.00	EA	\$0.00	1.00	EA	\$2,000.00																																																																																																																
34a	Mobilization	EA	1	\$17,180.00	\$17,180.00	0.50	\$8,590.00	0.50	\$8,590.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00																																																																																																																
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<table border="0" style="width:100%"> <tr> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> <td style="width:100%">\$10,500.00</td> <td style="width:100%">\$42,000.00</td> </tr> <tr> <td>0.80</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> <td>0.20</td> <td>EA</td> </tr> <tr> <td colspan="16" style="text-align:right">\$ 250,990.98</td> </tr> <tr> <td colspan="16" style="text-align:right">\$ 442,967.75</td> </tr> <tr> <td colspan="16" style="text-align:right">\$ 191,976.77</td> </tr> <tr> <td colspan="16" style="text-align:right">\$ 286,514.24</td> </tr> <tr> <td colspan="16" style="text-align:right">\$ 156,453.51</td> </tr> </table>																\$42,000.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	0.80	EA	0.20	EA	0.20	EA	0.20	EA	0.20	EA	0.20	EA	0.20	EA	0.20	EA	\$ 250,990.98																\$ 442,967.75																\$ 191,976.77																\$ 286,514.24																\$ 156,453.51															
\$42,000.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00	\$10,500.00	\$42,000.00																																																																																																																
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REPORT ON SPECIAL ASSESSMENTS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION
SCHEDULE C- ASSESSMENT COSTS

Water Main Assessment Portion			
Parcel Address	Assessable Frontage	Assessment Unit Rate	Main Assessment
1 7244 S. 49th Street	215.07 LF	\$ 133.82	\$ 28,780.67
2 7267 S. 49th Street	100.00 LF	\$ 133.82	\$ 13,382.00
3 4909 W. Minnesota Ave.	105.86 LF	\$ 133.82	\$ 14,166.19
4 4913 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
5 4932 W. Minnesota Ave.	150.00 LF	\$ 133.82	\$ 20,073.00
6 4939 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
7 4951 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
8 5000 W. Minnesota Ave.	101.00 LF	\$ 133.82	\$ 13,515.82
9 5003 W. Minnesota Ave.	113.00 LF	\$ 133.82	\$ 15,121.66
	1084.93		\$ 145,185.33

Services Assessment Portion											
Parcel Address	Laterals	Unit	Contract Price	Lateral Cost	TB Stone	Unit Price	Stone Cost	Contract Price	Unit Price	Stone Cost	Subtotal
1 7244 S. 49th Street	14.27	LF	\$ 190.00	\$ 2,711.30		SY	\$ 14.45	\$ -	SY	\$ 36.25	\$ 2,711.30
2 7267 S. 49th Street	17.56	LF	\$ 140.00	\$ 2,458.40		SY	\$ 12.50	\$ -	SY	\$ 133.00	\$ 2,458.40
3 4909 W. Minnesota Ave.	42.38	LF	\$ 140.00	\$ 5,933.20		SY	\$ 12.50	\$ -	SY	\$ 133.00	\$ 5,933.20
4 4913 W. Minnesota Ave.	43.77	LF	\$ 140.00	\$ 6,127.80		SY	\$ 12.50	\$ -	SY	\$ 133.00	\$ 6,127.80
5 4932 W. Minnesota Ave.	44.44	LF	\$ 190.00	\$ 8,443.60		SY	\$ 14.45	\$ -	SY	\$ 48.00	\$ 8,443.60
6 4939 W. Minnesota Ave.	18.60	LF	\$ 190.00	\$ 3,534.00		SY	\$ 14.45	\$ -	SY	\$ 48.00	\$ 3,534.00
7 4951 W. Minnesota Ave.	15.48	LF	\$ 190.00	\$ 2,941.20		SY	\$ 14.45	\$ -	SY	\$ 48.00	\$ 2,941.20
8 5000 W. Minnesota Ave.	30.47	LF	\$ 190.00	\$ 5,789.30		SY	\$ 14.45	\$ -	SY	\$ 48.00	\$ 5,789.30
9 5003 W. Minnesota Ave.				\$ 37,938.80			\$ -			\$ -	\$ 44,009.01

REPORT ON SPECIAL ASSESS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION
SCHEDULE D- PROPERTY ASSESSMENT SUMMARY

Parcel	Owner	Tax Key No.	Address	Total Assessment	Deferment Eligible?
1	Dennis P & Christine H Wimmer	759 0032 000	7244 S. 49th Street	\$ 31,925.78	NO
2	Joseph F & Rita Petrie	759 0022 001	7267 S. 49th Street	\$ 16,233.74	NO
3	Brian & Renee Bangart	759 0035 000	4909 W. Minnesota Ave.	\$ 21,048.70	NO
4	Home Path Financial, LP	759 0037 000	4913 W. Minnesota Ave.	\$ 20,490.25	NO
5	Robert L & Deborah A Turner	759 0023 000	4932 W. Minnesota Ave.	\$ 20,073.00	YES
6	John T & Noreen M Petrie	759 0038 000	4939 W. Minnesota Ave.	\$ 23,176.58	NO
7	Daniel F Distefano	759 0039 000	4951 W. Minnesota Ave.	\$ 17,481.44	NO
8	David & Barbara Gudgeon	759 0024 003	5000 W. Minnesota Ave.	\$ 16,927.61	YES
9	Daniel J Kennedy	759 0034 000	5003 W. Minnesota Ave.	\$ 21,837.25	NO

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 1, 2022
Reports & Recommendations	A MOTION TO RESCIND OR AMEND RESOLUTION 2017-7318 A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT ON 5000 BLOCK OF W. MINNESOTA AVENUE	ITEM NO. G.3.

BACKGROUND

On November 7, 2017, Common Council passed Resolution 2017-7318 that allowed a 3-lot Certified Survey Map to be created without the need to connect to public water, provided that when water is available, the home would have one-year to connect. The developer/owner is in the process of constructing the home.

Currently, there is consideration of a watermain project that would trigger the need to connect and the property owner is requesting that the City rescind the requirements stipulated in the resolution.

ANALYSIS

The previous Council Action is attached for review of the issues. There are three options for consideration of how to address the current request regarding Resolution 2017-7318.

1. Common Council could rescind the previous resolution. If a watermain project is constructed, this property would be treated like any other property under consideration for special assessment charges.
2. Common Council could amend the previous resolution to modify terms of the resolution. For example, instead of a one-year timeframe, connection might be required within ten years.
3. Common Council could take no action on the request and enforce the requirements stipulated therein. The current owner is the same person that made the commitments in 2017. One could note that he understood the conditional approval to develop a lot and construct a home on that lot, and proceeded with that understanding.

Of note, Staff met with the property owner, Mr. Gudgeon. He prefers to rescind the previous resolution. Furthermore, he is agreeable to participate in the W. Minnesota Avenue watermain project like the rest of the benefited properties.

OPTIONS:

- A) Rescind
- B) Reconsider
- C) No Action

FISCAL NOTE

This decision will have an impact on an anticipated special assessment report.

RECOMMENDATION

(Option A) Motion to rescind Resolution 2017-7318 a resolution to waive water extension to serve a lot on 5000 block of W. Minnesota Avenue.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO 2017-7318

A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY

WHEREAS, David Gudgeon and James L. Loudon have been working on a 3-lot land division on the property of the northeast corner of S. 51st Street and W. Minnesota Avenue, and

WHEREAS, Common Council approved the CSM with a condition that the applicant shall request that the City extend public water facilities to serve Lot 3. If rejected, Lot 3 may be developed with a private well-water system. A statement shall be added to Sheet 1 of the Certified Survey Map to indicate whether the land is being served by public sanitary sewer and water or public sanitary sewer only; and

WHEREAS, staff has determined that extension of the public water supply system to loop it through the neighborhood is burdensome for development of one created lot; and

WHEREAS, the owner, and its successors will be required to connect to public water within one year of construction of a public water main extended to the created lot.

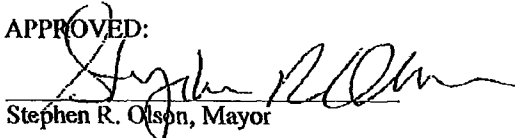
NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to waive water extension a lot in the 5000 block of W Minnesota Avenue at this time.

FURTHERMORE BE IT RESOLVED that the property owners of lot 3 be required to connect to public water within one year of construction of a public water main extended to the property.

Introduced at a regular meeting of the Common Council of the City of Franklin the 8th day of November, 2017, by Alderman Wilhelm.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 7th day of November, 2017.

APPROVED:


Stephen R. Olson, Mayor

ATTEST


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

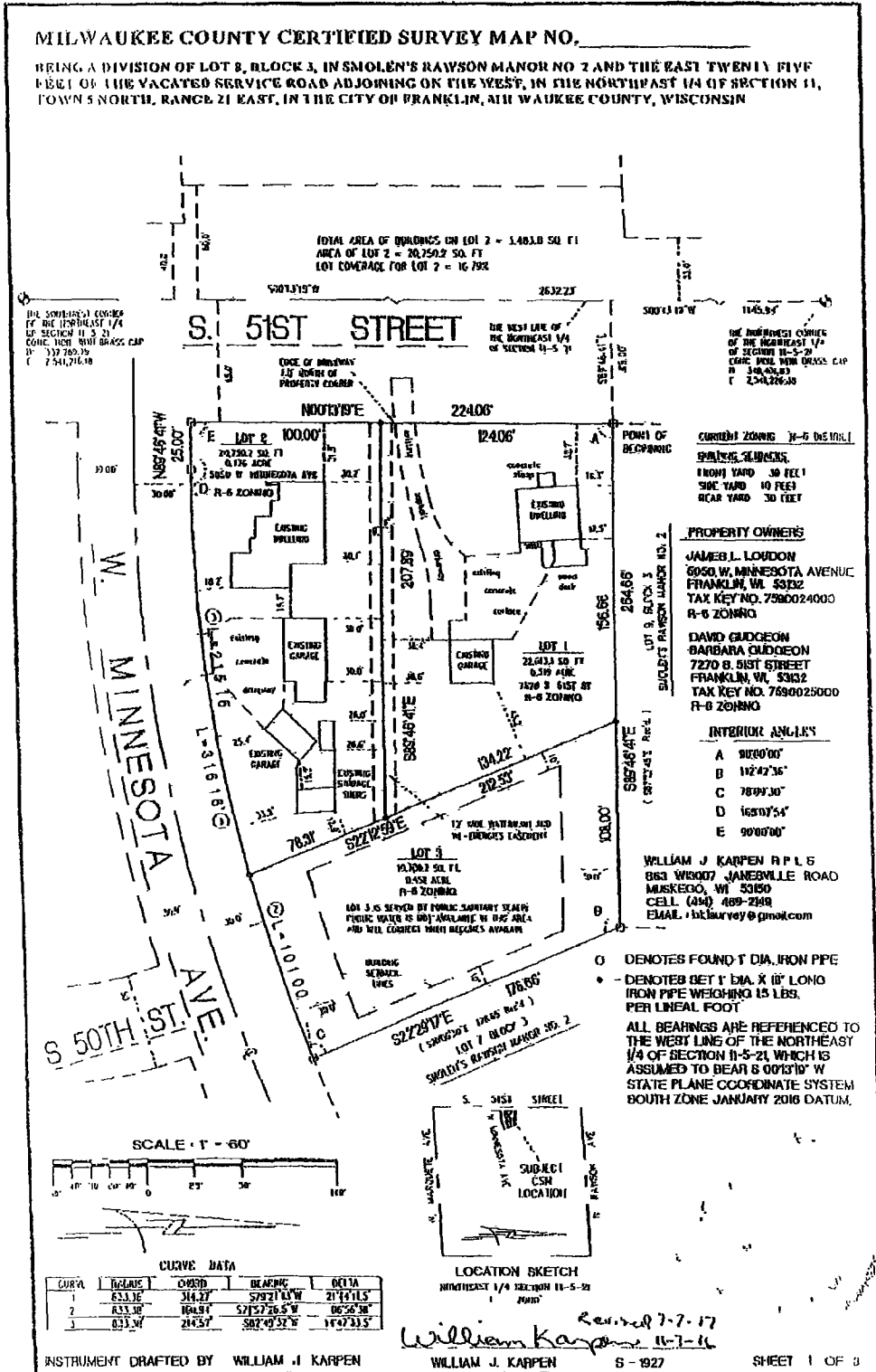
Franklin

11 1 1

reception

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LOT 2, BLOCK 3, IN SMOLEN'S RAWSON MANOR NO 2 AND THE EAST TWENTY FIVE FEET OF THE VACATED SERVICE ROAD ADJOINING ON THE WEST, IN THE NORTHEAST 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

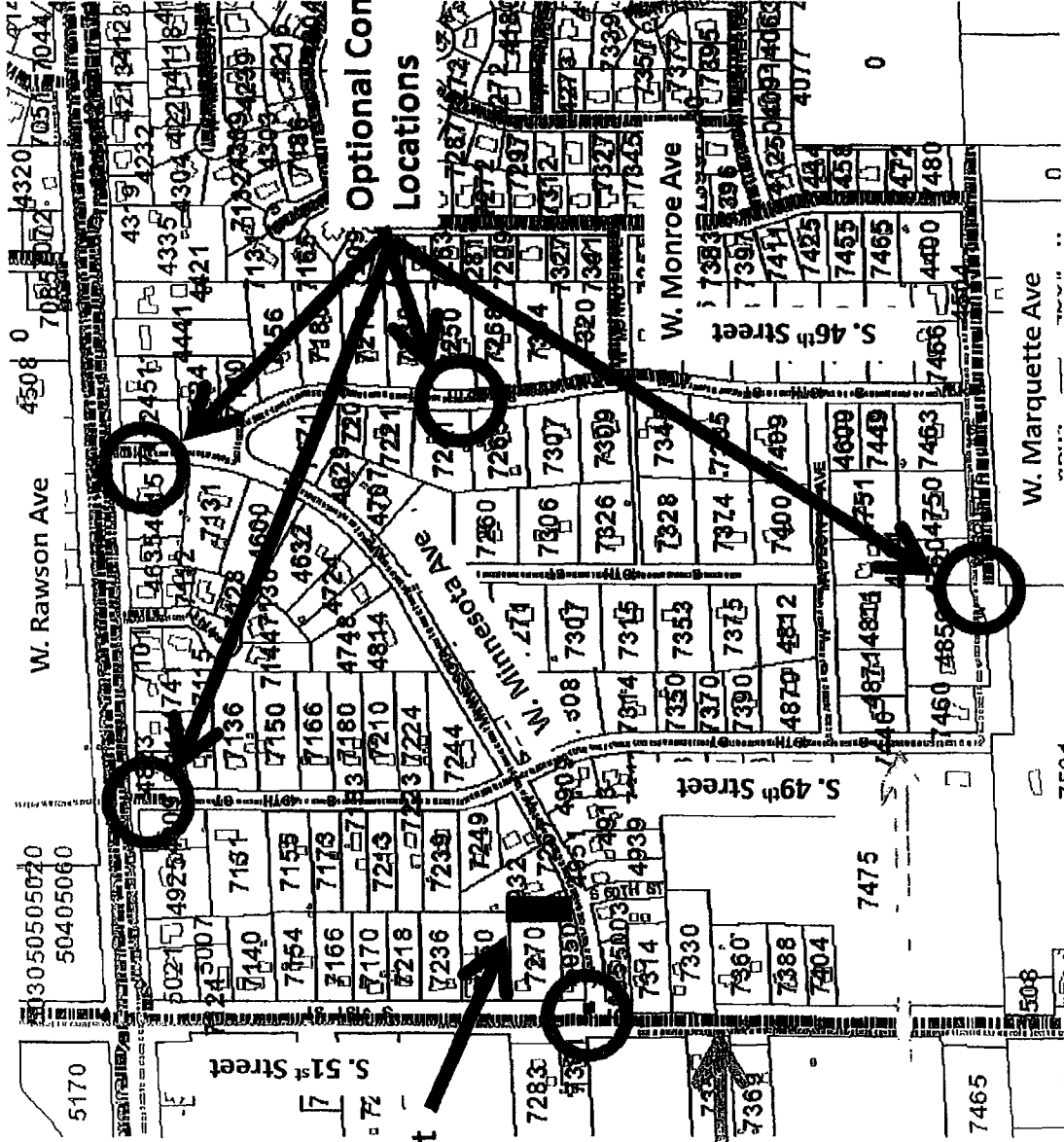


INSTRUMENT DRAFTED BY WILLIAM J. KARPEN

WILLIAM J. KARPEN

S - 1927

SHEET 1 OF 3

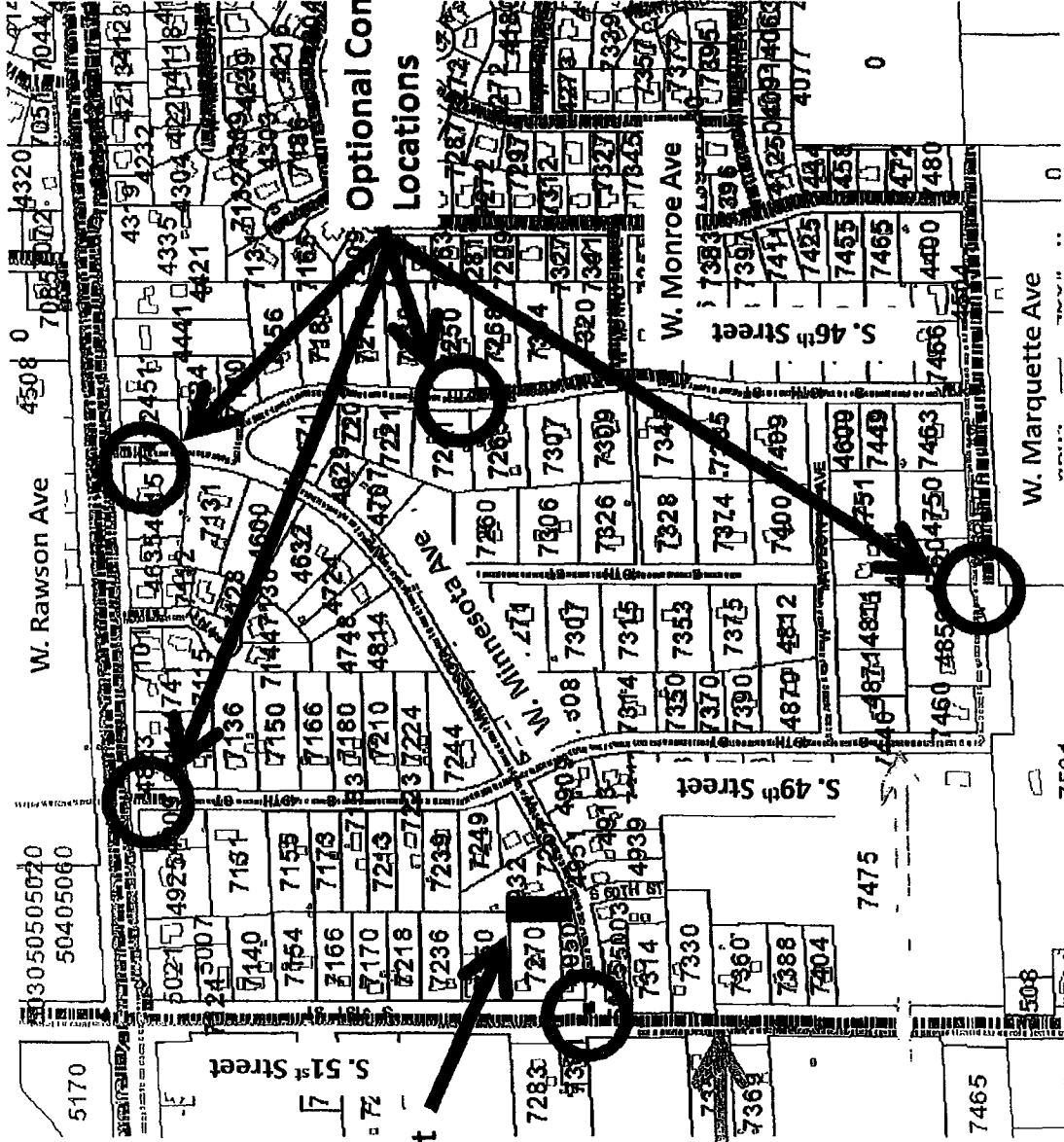


Optional Connection
Locations

New Lot

Triscom
1000
1000

1000
1000



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	REQUEST FOR COUNCIL ACTION TO DEVELOP A WATER MAIN EXTENSION PROJECT ALONG S. 50TH STREET AND W. MINNESOTA AVENUE AND AN ENGINEER'S REPORT FOR SPECIAL ASSESSMENT OF 4932, 4939, 4951, 5003 AND EMPTY LOT ON W. MINNESOTA AVENUE (TAX KEY NOS: 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, AND 759 0024 003)	ITEM NUMBER

BACKGROUND

On April 16, 2019, Common Council directed Staff to have an adjacent developer prepare cost estimates for design, permitting and construction of water main along S. 50th Street to W. Minnesota Avenue and to S. 51st Street and further to survey properties in the vicinity of S. 50th Street and W. Minnesota Avenue and S. 51st Street for interest in public water service.

Staff worked with the Alderwoman of the District on the attached survey to the residents

The letter was sent out the following addresses.

- 4932 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 4939 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 4951 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 5003 W Minnesota - Return Survey for/against new water main, subject to assessment*

- 5050 W Minnesota - (Some confusion- they are a current water customer)*
- 5055 W Minnesota - Survey not required, water available on 51st, no assessment*

New Lot on W Minnesota - Survey not required, must connect if extended, subject to assessment

As directed, Staff discussed the project budget with the adjacent developer. The cost for design in 2019 would be below \$20,000 as Franklin would ask the developer of Oakridge to provide the design in conjunction with their project located northeast of Marquette Avenue and S 51st Street. The cost for extension of the water main to be constructed in 2020 is estimated to be approximately \$120,000. Five property owners would be assessed in 2020 for an estimated \$86,000. Repayments over multiple years are likely.

ANALYSIS

Note that although the survey was sent out to seven properties, only four responses were expected. The expected responses were as follows.

- 2 NOT interested in having water service from the City of Franklin
 - 4932 W. Minnesota Avenue
 - 4939 W. Minnesota Avenue
- 0 May be interested in having water service available, please provide more information
- 1 Definitely interested in having Franklin water service
 - 5003 W. Minnesota Avenue
- 1 No Response
 - 4951 W. Minnesota Avenue

Note that under a private agreement, there is a shared well at 5003 W. Minnesota that also serves 4939, 4951, and 5055 W Minnesota. The property with the well that has to maintain the well should be given more weight in the survey. With the other construction activity in the neighborhood, including the reconstruction of S 50th Street, this is an ideal time to extend the water to these homes and eliminate well system(s) for the area.

OPTIONS

- A Direct Staff to develop engineer's report and other processes to develop a water extension project and special assess affected properties.
- B Decide not to proceed with a City-led water main project at this time
- C Refer back to Staff with further direction.

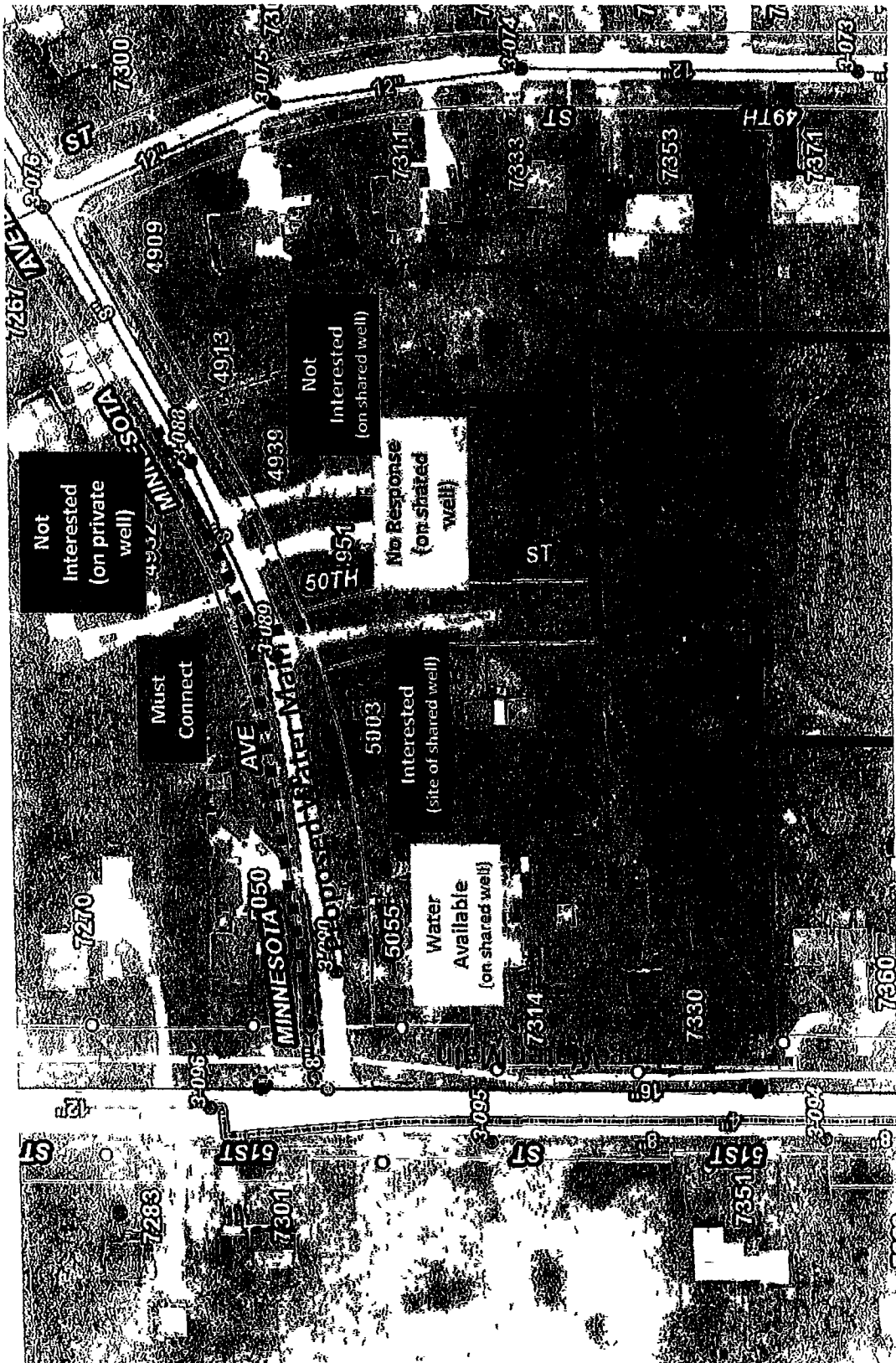
FISCAL NOTE

The Utility Development Fund has resources to fund a water main extension. The Capital Improvement fund has a \$500,000 appropriation for water main extensions

COUNCIL ACTION REQUESTED

(Option A) Direct Staff to develop a water main extension project along S. 50th Street and W. Minnesota Avenue and an Engineer's Report in accordance with Municipal Code Section 207-15 for special assessment of 4932, 4939, 4951, 5003 and empty lot on W. Minnesota Avenue (Tax Key Nos: 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, and 759 0024 003)

Engineering GEM



Not Interested (on private well)

Must Connect

Water Available (on shared well)

Interested (site of shared well)

No Response (on shared well)

Not Interested (on shared well)

MINNESOTA AVE
50TH ST
49TH ST
61ST ST
7270
7271
4909
4913
4939
4951
5003
5055
7314
7330
7360
7371
7373
7353
7333
7311
7301
7283
7301
7351
7360

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8-1-23
REPORTS & RECOMMENDATIONS	<p>A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A DUNKIN' DONUTS AND BASKIN-ROBBINS RESTAURANT IN A SINGLE BUILDING, WITH A DRIVE-THROUGH WHICH WRAPS THE BUILDING, UPON PROPERTY LOCATED AT 5444 WEST RAWSON AVENUE</p> <p>(BY KARDO RASHA, KARDO GROUP, APPLICANT, DEVO PROPERTIES/ RAWSON LLC, PROPERTY OWNER)</p>	ITEM NUMBER DISTRICT 5 H.9.

At the July 20, 2023 regular meeting, the Plan Commission carried a motion to recommend approval of this application for a Special Use to allow for a Dunkin' Donuts and Baskin-Robbins restaurant in a single building, with a drive-through which wraps the building. The lot is zoned M-1 Limited Industrial (§15-3.0309) and OL-2 General Business Overlay (§15-3.0306.C) Districts. Eating Places (SIC Code 5812) are an allowed use in both M-1 Limited Industrial and OL-2 General Business Overlay Districts; however, drive throughs require Special Use approval. The proposed drive-through use meets the requirements of the ordinance for a Special Use.

Pending Common Council's approval of the Special Use Permit, Planning Commission will review a final site plan during the building and site plan review process at a future meeting.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2023-_____, imposing conditions and restrictions for the approval of a Special Use for a Dunkin' Donuts and Baskin-Robbins restaurant in a single building, with a drive-through which wraps the building, upon property located at 5444 West Rawson Avenue, (BY KARDO RASHA, KARDO GROUP, APPLICANT, DEVO PROPERTIES/ RAWSON LLC, PROPERTY OWNER)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 6-29-23]

RESOLUTION NO. 2023-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A DUNKIN' DONUTS AND BASKIN-ROBBINS RESTAURANT IN A SINGLE BUILDING, WITH A DRIVE-THROUGH WHICH WRAPS THE BUILDING, UPON PROPERTY LOCATED AT 5444 WEST RAWSON AVENUE (BY KARDO RASHA, KARDO GROUP, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER)

WHEREAS, Kardo Rasha, Kardo Group having petitioned the City of Franklin for the approval of a Special Use for a Dunkin' Donuts and Baskin-Robbins restaurant in a single building, with a drive-through which wraps the building, upon property located at 5444 West Rawson Avenue, zoned M-1 Limited Industrial District and OL-2 General Business Overlay District. The property which is the subject of the application bears Tax Key No. 741-9996-001 and is more particularly described as follows:

Part of Lot 1, Certified Survey Map No. 8120, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 2, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 20th day of July, 2023, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meet the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Kardo Rasha, Kardo Group, for the approval of a Special Use for the property particularly described in the preamble to this

KARDO RASHA, KARDO GROUP – SPECIAL USE
RESOLUTION NO. 2023-_____

Page 2

Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Kardo Rasha, Kardo Group, successors and assigns, for a Dunkin' Donuts and Baskin-Robbins restaurant with a drive-through use, which shall be developed in substantial compliance with, and operated and maintained by Kardo Rasha, Kardo Group, pursuant to those plans City file-stamped January 15, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Kardo Rasha, Kardo Group, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Kardo Rasha, Kardo Group Dunkin' Donuts and Baskin-Robbins restaurant with a drive-through Special Use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Kardo Rasha, Kardo Group Dunkin' Donuts and Baskin-Robbins restaurant with a drive-through Special Use for the property located at 5444 West Rawson Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

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

KARDO RASHA, KARDO GROUP – SPECIAL USE
RESOLUTION NO. 2023-_____

Page 3

that or any other violation.

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

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

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

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

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 _____



REPORT TO THE PLAN COMMISSION

**Meeting of July 20, 2023
Special Use**

RECOMMENDATION: City Development Staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based on the recommended draft Resolution with conditions as attached.

Project Name:	Dunkin Donuts Baskin Robbins
Property Owner:	Devo Properties/Rawson LLC
Applicant:	Kardo Rasha, Kardo Group
Property Address/Tax Key Number:	5444 W Rawson Avenue/ 741 9996 001
Aldermanic District:	District 5
Agent:	Steven Kolber, Kolbrook Design, Inc.
Zoning District:	M-1 Limited Industrial and OL-2 Overlay
Use of Surrounding Properties:	M-1 Limited Industrial and OL-2 Overlay (east and west), M-1 Limited Industrial (north), M-2 General Industrial (south)
Application Request:	To allow for development of a restaurant with drive thru.
Staff Planner:	Marion Ecks, AICP

Background

The applicant is seeking a Special Use Permit for an approximately 2,000 sq. ft. Dunkin Donuts and Baskin Robbins restaurant with a drive-through at the property of 5444 W. Rawson Avenue. This site is noted as Lot 2 of a Certified Survey Map, which was recorded on May 12, 2023, and is currently vacant. The site plan included in the meeting packet is a conceptual plan. Pending Common Council’s approval of the Special Use Permit, Planning Commission will review a final site plan during the building and site plan review process at a future meeting.

SPECIAL USE

The lot is zoned M-1 Limited Industrial (§15-3.0309) and OL-2 General Business Overlay (§15-3.0306.C) Districts. Eating Places (SIC Code 5812) are an allowed use in both M-1 Limited Industrial and OL-2 General Business Overlay Districts; however, drive throughs require Special Use approval. The proposed drive-through use meets the requirements of the ordinance for a Special Use.

Staff notes the following:

- The applicant has provided required responses to, and complies with, the standards of §15-3.0701: General Standards for Special Uses.
- The development is consistent with the existing zoning requirements, and Future Land Use Comprehensive Master Plan intent for the district (§15-7.0102.M).
- The adjacent Jilly’s Car Wash received approval of a Special Use for a Drive Through on March 21, 2023.
- The conceptual Site Plan provides enough queuing space for cars to wait in the drive-through without encroaching on internal roads, exceeding the standards of Table 15-5.0203 which requires 7 queuing spaces per service lane.

- As part of the approval of the CSM for these properties, the property owner recorded a cross access easement to provide an internal street serving this parcel and providing access to the Jilly's development and undeveloped rear lot. The easement also connects to the Sendik's development to the east. A portion of the internal road is on this lot.
- This application is being developed using the Natural Resource Protection Plan (NRPP) (Division 15-7.0200) provided as part of the CSM for this property. The NRPP meets UDO requirements for Natural Resource Protection.

SITE COMPLIANCE

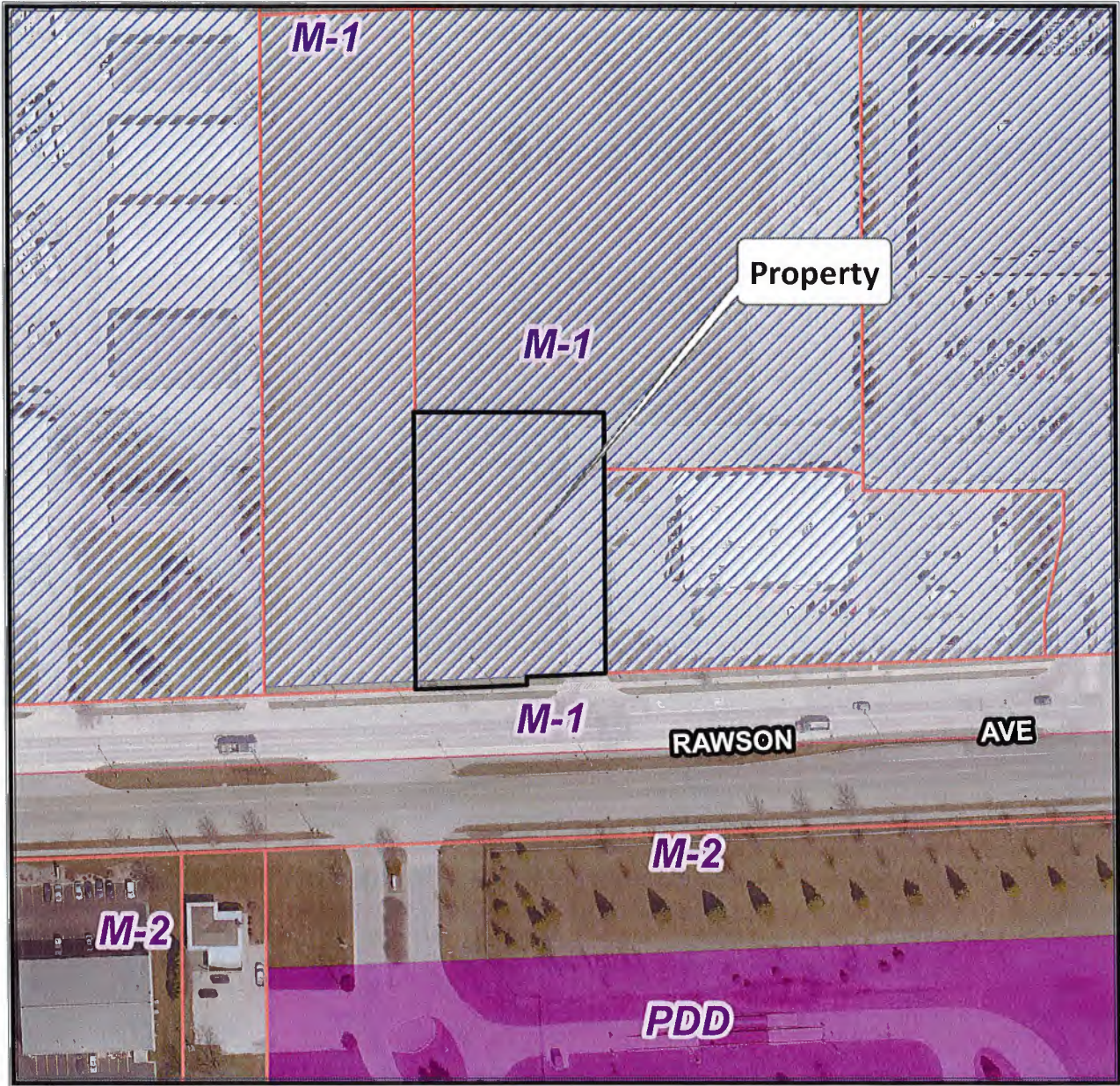
A site visit was not performed in preparation for this staff report because the land is currently vacant.

STAFF RECOMMENDATION

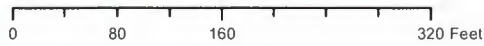
The Plan Commission may recommend, and the Common Council may impose, conditions and limitations on a Special Use application related to use, design and operation (§15-3.0701.D).

The Department of City Development staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based on the recommended draft Resolution as attached. The resolution reflects recommended conditions of approval.

5444 W. Rawson Ave.
TKN: 741 9003 000

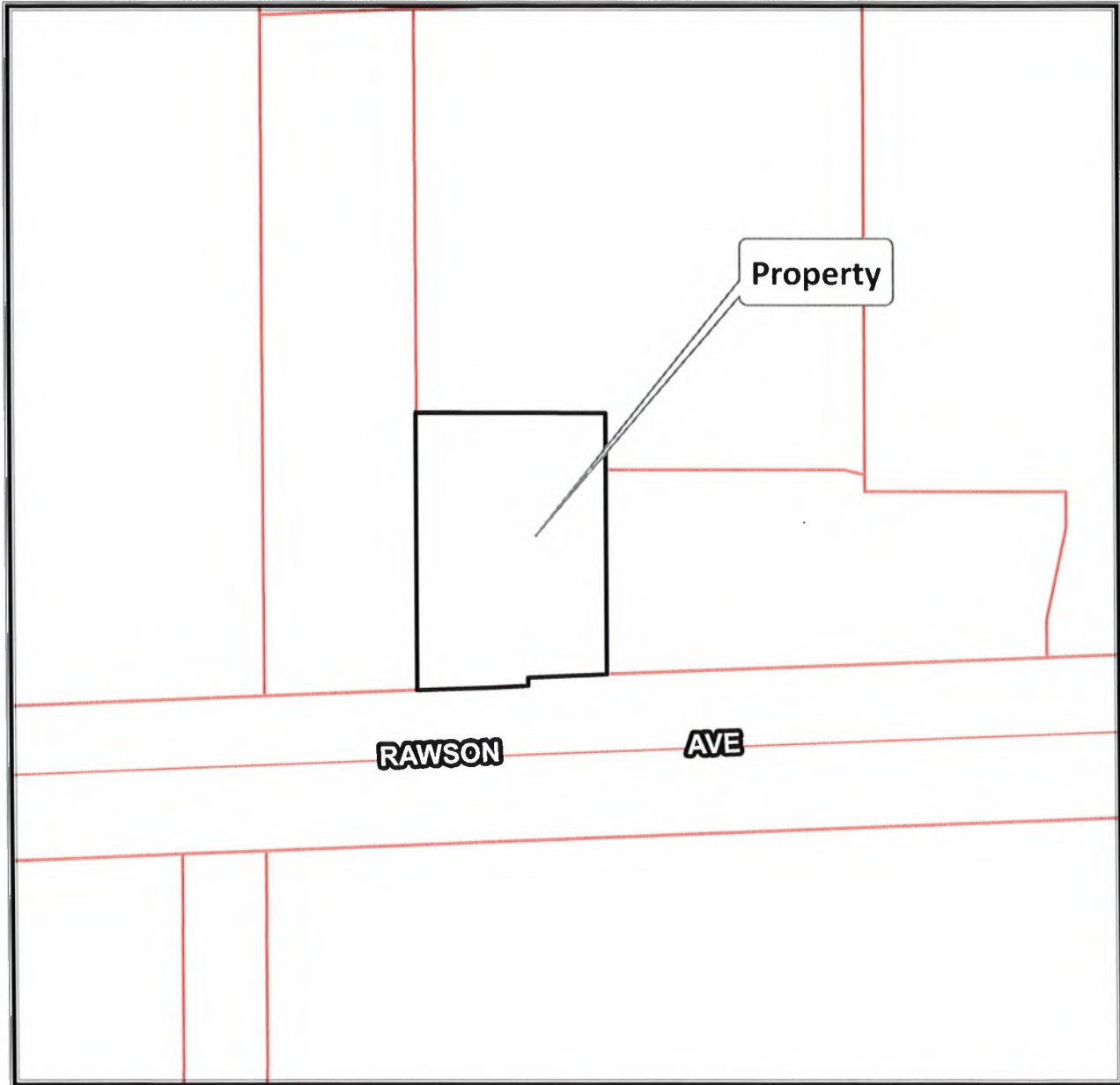


Planning Department
(414) 425-4024

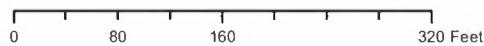


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

5444 W. Rawson Ave.
TKN: 741 9003 000



Planning Department
(414) 425-4024



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





December 11, 2022

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Project Narrative
Dunkin / Baskin Robbins
Vacant Lot at 5100 W. Rawson
Franklin, WI 53132

To Whom it May Concern:

Please accept this correspondence as the narrative for the project referenced above. We are looking for Site Plan approvals and a Special Use approval required for the drive-thru component for the proposed Dunkin / Baskin Robbins.

This facility will be the latest design offering by Dunkin / Baskin Robbins with full menus and an indoor dining area. There will be a single lane drive-thru with a queue capable of handling 11 vehicles prior to entering the parking area.

The building itself will be of wood construction w/ a typical insulated alum. storefront glazing system and brand standard cementitious panel cladding. Parapets built into roof trusses will hide all rooftop equipment and the dumpster enclosure will be of masonry construction.

We are proposing an exterior walk in cooler / freezer at this location as shown on the drawings.

The franchisee for this store has recently constructed similar facilities in Wales, WI and Cudahy, WI and is looking very forward to servicing the Franklin community as well!

If you have any questions or comments, feel free to reach out to me directly.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'SK', with a long horizontal line extending to the right.

Steven Kolber, AIA
Co-President / Principal
Kolbrook Design, Inc.
847-492-1992

828 Davis Street
Suite 300
Evanston, IL 60201

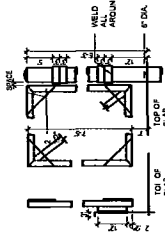
www.kolbrook.com

ENCLOSURE PLAN NOTES

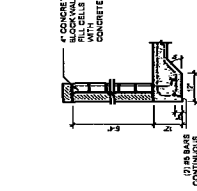
- 1. DEPT. OF TRASH ENCLOSURE APPROVAL REQUIRED FOR THIS DRAWING.
 - 2. 3/4" BOLT PERPENDICULAR TO FACE OF WALL ON THE INSIDE AND IS TO REMAIN IN PLACE.
- ENCLOSURE WALL SECTION NOTES**
- 1. MASONRY VENEER TO MATCH BUILDING MAS/2" ON 4" CONCRETE BLOCK WALL.
 - 2. 6" CONCRETE SLAB ON 6" CMU WITH #4 BARS AT 18" ON CENTER.
 - 3. 6" CONCRETE SLAB ON 6" CMU WITH #4 BARS AT 18" ON CENTER.
 - 4. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 5. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 6. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 7. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 8. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 9. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 10. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 11. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.
 - 12. 6" CONCRETE CARPET WITH #4 BARS AT 18" ON CENTER.

ENCLOSURE PLAN NOTES

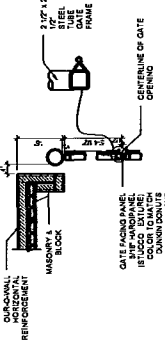
- 1. DEPT. OF TRASH ENCLOSURE APPROVAL REQUIRED FOR THIS DRAWING.
- 2. 3/4" BOLT PERPENDICULAR TO FACE OF WALL ON THE INSIDE AND IS TO REMAIN IN PLACE.



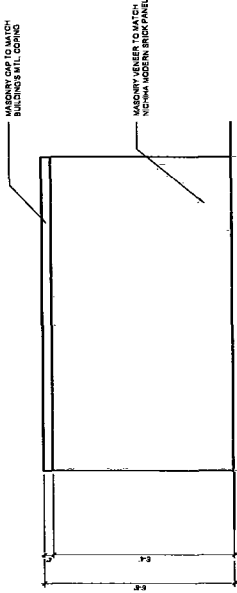
6 GATE ELEVATION
SCALE: 1/2" = 1'-0"



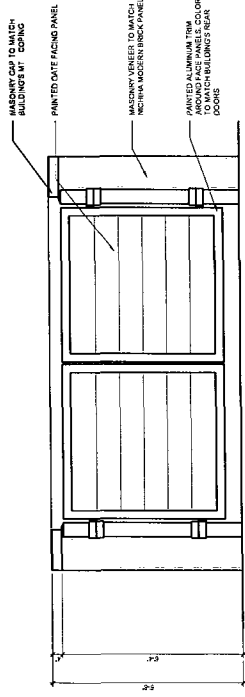
5 WALL SECTION
SCALE: 1/2" = 1'-0"



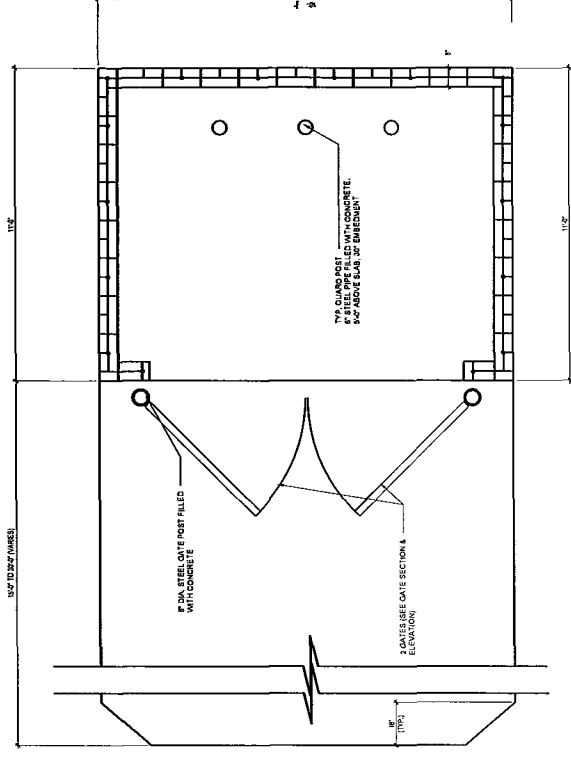
4 ENLARGED PLAN
SCALE: 1/2" = 1'-0"



3 ENCLOSURE SIDE ELEVATION
SCALE: 1/2" = 1'-0"



2 ENCLOSURE FRONT ELEVATION
SCALE: 1/2" = 1'-0"



1 TRASH ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"

PROJECT DUNKIN' / BASKIN FRANKLIN, WISCONSIN 1000 WEST WISCONSIN AVENUE WISCONSIN 53001		SHEET TITLE TRASH ENCLOSURE DETAILS AND NOTES SP2.0	
DRAWING NO. 2023-01		DATE 08/20/23	
PROJECT LOCATION 1000 WEST WISCONSIN AVENUE WISCONSIN 53001		SHEET NO. 2 OF 2	
DRAWN BY J. L. KELLY		CHECKED BY J. L. KELLY	
PROJECT NO. 2023-01		SCALE AS SHOWN	

Kolbrook design
 2000 W. WISCONSIN AVENUE
 SUITE 200
 MILWAUKEE, WI 53233
 TEL: 414.224.2200
 FAX: 414.224.2201
 WWW.KOLBROOKDESIGN.COM

kolbrook design
 200 EAST WISCONSIN AVENUE
 MILWAUKEE, WISCONSIN 53102
 TEL: 414.224.1111
 FAX: 414.224.1112

PROJECT: 18022111 - BASKIN ROBBINS
 SHEET NO. A5.2

FRANKLIN, WISCONSIN
 WALKER & BASKIN ARCHITECTS
 18022111 - BASKIN ROBBINS

DUNKIN' / BASKIN
 FRANKLIN, WISCONSIN
 PROJECT: 18022111 - BASKIN ROBBINS
 SHEET NO. A5.2

DATE: 11/11/22
 DRAWING TITLE: EXTERIOR ELEVATIONS
 DRAWN BY: S. GARNER
 CHECKED BY: J. L. BROWN
 SCALE: 3/16" = 1'-0"

EXTERIOR ELEVATIONS
 SHEET NO. A5.2
 DATE: 11/11/22
 DRAWN BY: S. GARNER
 CHECKED BY: J. L. BROWN





December 11, 2022

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: General Standards Responses
Dunkin / Baskin Robbins
Vacant Lot at 5100 W. Rawson
Franklin, WI 53132

Please find the responses for the General Standards as listed below for the project referenced above.

15-3.0701

A. General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. Ordinance and Comprehensive Master Plan Purposes and Intent. The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: We believe that the Dunkin / Baskin will be harmonious with the other service oriented facilities within the general development. The Sendiks, CVS, future car wash and Dunkin Baskin will work well together for the community.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: The adjacent properties are all of consumer service functions with which the proposed Dunkin / Baskin will fit in well. In our opinion there will be no adverse impact as we feel the Dunkin / Baskin will be an additional draw to the development.

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response: We are confident that the design of the Dunkin /Baskin will not impact the adjacent properties. A very long queue (with room to extend within parking if necessary) will keep traffic far from shared roads. The future car wash to the west and the CVS to the east will not be impacted by the Dunkin / Baskin daily business.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: All utilities necessary for the successful completion of the Dunkin / Baskin are already on site. The access road leading to Rawson Ave. to the east exists and we are using the existing curb cuts for ingress / egress accordingly. Easy access to the site is of course a positive aspect of this location and the community will have no issues finding and experiencing the Dunkin / Baskin.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: We are extremely confident based on past experience with Dunkin / Baskin that the single lane queue as designed for the drive thru is generous in length and will cause no traffic issues on our site, and out to the existing access road.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: The current site is fairly level as it exists. There will be no loss of any natural, scenic, or historical features.

7. Compliance with Standards. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: We feel confident and can assure that the Special Use we are requesting for the Drive Thru shall conform as required to applicable regulations. We are looking forward to working with staff, Common Council, and the Plan Commission throughout the process to entertain and comply with additional standards that may be imposed.

B. Special Standards for Specified Special Uses. When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in § 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: Understood.

C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. Public Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: We feel that the addition of a new Dunkin / Baskin at this location will provide great benefit and convenience to the community. The remainder of the development offers services and retail goods that a Dunkin / Baskin will certainly compliment.

2. Alternative Locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: Before engaging in the process of Site Plan and Special Use approvals, the site has been well examined and vetted by Dunkin Corporate (Inspire Brands) for approvals to ensure

that this location is the best fit for the Dunkin / Baskin concern. The franchisee for this location operates many stores in Wisconsin and has just built new stores in Cudahy, WI and Wales, WI and feels that this location in Franklin is a perfect fit.

3. Mitigation of Adverse Impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response: We feel that the site design serves the site well to handle drive-traffic and parking as required. The store design itself is the latest offering by Dunkin and has been well vetted nationwide to provide great customer service in a comfortable setting.

4. Establishment of Precedent of Incompatible Uses in the Surrounding Area. Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response: We feel strongly that the Dunkin / Baskin fits in well with the current surrounding offerings and future planned projects. The impact of the Dunkin / Baskin will not encourage more aggressive development that is not already present (or planned) on the adjacent sites.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 1, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Tess Creek Estates, Located at W. Forest Home Avenue (CTH OO) and S. Pacific Street (TKNs 751 9001 000 and 796 9987 001)	ITEM NO. Ald. Dist. 6 13.10.

BACKGROUND

Pursuant to the approval of the Tess Creek Estates subdivision, it is necessary to enter into a subdivision development agreement (SDA), at an estimated cost of improvements to the developer of \$1,263,045.00.

The final plat for the subdivision was approved by Common Council on March 7, 2023 (Resolution 2023-7953).

The developer is Servi Investments, LLC.

ANALYSIS

This agreement provides for the necessary public improvements required for the Tess Creek Estates subdivision. Included in the agreement is the extension of public roads, storm sewer, sanitary sewer, and water main throughout the site.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the SDA with specific items contained in Exhibit "E" attached.

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2023-_____ a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Tess Creek Estates subdivision, located at W. Forest Home Avenue (CTH OO) and S. Pacific Street (TKNs 751 9001 000 and 796 9987 001)

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF TESS CREEK ESTATES, LOCATED AT W. FOREST HOME AVENUE (CTH OO) AND S. PACIFIC STREET (TKNS 751 9001 000 AND 796 9987 001)

WHEREAS, the Common Council at its regular meeting on March 7, 2023, recommended approval of the subdivision final plat; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the Tess Creek Estates subdivision; and

WHEREAS, Servi Investments, LLC, the developer of the subdivision is willing to complete the installation of the improvements provided for in the Subdivision Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

TESS CREEK ESTATES

June 2023

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between Servi Investments, LLC, a Limited Liability Company, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E"

3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) One Million, Two Hundred Sixty-Three Thousand, Forty-Five Dollars and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$1,263,045.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the

City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City
9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
- (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;

- (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

<p>A. General/Commercial Liability <i>To be provided by the Subdivider's contractor, MJ Construction, Inc.</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>B. Automobile Liability <i>To be provided by the Subdivider's contractor, MJ Construction, Inc</i></p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C. Contractor's Pollution Liability <i>To be provided by the Subdivider's contractor, MJ Construction, Inc</i></p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>D. Umbrella or Excess Liability</p>	<p>\$10,000,000 per occurrence for bodily injury,</p>

Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability <i>To be provided by the Subdivider's contractor, MJ Construction, Inc.</i>	personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability <i>To be provided by the Subdivider's contractor, MJ Construction, Inc</i>	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions) <i>To be provided by the Subdivider's subcontractor, CJ Engineering LLC</i>	\$2,000,000 single limit

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19 Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other

remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by John R. Nelson, Mayor, and Karen L. Kastenson, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: Ken Servi
Servi Investments, LLC

By: Ken Servi
Name: Ken Servi
Title: Developer

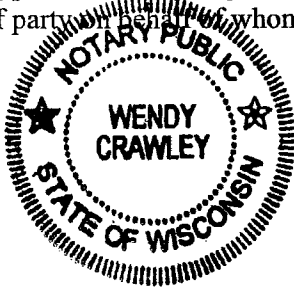
Party of the First Part

STATE OF WISCONSIN)

)ss.
Waukesha COUNTY)

Personally came before me this 30 (day) of June, 20 23, the above named Ken Servi of Hartland and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said Limited Liability Co. by its authority
or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed)



Wendy Crawley
Name printed Wendy Crawley
Notary Public Waukesha County, WI
(My commission expires 12-14-25)

CITY OF FRANKLIN

By: _____

Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

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

Party of the Second Part

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES

<p>LEGAL DESCRIPTION OF SUBDIVISION</p>

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

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the Tess Creek Estates Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1 Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
- 2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 3 Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S
- 5 Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City *S

6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S
7. Laterals and appurtenances from water main to the street line, one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City *C
18. Street signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207 15. Special assessments, of the Municipal Code.

V STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of any retaining wall of three feet in height or more shall be completed and sealed by a licensed professional engineer, registered in the State of Wisconsin.

D Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions"

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B Names

The names of all streets shall be approved by the City Engineer.

C Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stone base and 4-inches of Hot Mix Asphalt (HMA) binder course prior to Subdivision certification. The 2-inches of HMA surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City

VII. EASEMENTS

A Drainage

1. All drainage easements dedicated to the public shall be improved as follows.

- a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
- a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A Building Permits

1. No building permits shall be issued until:
- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Storm water management facilities have been rough grade certified and approved.
 - c) Streets and lots have been rough graded and approved, concrete curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision rear lot monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B Occupancy Permits

1. No temporary occupancy permits shall be issued until:
- a) Streets have been paved except for the final lift of asphalt.

- b) The gas, telephone and electrical services have been installed and are in operation.
- c) The water system is installed, tested and approved.
- d) The site is stabilized and all storm water management facilities have been re-certified and approved
- e) All Subdivision front lot monuments have been set.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
TESS CREEK ESTATES

ESTIMATED IMPROVEMENT COSTS

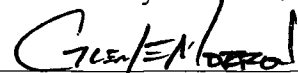
All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows.

DESCRIPTION	COSTS
Erosion Control	\$237,000.00
Sanitary System	\$226,635.00
Water System	\$213,545.00
Storm Sewer System	\$82,463.00
Paving (including sidewalk)	\$197,778 00
Street Trees (20 x \$400/tree)	\$8,000 00
Street Lights () @ approximately \$5,000/ea	N/A
Street Signs	\$1,039.00
Underground Electric, Gas and Telephone	N/A
Storm Water Management	\$27,985.00
SUBTOTAL	\$994,445.00
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	\$69,600.00
Contingency Fund (20% of Subtotal)	\$199,000 00
TOTAL	\$1,263,045 00

Total One Million, Two Hundred Sixty-Three Thousand, Forty-Five Dollars and 00/100 Dollars

APPROVED BY



Date

5-23-2023

Glen F. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for zero (0) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8 0203H.1. through 5. of the Unified Development Ordinance
4. The Subdivider agrees to pay the City for street trees planted by the City in 20 locations at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site

to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. Prior to commencing any land disturbance, the Subdivider shall employ a forestry expert approved by the City Forester to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
11. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
12. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
13. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
14. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
15. The Subdivider shall construct W Tess Creek Street to the east limits of the subdivision and install a temporary turnaround cul-de-sac at the end of W Tess Creek Street. At the time when the City determines the extension of W Tess Creek Street beyond the east boundary of the subdivision is necessary, the Subdivider shall remove the temporary turnaround cul-de-sac and install the continuation of W Tess Creek Street to the east property line, including but not limited to hot mix asphalt pavement, stone base, concrete curb and gutter, concrete sidewalk, concrete driveway apron for lot 9, concrete driveway apron for lot 16, concrete driveway apron for lot 17, any utility adjustments required, and any grading, landscaping, and restoration required.

16. Construction Requirements:

- a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer
- d) All traffic shall enter the site from W. Forest Home Avenue (CTH OO).

17 The Subdivider shall provide for the connection to the existing Pacific Street and install any necessary curb and gutter and pavement

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
TESS CREEK ESTATES

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets:	
Construction	CITY OF FRANKLIN
Materials	
Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 1, 2023
REPORTS AND RECOMMENDATIONS	A Resolution to Amend Resolution No. 93-3956, A Resolution Establishing Document Reproduction Charges, to Remove a Charge No Longer Being Applied and to Add the Cost of Flash Drives	ITEM NUMBER B.11.

Annexed hereto is a copy of Resolution No. 93-3956, to be amended, and a draft copy of the above entitled Resolution to provide the amendment. City staff will be present at the meeting to answer any questions.

COUNCIL ACTION REQUESTED

Motion to adopt A Resolution to Amend Resolution No. 93-3956, A Resolution Establishing Document Reproduction Charges, to Remove a Charge No Longer Being Applied and to Add the Cost of Flash Drives.

RESOLUTION NO. 2023-_____

A RESOLUTION TO AMEND RESOLUTION NO. 93-3956, A RESOLUTION ESTABLISHING DOCUMENT REPRODUCTION CHARGES, TO REMOVE A CHARGE NO LONGER BEING APPLIED AND TO ADD THE COST OF FLASH DRIVES

WHEREAS, the Common Council having adopted Resolution No. 93-3956, A Resolution Establishing Document Reproduction Charges, on January 22, 2013; and

WHEREAS, upon a review of Resolution No. 93-3956 with regard to a recent adopted amendment to Municipal Code §72-4F.(5), pertaining to the cost of locating records upon a request for same, staff determined and recommended some minor changes should be made to update Resolution No. 93-3956, including the deletion of a \$.70 charge for the first page of a record copy, which has not been charged in processing record requests for years, and the inclusion of the costs for a flash drive used to accumulate, contain and deliver records; and

WHEREAS, the Common Council having reviewed the amendments recommended by staff and having found same to be reasonable and in compliance with the Wisconsin Open Records Law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 93-3956, A Resolution Establishing Document Reproduction Charges, be and the same is hereby amended, specifically with regard to “Photo copying”: delete “\$.70 1st copy”, and amend “\$.15 each addnl. \$.20 each addnl. 2 sided” to read “\$.15 per page \$.20 per 2 sided page”; and specifically with regard to the “Activity” and “Charge” columns, add “Flash Drive” and “Cost plus materials”, respectively.

BE IT FURTHER RESOLVED, that all terms and conditions of Resolution No. 93-3956, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

APPROVED:

John R. Nelson, Mayor

AMEND RESOLUTION NO. 93-3956

RESOLUTION NO. 2023-_____

Page 2

ATTEST:

Karen L. Kastenson, City Clerk

AYES ___ NOES ___ ABSENT ___

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 93- 3956

A RESOLUTION ESTABLISHING DOCUMENT REPRODUCTION CHARGES

WHEREAS, Section 19.35(3), Wis. Stats. provides that the City may establish a fee to recover the actual cost of reproduction, transcription, photographing, and mailing any document or record; and,

WHEREAS, the Common Council is desirous of establishing a uniform and equitable policy to provide for the recovery of such cost as allowed by law; and,

WHEREAS, the Business Administrator has submitted a report documenting the cost of providing document reproduction services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin that the charges for document reproduction services be as follows:

<u>Activity</u>	<u>Charge</u>
Photo copying	\$.70 1st copy, \$.15 each addnl. \$.20 each addnl. 2 sided
Oversized	\$1.00 1st sq. ft., \$.25 ea. addnl. sq. ft.
Computer Reports	\$4.00 plus \$.10 per page
Labels	\$4.00 plus \$.01 per label
Audio Tapes	\$4.00 plus tape cost
Certification	\$4.00 plus photo copy cost
Postage	Cost plus materials

BE IT FURTHER RESOLVED that the Business Administrator be and is hereby authorized to pre-set the cost of code books and other pre-assembled documents and establish costs for records requests not anticipated herein all in accordance with the general policy established herein and Wisconsin Statutes.

BE IT FURTHER RESOLVED that the department head may waive reproduction services charges as necessary to achieve the purposes as set forth in the statutes.

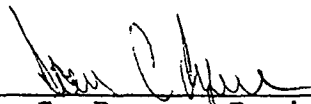
Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of April, 1993 by Alderman Roberts.

Passed and adopted by the Common Council of the City of Franklin on the 5th day of April, 1993.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


James C. Payne, Business Administrator

AYES 5 NOES 0 ABSENT 1 (Ald. Mayer)

NOTICE OF
OPEN RECORDS POLICY

Pursuant to Chapter 19, Subchapter II, Wisconsin Statutes the following information regarding the policy and procedures of the City of Franklin relative to the accessibility of public records is made available for the guidance of the public.

- Organization:** The City of Franklin is a political subdivision of the State of Wisconsin and subject to all open records regulations of the State.
- Legal Custodian:** The City Business Administrator/Clerk is the legal custodian of all public records of the City of Franklin.
- Access to Records:** Public records of the City of Franklin may be viewed at any time during normal business hours in the department or office having physical custody of such records. Normal business hours are 8:30 a.m. to 5:00 p.m. Monday through Friday except holidays.
- Records
Reproduction:** Copies of public record may be obtained by oral or written request to the department or office having physical custody of a record or records or to the legal custodian. Such requests are subject to the payment of reproduction fees.
- Reproduction Fee:** Fees for copying or otherwise obtaining reproductions of public records are as set forth in Resolution No. 93-3956 and annexed hereto.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 1, 2023
Reports & Recommendations	A Motion to Authorize Staff to Advertise for Bids for the Rehabilitation of Playing Courts at Lions Legend Park I	ITEM NO. Ald. Dist. 2 B. 12.

BACKGROUND

Pursuant to Municipal Code section 19.11 and Wis. Stat. 62.15, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The 2023 Capital Improvement fund includes \$285,000 for Tennis Court Repairs in the Park Improvements Category. This amount assumed that five tennis/pickleball courts would have the surfaced milled, crack remediation, and asphalt overlay with striping. The intent was not to do a complete restoration, but a “nice Band-Aid” that should provide serviceable courts for 10-15 years.

After discussion at the July 10, 2023 Parks Commission meeting, the Parks Commission moved to recommend to Common Council to fully rehabilitate Lions Legend Park I courts and convert the existing tennis courts to pickleball courts.

ANALYSIS

The full rehabilitation of the courts at Lions Legend Park I would cost approximately \$240,000, based on the current estimate, and would place the Legend I courts out of commission for at least 6 to 8 weeks. Any remaining funds could be used to do minor improvements at one of the other courts (for example - installing underdrain system along the east half of the existing Pleasant View Park Tennis/Pickle Ball court).

The work would include pulverizing and repaving the playing surface, full color coating, new fencing, new net posts, and drainage improvements as needed. The plans and specifications are still in progress, but the intention would be to advertise for bids as soon as they are complete so the project can be awarded and construction can occur in 2023.

The result of this project would potentially provide the City with 10 new pickleball courts.

OPTIONS

- A. Authorize Staff to advertise and bid a contract for the rehabilitation of playing courts at Lions Legend Park I. Note that the bids will return to Common Council for awarding contracts.

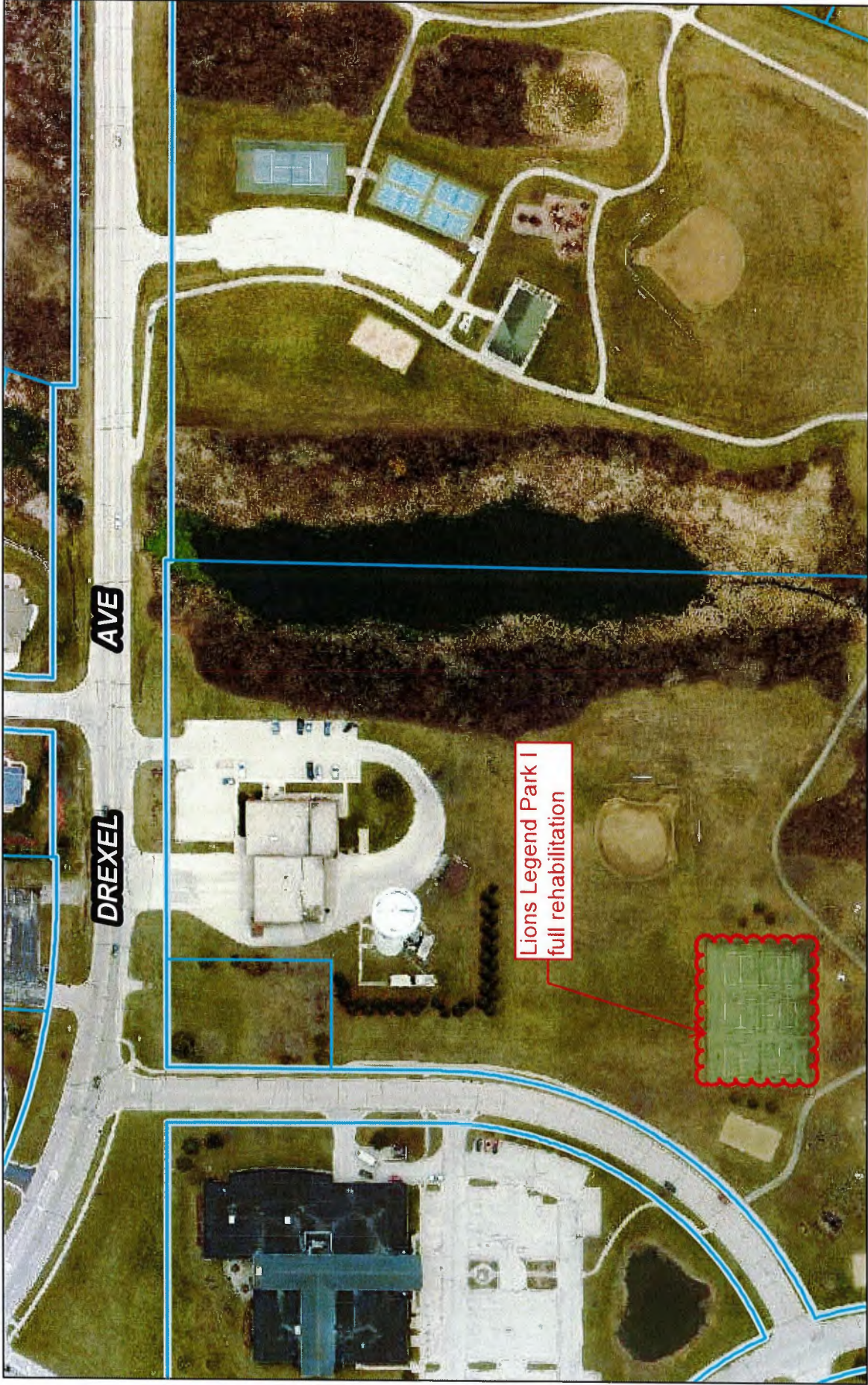
FISCAL IMPACT

The 2023 Capital Improvement fund includes \$285,000 for Tennis Court Repairs in the Park Improvements Category (46-0551-5832). The current project estimate is approximately \$240,000.

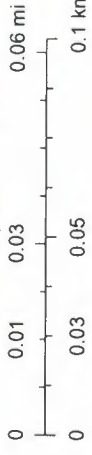
RECOMMENDATION

A motion to authorize Staff to advertise for bids for the rehabilitation of playing courts at Lions Legend Park I.

City of Franklin Property Viewer



1:2,500



SEWRPC, Maxar, Microsoft, City of Franklin, WI

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/2023
REPORTS & RECOMMENDATIONS	Adjustment of Sick Leave and Holiday Benefits for the Fire Battalion Chiefs to more closely align with benefit changes for the Fire Union Members	ITEM NUMBER H.13.

During two of our past contract negotiations with the Franklin Fire Union, benefits regarding sick leave and holidays were adjusted. The City always intended to adjust the Battalion Chief's benefits accordingly, but this has not yet been done.

This item was brought to the Personnel Committee at their meeting on 7/17/23 and they unanimously recommend approval.

Sick Leave Benefit:

Benefited City employees earn 1 sick day per month. For most employees, this is 8 hours per month. This benefit for Fire Union employees and Battalion Chiefs was 24 hours per month, as they work a 24-hour shift. However, they are only scheduled approximately 10 days per month, whereas most employees work about 21 days monthly. Thus, the Fire benefit was approximately twice the value of the benefit received by other City employees.

During negotiations for the 2013-2015 Fire Labor Agreement, it was agreed to cut the sick leave benefit in half, and union membership has received 12 hours of sick leave per month since 1/1/2013.

Staff proposes making the same adjustment for the Battalion Chiefs, effective 1/1/2024. The following changes would be incorporated into the Employee Handbook Sick Leave language:

Extended-term employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months and have successfully completed a standard introductory period. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. ~~Similarly,~~ Fire Department command staff that work a 24-hour shift will accrue paid sick leave at 1/2 working day (12 hours) for each full month of service. Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month an employee receives pay for at least ~~the ten~~ (10) days. For Fire Command staff that work a 24-hour shift, a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Holiday Benefit:

Similarly, the Fire Union members and the Battalion Chiefs receive a holiday benefit about twice the value of other employees. (Fire Union employees receive 13 holidays. Based on working approximately 122 days/year, they receive holiday pay for 10.66% of their work shifts. Battalion Chiefs receive 14 holidays which equals 11.5% of their work shifts. Most non-represented employees receive 14 holidays. Based on the normal 260 working days per year, they receive holiday pay for only 5.38% of their work shifts.)

The Fire Department attempted to reduce these holidays to help reduce the overtime needed to cover these absences and improve staffing levels. Although the number of holidays was not able to be reduced, we did reduce the amount of overtime necessary to fill some of these shifts. In the last negotiations for the 2021 – 2023 labor agreement, it was agreed to require some of the holidays to be paid out. This was originally 2 holidays that would be paid out. It has now moved to 3 holidays and that number will carry forward. All Fire Union employees are paid for 3 holidays at the beginning of the year. That reduces the number of personnel off work and we don't have to backfill the position by paying overtime. In addition, employees can sell back additional holidays if they so choose.

The intent was also to make this same provision effective for the Battalion Chiefs. Staff recommends making this effective 1/1/24 and propose adding the following language to the Vacation section in the Employee Handbook:

Beginning 1/1/24, Fire Command Staff that work a 24-hour shift will be paid out for at least three (3) of the stated holidays (not personal days) rather than receiving time off for said holidays and they may use the remaining stated holidays off with pay. Employees may request to receive more than three holidays and their personal days as pay rather than taking the holidays and personal days as time off, up to the maximum number of holidays earned. The stated holidays required to be taken in pay shall be paid on the first full pay period in January. All remaining unscheduled/unused holidays as of 11/15 of each year will be paid out on the first pay period of December each year.

COUNCIL ACTION REQUESTED

Recommended Motion: Motion to recommend to Common Council the implementation of the above two benefit changes for the Battalion Chiefs effective 1/1/2024 and authorization to insert the above-recommended language changes into the Employee Handbook.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 8/1/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval to Remove Listed Trustee from the City of Franklin Defined Contribution Pension Plan and to Appoint New Trustees</p>	<p style="text-align: center;">ITEM NUMBER M.14,</p>

Although Principal, the vendor for our Defined Contribution Pension Plan, had been informed to remove access to the plan for two former employees, those employees are still listed as Plan Trustees.

Principal needs a formal letter, signed by a City official, along with minutes authorizing the change, to change the Plan Trustees officially.

Staff requests authorization to remove the names of Peggy Steeno and Paul Rotzenberg as Trustees and to add the names of Kelly Hersh and Danielle Brown as Trustees.

COUNCIL ACTION REQUESTED

Recommended Motion: Motion to authorize the removal of Peggy Steeno and Paul Rotzenberg as Trustees of the Defined Contribution Pension Plan, to add the names of Kelly Hersh and Danielle Brown as Trustees, and to authorize a City Official to submit a formal letter to Principal to make this change.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 8/1/2023</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Strategy for Updating the Classification & Compensation Study</p>	<p align="center">ITEM NUMBER A. 15.</p>

At their meeting on 7/17/2023, the Personnel Committee discussed the non-represented employee's classification and compensation pay plan.

The Committee discussed that an updated Compensation Study was needed, but a new Classification Study was not. Staff can recommend minor adjustments to the plan as needed, which the Personnel Committee will review later. It was recommended to start a Compensation Study thru a consultant as soon as possible. The following motions were made:

Motion by Alderman Barber and seconded by Member Emmons to table the discussion regarding the compensation plan until the January 2024 meeting so that discussion can be held after the consultant receives the report and that the results can be put into the next year's budget. Motion Carried: Ayes – All.

Motion by Alderman Holpfer and seconded by Alderman Barber to proceed with a study thru GovHR for a compensation study as discussed. Motion Carried: Ayes – All.

The quote from GovHR, which is attached, comes in at \$19,800. This amount was planned for in the 2023 budget.

COUNCIL ACTION REQUESTED

Recommended Motion: Motion to begin a compensation study with GovHR, approve the \$19,800 fixed fee, and bring back the study results for further discussion once received.



**CITY OF FRANKLIN, WISCONSIN
PROPOSAL FOR A COMPENSATION STUDY
June 29, 2023**

INTRODUCTION

The City of Franklin is interested in a review of its current classification and compensation plan, including benefits, for approximately 130 employees in 90 positions in the organization. The updated plan will offer fair and competitive wages and ensure the recruitment and retention of qualified workers. The system will also be fairly easy to administer in an organized and consistent fashion, as well as sustainable for years to come. It is a pleasure for GovHR to provide the City of Franklin with a proposal for these services.

EXPERIENCE AND QUALIFICATIONS

GovHR, LLC ("GovHR") is a public-sector management consulting firm specializing in executive recruitment and management consulting. Our headquarters are in Northbrook, Illinois, and we are a certified Female Business Enterprise in the State of Illinois. GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, providing management, financial, and human resources assistance. We work exclusively in the public sector, and all services are provided solely for public jurisdictions and not-for-profit entities. The company was formed as Voorhees Associates in 2009 and changed its name to GovHR USA in December 2013. Our organization currently has a staff of thirty-five project consultants.

If selected to conduct this Study for the City of Franklin, Ms. Joellen Cademartori, Chief Executive Officer and Co-Owner of GovHR, will serve as Project Manager. Ms. Cademartori's contact information is:

Joellen Cademartori
Chief Executive Officer
GovHR USA LLC
847-380-3238
jcademartori@govhrusa.com

Ms. Cademartori has many years of experience in local government administration in Massachusetts, North Carolina and Illinois. She is currently managing several Classification and Compensation Studies that are in various stages of completion. A complete list of clients is available on our website at www.govhrusa.com.

Ms. Cademartori will be assisted by GovHR Senior Vice Presidents Rachel Skaggs and Sarah Schillerstrom, HR Specialists Katy Yee and Alice Bieszczat, and HR Manager Mysi Hall in study

630 Dundee Road, Suite 225, Northbrook, IL 60062
Local 847 380 3240 Toll Free 855 68GovHR (855 684 6847) Fax 866 401 3100 GovHRUSA.com

EXECUTIVE RECRUITMENT INTERIM STAFFING MANAGEMENT AND HUMAN RESOURCE CONSULTING

preparation, data gathering and analysis. Biographies for the Consultant Team are attached to this proposal.

GovHR has conducted more than 150 classification and compensation studies in the past 10 years. Without fail, every pay plan recommended by GovHR has been successfully implemented by the client. All of these studies included the use of public-sector salary data. All studies included the following recommendations:

- New classification and compensation plans, assuring internal equity.
- Recommendations for job title changes where appropriate.
- Recommendations on how to deal with specific problems that arose during the course of the study (i.e., compression issues, internal equity issues, market discrepancy issues, etc.)
- Pay plans that were tied to performance.

METHODOLOGY, TIMELINE and DELIVERABLES

To accomplish the City's objectives, GovHR will perform the following steps (listed in the order that the work will be performed). Please note, we have specified those areas where we will need the City's input/assistance.

Meetings, Salary and Benefits Survey, Job Analysis.

DELIVERABLE: Start Up Documents

DELIVERABLE: Job Analysis Questionnaire Form

- **Study preparation and project meeting (Project Manager).** Meet with City representatives to discuss study methods, review organization charts, personnel rules and regulations, and the current classification and pay plans. We will seek to determine problem areas, answer questions, and review the scope and schedule of work, and the data and assistance GovHR will need from the City. Prior to the meeting, GovHR will require copies of the organization charts for each department, all pay plans, the current personnel manual, and any other relevant information related to salaries to make for a more productive initial meeting.
- **Establishing comparables – Public and Private Sector**
DELIVERABLE: Group of Comparable Communities and Private Sector Entities

Public Sector

GovHR will use the same comparable communities that were identified by GovHR in the Classification and Compensation Study it conducted for the City in 2015.

Private Sector

The Consultant understands that the City would also again like to survey private employers and institutions of higher education for salary comparison purposes. While GovHR is happy to accommodate the Client, it is our experience that there are three potential problems with this request. First, there are few "like" positions in both the public and private sectors. Second, we have found that obtaining salary data from private employers is extremely difficult to secure. Unlike public employers, a private employer's salary information is not part of the public record and they are under no obligation to share this with others. We have found that even after many attempts to get the data, we may be unsuccessful. And finally, private sector salary data may not be accurate if the respondent does not include bonuses, commissions or stock options as part of the base salary. Because of this, GovHR cannot guarantee successful results in obtaining the data. (It should also be noted that in GovHR's

experience, private sector data may only be available as aggregate data and not employer or job description specific. Additionally, the data may not be current.) Our methodology for surveying private sector employers would be, with the assistance of City representatives, to select four (4) to six (6) major employers in the Franklin area that would have some “like” positions (up to 10) for comparability purposes (e.g., clerical, human resources, accountants). We would then design and send out a separate survey for this group and make one follow-up contact to secure salary data. In addition, we would check another survey source (e.g., the Bureau of Labor Statistics) to gather regional salary data on select classifications, if desired by the City.

- **Prepare and send out salary and benefits surveys.**

GovHR will design and send out the salary and benefits surveys (under City letterhead) to gather salary data for benchmark classifications in the comparable communities. To accomplish this, the Project Manager will work with City representatives to select approximately 35 - 40 benchmark classifications from the City’s 90 classifications covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in Franklin. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for “like” positions in the comparable communities.

Note: While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the client’s letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow-up contact with those municipalities and private sector companies that do not initially respond to the survey request.

II. Salary and Benefits Survey Analysis.

DELIVERABLE: Salary Survey Data

DELIVERABLE: Benefits Survey Data

DELIVERABLE: New Salary Schedules

The following steps will be included in this component of the Study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City’s salaries for the surveyed positions, with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each jurisdiction in each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the City’s present pay for each class and the survey data.

The Consultants will use the salary survey data to develop and recommend new salary schedules for the City’s 90 classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance-oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades.

Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the City’s report.

- Tabulate, summarize, and analyze comparative benefit information obtained through the survey. GovHR will make suggestions and recommendations where the City’s benefits are inconsistent with the survey group. (Note: Regarding health benefits, GovHR typically requests respondents to provide

information regarding employee and employer contribution amounts and for a copy of their health summary, which is provided to the Client. If a more detailed analysis is desired, GovHR can provide this for an additional cost at our hourly rate.)

III. Progress Reports

GovHR prides itself on our attention to and communication with our clients as the project proceeds. As such, GovHR will strive to maintain regular contact with the City's representative and to be available to address the Client's questions, concerns and needs.

GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will meet with the City representative, and, if requested, other key City staff such as department heads, to review the results of the job evaluation exercise and the proposed new salary schedules.

IV. Draft and Final Report Preparation

DELIVERABLE: Draft and Final Report

A draft report will be prepared by the Consultants and sent electronically to the City that includes:

- an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
- a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
- pay range options that are consistent with the City's pay policy, outlining the pros and cons of each option;
- An implementation plan and cost estimates of implementing the Study's findings and recommendations.

Note: Overtime costs will not be included, and the analysis will be estimates only, with sufficient detail to allow the City to compare various options.

Once the City representatives return review comments, a final report will be prepared and sent to the City.

V. Presentation of Findings

The Project Manager will make a presentation of findings to the Common Council and City Management, if desired.

VI. Training

GovHR will provide support services at no additional cost to the City for one (1) year from the date of an executed contract. This will include any telephone communication necessary by the staff with regard to any questions concerning the report.

PROPOSED PROJECT SCHEDULE

GovHR is available to start this project within four to six weeks of acceptance of the proposal. A project of this size would normally take approximately 90 days. The schedule is contingent, however, upon the timely response from the comparable entities supplying the salary data. Any delays in receipt of this information are beyond the control of GovHR and will lengthen the completion of the report.

The following is a detailed breakdown of our typical proposed work schedule.

- Week 1: Meet with City Representative to discuss Study methodology and expectations.
- Week 2: Prepare and distribute salary and benefits surveys to comparable entities.
- Week 4 to 5: Return of salary and benefits surveys.
- Week 6: Analyze data; prepare new compensation plan; send draft findings to Franklin.
- Week 7: Receive return comments from the City.
- Week 8: Meet with key City representatives to review preliminary findings.
- Week 9: Prepare Draft Report and send to Franklin; receive return comments.
- Week 10: Prepare Final Report.
- Week 11: Present Final Report to the Common Council and Management

GovHR prides itself in adhering to this time frame. Our past clients will confirm our diligence in delivering our report and other deliverables on time.

REFERENCES

Sun Prairie, Wisconsin (2023)

Classification and Compensation Study – 125 positions
Brenda Sukenik, Human Resources Director
608-825-1172
bsukenik@cityofsunprairie.com

Port Washington, Wisconsin (2022)

Classification and Compensation Study including Benefits – 50 positions
Emily R. Blakeslee, Assistant City Administrator / HR Director
262-284-5585 x1003
eblakeslee@portwashingtonwi.gov

McFarland, Wisconsin

Classification and Compensation and Staffing Study (2021) – 43 positions
Cassandra Suettinger, Village Clerk/Treasurer
608-838-3153
Cassandra.Suettinger@mcfarland.wi.us

City of St. Charles, Illinois

Classification and Compensation Study (2022) – 80 positions
Jennifer McMahon, Director of Human Resources
630.377.4470
jmcmahon@stcharlesil.gov

COST PROPOSAL

We have proposed that the entire Study be conducted virtually; however, if the City requests any in-person meetings, GovHR will provide the City with an additional estimate for travel and related expenses. GovHR has conducted several virtual studies since the start of the pandemic, resulting in significant cost savings to our clients.

In keeping with the above statement of our usual practices, we estimate the fee for the entire study to be \$19,800 and will agree to complete the Study for this **fixed fee of \$19,800** plus other Optional Services – see below. We have listed the cost of our professional fee for each study component below. Payment will be due as follows: 50% of the professional fees (\$9,900) will be due after the initial project meeting, and the balance of fees will be billed after the Study is completed. Invoices will be sent to the City and are payable within 30 days of receipt.

<u>Study Phase Breakdown</u>	<u>Hour Breakdown</u>	<u>Cost</u>
I. Meetings, Salary and Benefits Survey		
Study preparation and project meeting (via video/conference call)	2 hours	\$300
Establishing comparables Public sector – use same municipalities identified in 2015 Study Private sector	4 hours	\$600
Prepare and send out salary and benefits surveys Public sector Private sector	18 hours 8 hours	\$2,700 \$1,200
Gather supplemental compensation information from comparable communities	12 hours	\$1,800
II. Salary and Benefits Survey Analysis		
Analyzing salary survey data Public sector Private sector	24 hours 12 hours	\$3,600 \$1,800
Analyzing benefits survey data Public sector Private sector	12 hours 6 hours	\$1,800 \$900
Establishing new salary schedules	12 hours	\$1,800
III. Meetings with City representatives to Review Data (via video and conference calls)	8 hours	\$1,200
IV. Draft and Final Report Preparation		
Writing draft report	8 hours	\$1,200
Final report	4 hours	\$600
V. Presentation of Findings	2 hours	\$300
PROJECT HOUR AND COST TOTAL	132 Hours	\$19,800

NOTE: If Franklin accepts our proposal for this project, GovHR will for one (1) year from the date of the signature of this agreement, provide support at no additional cost. This will include any telephone communication necessary by the staff with regard to any questions concerning the report.

OPTIONAL SERVICES/COST:

Progress Reports – It is customary to have periodic telephone conversations throughout the Study to give progress reports. There will be no charge for these periodic telephone updates.

Site Visits – If the City chooses to have the Consultants make any on-site visits, there would be additional costs for the Consultants' time and expenses.

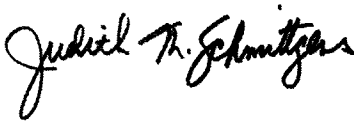
Additional Services – any additional services not covered in this Proposal and requested by the City will be billed at the rate of \$150 an hour.

This quote is good for a period of three months, after which prices may increase.

CONCLUDING REMARKS

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled to conduct the proposed study for the City of Franklin is of the highest caliber and qualifications. GovHR appreciates your consideration of this Proposal and looks forward to the opportunity to work with the City on this important project.

Sincerely,



Judith M. Schmittgens
Corporate Secretary and Compliance Manager

Attachments: Consultant Biographies



Joellen Cademartori



Joellen Cademartori is the chief executive officer and co-owner of GovHR USA and has nearly 30 years of cumulative experience working in the public sector as a municipal leader, and in human resources and management consulting. Joellen's exceptional communication style has enabled her to develop and maintain strong relationships with her peers, elected and appointed officials, and related local government partners.

The public sector human resources and management projects Joellen has worked on have earned her respect in local governments across the country. Due to her commitment and dedication to local government, she is known as an industry leader in executive recruiting, interim staffing, in addition to human resources and management consulting work.

Throughout her career, Joellen has been privileged to serve on numerous local, state and national committees. A personal and professional highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from the Northeast Region. Joellen regularly speaks in front of groups, and writes about a variety of local government topics, which include organizational analysis, generational diversity, succession planning, performance management, resume development and interviewing skills and techniques. She is dedicated to developing the next generation of managers and remains passionate about excellence in local government.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northeastern University, Boston, MA
- Bachelor of Economics, Worcester State College, MA
- Senior Executive Institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Executive Recruiter Panel – Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Achieving Your Leadership Potential Thinking Strategically About the Next Steps in Your Career, NFBPA 2019
- Succession Planning tips to Achieve Unity Through Diversity, MMA 2019
- Putting Your Best Foot Forward – Interview Skills for Women, including Posture, Presence and Bias, WCMA Women's Leadership Seminar 2018
- Tips for a Successful Recruitment Process – MMA 2018
- Hire Hard, Manage Easy – Tips for Getting the Best Employees, IPELRA 2018
- Achieving Your Leadership Potential. Thinking Strategically About the Next Steps in Your Career, LGHN 2018

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA), Member
- ICMA – Task Force on Deputy/Assistant Managers 2017-2018, Current Member
- Illinois City and County Management Association (ILCMA), Current Member
- ICMA - Task Force on Women in the Profession 2012 – 2014, Member
- ICMA - Conference Planning Committee 2010 – 2011, Chair

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Evanston, IL
 - Director of Administrative Services 2009-2011
 - Director of Human Resources 2007-2009
- Catawba County, NC
 - Assistant County Manager 2004-2007
- Barnstable, MA
 - Assistant Town Manager 2000-2003
- Yarmouth, MA
 - Assistant Town Administrator 1993-2000
- Northborough, MA
 - Assistant Town Administrator 1992-1993
 - Acting Town Administrator 1991
 - Administrative Asst. to the Town Admin 1988-1990
- Holden, MA
 - Intern 1987

[Click here to view full biography at GovHRusa.com](#)



P: 847.380.3240

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RACHEL SKAGGS



Rachel Skaggs is a Senior Vice President with GovHR USA and has over 10 years of experience in local government management. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled multiple human resources functions.

Rachel Skaggs has over 10 years of experience in local government management in Illinois, including the Village of Montgomery, Village of Schaumburg and the City of Princeton. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled all human resources tasks.

Rachel is a native of Walnut, Illinois and a graduate of Bureau Valley High School. She possesses a Master's Degree in Public Administration from Northern Illinois University in DeKalb, Illinois

Rachel served as the City Manager for Princeton from 2015 – 2019. Princeton is an active City located two hours west of Chicago on Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, garbage, cemeteries, and a city-owned hospital (one of two left in the State of Illinois). For a town of 7,800 people the City has a budget of over \$25 million. The community is known for its significant historic buildings, with two downtown districts placed on the National Register of Historic Places. During Rachel's tenure for the City of Princeton she completed numerous projects, including creating utility policies, developing operating and capital budgets, streamlining human resource operations, consolidating utility billing, refinancing debt and successfully negotiating multiple union contracts.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg and for the Village of Montgomery. During her time as management analyst she was responsible for human resources tasks, capital improvement planning, budgets, special events, and community outreach.

Rachel is passionate about community engagement, diversity inclusion and volunteerism. Rachel has co-authored two articles that focus on women in government and the history behind the low number of women in executive level positions in local government. Throughout her tenure as a City Manager, Rachel developed committees and commissions to help lead the City forward and to increase community engagement and volunteerism. Rachel believes that cities and towns all over can succeed with community interaction, citizen involvement, diversity inclusion and trust.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Arts - English and Political Science, Northern Illinois University

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Presentation on Females in Local Government, ICMA Conference, Phoenix, Arizona (2012)
The Legacy Project
ILCMA
- Public Management Magazine article "Women Leading Government" co-authored with Heidi Voorhees
- Public Voices XIII No. 2. article "Advancing Women in Local Government. The Case in Illinois" co-authored with Dr Kimberly Nelson

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Illinois Public Employer Labor Relations Association
- The Legacy Project
- Princeton Rotary Club

PROFESSIONAL BACKGROUND

- City Manager, Princeton, IL 2015 - 2019
- Management Analyst, Village of Schaumburg, IL 2012 - 2015
- Management Analyst/HR Manager, Village of Montgomery, IL 2009 - 2012



SARAH SCHILLERSTROM



Sarah Schillerstrom is a highly accomplished Senior Vice President with GovHR, USA, with over 17 years of experience in local government. She is recognized as a leader in her field and is committed to helping public organizations meet their management consulting and recruitment needs.

With a successful career spanning over a decade at the Village of Glenview, IL, Sarah quickly rose through the ranks and held multiple positions across various departments, including Public Works, Administrative Services, Human Resources and the Village Manager's Office. During her tenure, she served as the Human Resources Director for almost a decade and concluded her service as the Deputy Village Manager. She started her career as a L P. Cookingham-Noll Fellow and Budget Analyst with the City of Kansas City, MO.

Sarah's true passion is to support the creation of positive and healthy work cultures in local government by helping leaders reach their full potential and attracting and retaining top talent. She has established SRSD Consulting, LLC, which partners with GovHR to promote coaching within local government. Sarah is also a professional certified coach, bringing her expertise to help build a leadership pipeline for the future.

GovHR clients can expect Sarah to be thoughtful and strategic in her approach, developing a clear understanding of their needs and providing high-quality outcomes. She is committed to effective communication and building long-term relationships with clients to ensure successful partnerships. Sarah's leadership capabilities and commitment to public service make her a trusted advisor for public organizations seeking to maximize their potential.

PROFESSIONAL EDUCATION, TRAINING & INSTRUCTION

- Master of Public Administration (M.P.A.), Iowa State University, Ames, Iowa
- B.A. Public Administration/Political Science, University of Northern Iowa, Cedar Falls, Iowa
- Leading Diversity, Equity, and Inclusion, Northwestern University
- Professional Certified Coaching (PCC), iPEC Coaching
- Energy Leadership Index Master Practitioner (ELI-MP), iPEC Coaching
- Leadership Dynamics Specialist (CLDS), iPEC Coaching

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Speaker on various human resource topics at seminars and conferences sponsored by the Illinois City/County Management Association and Illinois Public Employer Labor Relations

MEMBERSHIPS AND AFFILIATIONS

- Illinois City/County Management Association (ILCMA)
- International City/County Management Association (ICMA)
- The Legacy Project (Advancing Women in Local Government)
- Illinois Public Employer Labor Relations
- Society for Human Resources Management
- Association of Talent Development

PROFESSIONAL BACKGROUND

17 Years of Local Government Leadership and Management

- Village of Glenview, IL, 2008—July 2023
 - Deputy Village Manager January 2023-July 2023
 - Assistant Village Manager 2019-2022
 - Director of Human Resources 2013-2019
 - Deputy Director of Administrative Services 2011-2013
 - Assistant to the Administrative Services Director 2010-2011
 - Strategic Services Manager (Public Works) 2008-2010
- Budget Analyst, City of Kansas City, MO, 2007-2008
- L.P. Cookingham/Noll Fellowship, City of Kansas City, MO, 2006-2007



P: 847.380.3240

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KATY YEE



GovHR USA
GovTEMPS USA

Katy brings over 25 years of experience in multiple public sector settings, focusing on human resources and administrative management. Katy's human resources areas of concentration have included organizational development, compensation, recruitment and retention and training and staff development.

The cornerstone of Katy's career is with DuPage County Government and the DuPage County Health Department. At those organizations, she coordinated and participated in several agency-wide compensation studies utilizing and applying the Korn-Ferry (formerly Hay Group) methodology. While working in public health, as Director of Organizational Development, Katy was directly responsible for the areas of quality improvement, compliance, and accreditation. In addition, she led agency wide initiatives focused on integrating services and improving client access to care. Some of these initiatives included: redesigning client intake processes, supporting the implementation of an electronic medical record and ensuring compliance with ACA requirements.

Most recently, she worked with Elgin Community College and the Forest Preserve District of Kane County. Both of these opportunities highlight Katy's ability to engage and contribute to organizational effectiveness in a variety of public sector settings. Her broad depth of knowledge, professionalism, and approachable style have enabled her to build relationships at all levels within each organization and provide relevant, practical and valuable human resources support.

Katy's philosophy on human resources and organizational development has always been that of a "business partner", she truly enjoys working on solutions that help to support the operational needs of the organization.

PROFESSIONAL EDUCATION

- Bachelor of Arts degree in Urban Studies from Elmhurst College
- Certificate in Marketing Analytics from Udacity

MEMBERSHIPS AND AFFILIATIONS

- Society for Human Resources (SHRM)
- Illinois Park and Recreation Association (IPRA)

PROFESSIONAL TRAINING

- SHRM-CP certified through the Society for Human Resources
- Certified Time Management Trainer
- Advanced Project Management

PROFESSIONAL BACKGROUND

Over 29 Years of Local Government Experience

- Forest Preserve District of Kane County, Geneva, IL
Director of Human Resources
- Elgin Community College, Elgin, IL
Director of Compensation and Talent Acquisition
- DuPage County Health Department, Wheaton, IL
Director of Organizational Development
Human Resources Manager
- DuPage County Government
Interim Director of Human Resources
Human Resources Manager
Human Resources Supervisor
Human Resources Generalist and Recruitment Specialist



P: 847.380.3240

www.govhrusa.com

ALICE BIESZCZAT



Alice Bieszczat is a Human Resources Specialist with GovHR USA, and brings over 20 years of experience spanning the private, non-profit and public sectors to the organization.

Ms Bieszczat has provided human resources consulting services for both Voorhees Associates and the PAR Group, as well as non-profit consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center, Aurora Healthcare and the Archdiocese of Milwaukee. Her most recent consulting assignments for GovHR USA have included Classification and Compensation Studies in Wisconsin, Indiana, Iowa, Illinois, Massachusetts and Michigan

Ms Bieszczat also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she helped implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research on transportation innovations was published in the Transportation Research Journal and featured in national media such as the New York Times, Atlantic Cities and Planning Magazine. She has lectured on transportation innovations in conference, seminar and university settings. At Lurie Children's Hospital of Chicago, Ms Bieszczat led the Foundation Gifts team in securing leadership gifts to support its community-based outreach programs and the construction of its new facility in downtown Chicago. Ms Bieszczat began her career in telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to plan, design, implement and optimize cellular phone networks nationwide.

PROFESSIONAL EDUCATION

- Master's in Public Service Management, DePaul University, IL
- Bachelor of Science in Mathematics, DePaul University, IL

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Published research on transportation innovations in Transportation Research Journal and Transport Policy
- Lecturer on Transportation Innovations

PROFESSIONAL CONSULTING

- Aurora Healthcare and the Archdiocese of Milwaukee
- Ann & Robert H. Lurie Children's Hospital of Chicago
- North Shore Senior Center
- Logan Square Neighborhood Association

PROFESSIONAL BACKGROUND

More Than 20 Years of Experience in Private, Non-Profit and Public Sectors

- | | |
|---|----------------------|
| • GovHR USA/Voorhees Associates | 2008, 2012 – Present |
| • Chaddick Institute of Metropolitan Development at DePaul University, IL | 2009 – 2012 |
| • Lurie Children's Hospital of Chicago | 2005 – 2008 |
| • American Diabetes Association | 2004 – 2005 |
| • Accelerated Fundraising Solutions | 2000 – 2003 |
| • Sprint Cellular/Alltel | 1996 – 2000 |



P: 847.380.3240

www.govhrusa.com



Mysi Hall



Mysi Hall, MPA, PHR is the Communications and Human Resources Manager of GovHR USA. She joined in 2013 and has served a key role in internal human resources policies and procedures, benefits administration, risk management, payroll processing, interim staff placement and on-boarding, development of social media outreach, utilization of web-based tools, website maintenance, administrative assistance, event management, research and reporting.

Through her government and non-profit administration career, Mysi has acquired varied experience in coordination of public efforts, public policy, marketing, grant writing, fundraising, event planning, research, program evaluation and community development. She has extensive technical skills and knowledge in web based programs, database administration, html, desktop publishing, and reporting.

Mysi received her Bachelor's in Psychology with double minors in Urban Studies and Management from Wittenberg University (2003) and Master's in Public Administration (2005) from Northern Illinois University. As a graduate student, she served as an Administrative Intern for the Evanston City Management Office and as the Finance Graduate Intern for the City of Aurora, Illinois. Mysi is currently studying the Juris Doctorate program at Chicago-Kent Law School with a concentration in Employment and Labor Law.

After graduating from NIU, Mysi accepted a position with the Village of Huntley as a Management Assistant, where she worked in Public Information, Planning and Transportation, Project Management, and Special Events. After leaving the Village of Huntley in early 2007, Mysi served as a Development Associate for Family Alliance, Inc., a non-profit day center for seniors. From 2008-2011, Mysi served as the Continuing Medical Education Manager for the AADEP, a non-profit professional association for disability evaluating physicians. In 2011, Mysi co-founded CitySquare Solutions, a public administration and technology consulting services firm. Additionally, Mysi achieved Professional Human Resources (PHR) Certification in April 2017.

PROFESSIONAL EDUCATION

- JD candidate, Chicago-Kent School of Law, IL
- Master's degree in Public Administration, Northern Illinois University, IL
- Bachelor of Arts degree in Psychology with double minor in Urban Studies and Management, Wittenberg University, OH
- Professional Human Resources (PHR) Certification

- NPELRA, Member
- IPLERA, Member, Legislative Committee Member
- Illinois Search and Staffing Association, Member
- SHRM, Member

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Succession Planning, Panelist – IAMMA, 2017
- Recruiting in the Digital Age, HR Association of Oakbrook, 2017
- Girl Power: Empowering Women in Leadership, Panelist - IAPD, 2019

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Public Admin and Technology Consultant, Founder CitySquare Solutions, 2011-2016
- Education Manager, American Academy of Disability Evaluating Physicians 2008-2010
- Development Associate, Family Alliance, Inc, Senior Services Center, 2007-2008
- Management Assistant, Village of Huntley, IL 2006-2007
- Graduate Finance Intern, City of Aurora, IL 2004-2005
- Manager's Office Intern, City of Evanston, IL 2003-2004
- Manager's Office Intern, City of Springfield, OH 2000-2003

MEMBERSHIPS AND AFFILIATIONS

- Legacy Project, President (2021-2022)
- Legacy Project, Board Member (2018-2023)
- Legacy Project, Communications Committee Chair (2015-2020, 2023)
- Legacy Project, Professional Development Committee Chair (2021-2022)

[Click here to view full biography at GovHRusa.com](#)



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 1, 2023
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Municipal Code and the Unified Development Ordinance to Permit Remote Meeting Attendance at Common Council, Committee of the Whole and Plan Commission Meetings by Applicant Representative(s) and City Retained Consultants	ITEM NUMBER M. 16.

Annexed hereto is a copy of the above entitled Ordinance. The purposes and process therefore are set forth therein.

COUNCIL ACTION REQUESTED

Motion to adopt An Ordinance to Amend the Municipal Code and the Unified Development Ordinance to Permit Remote Meeting Attendance at Common Council, Committee of the Whole and Plan Commission Meetings by Applicant Representative(s) and City Retained Consultants.

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE AND THE UNIFIED DEVELOPMENT ORDINANCE TO PERMIT REMOTE MEETING ATTENDANCE AT COMMON COUNCIL, COMMITTEE OF THE WHOLE AND PLAN COMMISSION MEETINGS BY APPLICANT REPRESENTATIVE(S) AND CITY RETAINED CONSULTANTS

WHEREAS, the City has been receiving requests from applicant representative(s) and City retained consultants to attend meetings involving subject matters they have before a decision-making body, in lieu of travel time and the like; and

WHEREAS, times have changed since the COVID-19 pandemic with regard to remote meetings attendance and in relation to remote work being performed, and the Common Council having considered same, and the potential cost savings and efficiency involved therewith, as well as the proper procedures for public meetings notices and information being provided to the governmental body decision-makers and the public, and having determined that permitting applicant representative(s) and City retained consultants to remotely appear at meetings under certain circumstances is fair and reasonable.

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

SECTION 1: §19-1E. of the Municipal Code of the City of Franklin, Wisconsin, with regard to Common Council meetings, is hereby created to read as follows:

E. Remote meeting attendance permitted. Common Council meetings attendance by way of telephone and/or electronic audio and/or video communication, is permitted for attendance by applicant representative(s) with regard to application items upon a meeting agenda, and also for City retained consultants with regard to subject matter item(s) upon a meeting agenda, provided that live streaming for those meetings is enabled so the public would be able to watch and listen, and provided that the Chairperson for the subject meeting was informed of the remote attendance request at least 48 hours in advance of the start of the meeting, and determined that under the circumstances presented, i.e., travel distance, other scheduled work requirement, or the like, permission for remote attendance is appropriate, at least 24 hours in advance of the start of the meeting.

- SECTION 2: §19-2C. of the Municipal Code of the City of Franklin, Wisconsin, with regard to Committee of the Whole meetings, is hereby amended to add the following at the end of the existing text: “Committee of the Whole meetings attendance by way of telephone and/or electronic audio and/or video communication, is permitted for attendance by applicant representative(s) with regard to application items upon a meeting agenda, and also for City retained consultants with regard to subject matter item(s) upon a meeting agenda, provided that live streaming for those meetings is enabled so the public would be able to watch and listen, and provided that the Chairperson for the subject meeting was informed of the remote attendance request at least 48 hours in advance of the start of the meeting, and determined that under the circumstances presented, i.e., travel distance, other scheduled work requirement, or the like, permission for remote attendance is appropriate, at least 24 hours in advance of the start of the meeting.”
- SECTION 3: § 15-10.0103F. of the Unified Development Ordinance of the City of Franklin, Wisconsin, with regard to Plan Commission meetings, is hereby created to read as follows:
- F. Remote meeting attendance permitted. Plan Commission meetings attendance by way of telephone and/or electronic audio and/or video communication, is permitted for attendance by applicant representative(s) with regard to application items upon a meeting agenda, and also for City retained consultants with regard to subject matter item(s) upon a meeting agenda, provided that live streaming for those meetings is enabled so the public would be able to watch and listen, and provided that the Chairperson for the subject meeting was informed of the remote attendance request at least 48 hours in advance of the start of the meeting, and determined that under the circumstances presented, i.e., travel distance, other scheduled work requirement, or the like, permission for remote attendance is appropriate, at least 24 hours in advance of the start of the meeting.
- SECTION 4: 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 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

ORDINANCE NO. 2023-____

Page 3

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 1, 2023
REPORTS AND RECOMMENDATIONS	A Resolution to Amend Resolution No. 2021-7793, Amending Resolution No. 2013-6861 Providing for the City's Code Enforcement Policies, to Provide that City Enforcement Department Staff Personnel May Act as Formal Complainants	ITEM NUMBER D17.
<p>Annexed hereto is a copy of Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, adopted on January 22, 2013, and a copy of Resolution No. 2021-7793, A Resolution to Amend Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, to Provide that the Identity and Any Personal Identification Information of Any Complainant on a Complaint Form Submitted to the City May be Released, Upon a Records Request Therefore Upon a Review by the Records Custodian Pursuant to the Wisconsin Open Records Law, on October 19, 2021, adopted on October 19, 2021.</p> <p>Also annexed hereto is a copy of the above entitled Resolution to Amend Resolution No. 2021-7793, Amending Resolution No. 2013-6861 Providing for the City's Code Enforcement Policies, to Provide that City Enforcement Department Staff Personnel May Act as Formal Complainants, the purposes and recommendation for adoption being set forth therein.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to adopt A Resolution to Amend Resolution No. 2021-7793, Amending Resolution No. 2013-6861 Providing for the City's Code Enforcement Policies, to Provide that City Enforcement Department Staff Personnel May Act as Formal Complainants.</p>		

RESOLUTION NO. 2023-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2021-7793, AMENDING RESOLUTION NO. 2013-6861 PROVIDING FOR THE CITY'S CODE ENFORCEMENT POLICIES, TO PROVIDE THAT CITY ENFORCEMENT DEPARTMENT STAFF PERSONNEL MAY ACT AS FORMAL COMPLAINANTS

WHEREAS, the Common Council having adopted Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, on January 22, 2013; and

WHEREAS, the Common Council having adopted Resolution No. 2021-7793, A Resolution to Amend Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, to Provide that the Identity and Any Personal Identification Information of Any Complainant on a Complaint Form Submitted to the City May be Released, Upon a Records Request Therefore Upon a Review by the Records Custodian Pursuant to the Wisconsin Open Records Law, on October 19, 2021; and

WHEREAS, City Departments staff personnel having happened upon factual situations of Municipal Code, Unified Development Ordinance, Wisconsin Statutes and other governmental regulatory requirements violations, which are not very minor in relation to the protection of lands, properties, developments and the people, and should be cured, though no complaint upon the subject matter having been filed pursuant to the City Code Enforcement Policies, so no enforcement is pursued; and

WHEREAS, City staff having recommended an amendment to the City Code Enforcement Policies to allow for violations complaints to be filed by City Staff as they determine appropriate under circumstances coming to their attention, and the Common Council having determined such amendment to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2021-7793, A Resolution to Amend Resolution No. 2013-6861, be and the same is hereby amended, specifically and only with regard to provision 2. thereof, which is hereby amended to add the following at the end of the existing text: "Nothing in the complaint procedure outlined within these City Code Enforcement Policies shall be construed as prohibiting enforcing Department personnel from acting as formal complainants when an event or condition which is deemed a violation is discovered by, or occurs or is seen in the presence and/or location of, enforcing department personnel while acting in their official capacity."

BE IT FURTHER RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2021-7793, A Resolution to Amend Resolution No. 2013-6861, be and the same is hereby amended, specifically and only with regard to provision 7.

thereof, which is hereby amended as follows: delete “Municipal Code and/or Wisconsin Statutes” and in place thereof insert: “Municipal Code, Unified Development Ordinance, Wisconsin Statutes and/or other governmental regulatory requirements”.

BE IT FINALLY RESOLVED, that all terms and conditions of Resolution No. 2021-7793, A Resolution to Amend Resolution No. 2013-6861, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ___ NOES ___ ABSENT ___

RESOLUTION NO. 2013- 6861

A RESOLUTION REAFFIRMING, UPDATING AND
MODERNIZING THE CITY'S CODE ENFORCEMENT POLICIES

WHEREAS, The City of Franklin's policy is to treat all complaints alleging violations of the City's Code with the due care they should be accorded; and,

WHEREAS, the Common Council previously adopted Resolution No. 91-3635: A Resolution Establishing Code Enforcement Policies and Procedures; and,

WHEREAS, these Policies and Procedures were more fully described in a memorandum dated October 17, 1997 from the City's Business Administrator to the Common Council; and,

WHEREAS, the City also has policies for complaints relating to quarry and landfill operations; and

WHEREAS, the Mayor and Common Council wishes to reaffirm, update and modernize its commitment to proper and effective handling of code enforcement issues and to ensure that the City's enforcement policy is consistent with current practices;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the following Code Enforcement Policies and Procedures be and hereby are adopted:

1. This Resolution shall replace the provisions of Resolution No. 91-3635 and the 1997 memorandum.
2. Except as may otherwise be required by emergency situations, all complaints by City Elected Officials shall be, and complaints from Franklin residents may be, addressed to the City Clerk's office through a formal written complaint. A formal written complaint for action by staff may be done through the Complaint submission form on the City's web site or in person at the Clerk's office. Upon receipt of such complaint, the Clerk's office shall determine the appropriate City Department to handle such complaint and refer it to said department within 3 working days of receipt. The Clerk's Department shall also ensure that the complaint is recorded within the City's complaint tracking system.
3. A City Elected Official may, at their discretion, choose to attempt to resolve a complaint prior to submission as a formal written complaint. Any time spent in

attempting pre-submittal resolution of a complaint shall not be considered when calculating any applicable deadlines established for handling complaints generally.

4. In the interest of customer service, in the case of a complaint made by a citizen directly to a City Department, such Department is expected to inform a Citizen of the option and availability of the Complaint submission process described above for the purpose of tracking and staff follow up or in the event the citizen is not or may not be satisfied with the City Department's handling of the Citizen's direct complaint.
5. Except as authorized by a complainant, the identity of any complainant shall not be released except as required by Court order, or as may be required to be released pursuant to enforcement proceedings (e.g., complainant may be called to testify at a trial concerning the enforcement of the Municipal Code or Wisconsin Statutes, etc.), except that, subject to conflict of interest rules, the Alderman of the district in which the complaint exists shall have the right to request this information for use in helping to resolve the complaint provided that the Alderman maintains confidentiality in accordance with this Resolution.
6. Upon receipt of a Complaint submission form, the enforcing Department should investigate the complaint within 7 working days. If this investigation results in a determination that the complaint has a valid basis, the Department shall, within 14 days of said determination, commence such enforcement action that is reasonably calculated to resolve the complaint. If this investigation results in a determination that the complaint does not have a valid basis, the Department shall, within 14 days of said determination, communicate this determination to the complaining party.
7. Appropriate enforcement action can vary depending on the nature of the violation, but will generally include a written notice of violation identifying what actions need to be taken in order to abate the violation and the issuance of appropriate municipal citations if the violation is not corrected as provided for within the notice of violation, the Municipal Code and/or Wisconsin Statutes. Each enforcing Department should have a standardized approach to handling various types of violations. Nothing herein, however, prohibits the enforcing Department from taking such emergency steps it deems appropriate in order to abate a violation that poses an immediate danger to health, safety or welfare.
8. Upon issuance of a municipal citation, the City Attorney's office may take any steps it believes to be necessary to abate the violation. Enforcing Departments

shall coordinate their efforts with the City Attorney's office in these circumstances.

9. In the event that an enforcing Department determines that any violation which constitutes a public nuisance requires an abatement order from the Circuit Court, the Department shall transfer the enforcement of the violation to the City Attorney's office within 3 working days of making such determination. The City Attorney's office shall promptly take all necessary steps to abate the nuisance as provided for by Wisconsin Statute and the Franklin Municipal Code.
10. The enforcing Department shall provide timely notice to the Alderman of the district in which complaints and violation exists and of significant actions taken with respect to the abatement process.
11. The timelines contained herein are subject to staffing and other departmental demands. In the event a City Department cannot meet these timelines, the City Department shall ensure that the reason(s) is recorded within the City's complaint tracking system for availability to the Mayor and the Aldermen of the affected district upon request. Requests for such information shall be submitted to the City Clerk's office.

Introduced by Ald. Wilhelm at a regular meeting of the Common Council of the City of Franklin the 22nd day of January, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 22nd day of January, 2013.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

RESOLUTION NO. 2021-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2013-6861, A RESOLUTION REAFFIRMING, UPDATING AND MODERNIZING THE CITY'S CODE ENFORCEMENT POLICIES, TO PROVIDE THAT THE IDENTITY AND ANY PERSONAL IDENTIFICATION INFORMATION OF ANY COMPLAINANT ON A COMPLAINT FORM SUBMITTED TO THE CITY MAY BE RELEASED, UPON A RECORDS REQUEST THEREFORE UPON A REVIEW BY THE RECORDS CUSTODIAN PURSUANT TO THE WISCONSIN OPEN RECORDS LAW

WHEREAS, the Common Council having adopted Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, on January 22, 2013; and

WHEREAS, the Common Council having reviewed the provisions of Resolution No. 2013-6861, in part in relation to litigation with regard to the release of complaint forms without the redaction of a complainant's name and personal identification information in response to open records requests, and a Court Order in relation thereto having been issued on October 4, 2021 in Milwaukee County Circuit Court Case No. 20-CV-3506; and

WHEREAS, the Common Council having determined it to be reasonable and necessary to adopt an amendment to Resolution No. 2013-6861, to provide that the identity and any personal identification information of any complainant on a complaint form submitted to the City may be released, upon a records request therefore upon a review by the records custodian pursuant to the Wisconsin Open Records Law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, be and the same is hereby amended, specifically and only with regard to provision 5. thereof, which is hereby amended to read as follows:

5. The identity and any personal identification information of any complainant on a complaint form submitted to the City may be released, upon a records request therefore upon a review by the records custodian pursuant to the Wisconsin Open Records Law, which review shall consider and balance the strong public interest in disclosure of the record against the public interest favoring nondisclosure, as well as the facts of the matter and the application of all other Wisconsin Open Records Law provisions; as required by Court order; or as may be required to be released pursuant to enforcement proceedings (e.g., complainant may be called to testify at a hearing and/or a trial concerning the enforcement of the Municipal Code or Wisconsin Statutes, etc.); and, subject to conflict of interest rules, the Alderperson of the District in which the complaint exists shall have the right to

request this information for use in helping to resolve the complaint, provided that the Alderperson maintains confidentiality as may exist or remain pursuant to the foregoing in accordance with this Resolution.

BE IT FURTHER RESOLVED, that all terms and conditions of Resolution No. 2013-6861, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 1, 2023
REPORTS AND RECOMMENDATIONS	<p>Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER 1318.

Annexed hereto is a draft of the above-entitled agreement which remains in review and negotiation at the time of this writing.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**TAX INCREMENTAL DISTRICT NO. 9
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
CARMA LABORATORIES, INC. (Developer)
225,000 SQUARE FOOT CORPORATE HEADQUARTERS BUILDING
AT NORTHEAST CORNER OF WEST RYAN ROAD AND SOUTH 76th STREET**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of August ____, 2023, by and between **CARMA LABORATORIES, INC.**, a Wisconsin corporation, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

The City and Developer acknowledge the following:

A. Developer is a lip balm manufacturer founded and operating within the City since 1937 and now shipping products to more than 60 countries. Developer desires to develop and operate from a new corporate headquarters from a vacant land site that it owns at the northeast corner of West Ryan Road and South 76th Street in the City, which site is legally described in **Exhibit A** attached hereto (the "Property").

B. The City intends to create Tax Incremental District No. 9, City of Franklin, Wisconsin (the "District") as a mixed use development district, which District will include the Property within its boundaries. The City is in the process of preparing a plan for redevelopment within the District (the "Project Plan") and intends to create the District on or about October 17, 2023, pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law").

C. Developer plans on constructing an approximately 225,000 square foot office/industrial/warehouse building and related improvements on the northern portions of the Property, with an estimated development cost (including all hard and soft costs) of more than \$30 million (the "Project"). Developer's primary objective under this Agreement is to consolidate and expand its business operations to the Project. To assist the City in its creation of the District, however, Developer also has agreed to divide the Property to enable, not only the Project at the north, but also to create two additional lots fronting on West Ryan Road at the south (the "Ryan Lots"), which Ryan Lots shall be available for commercial development. It is acknowledged that development of the Project and the division of the Ryan Lots as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base, retain existing jobs and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the creation of the District and the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated August _____, 2023, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and has further approved the issuance of the Bond described herein.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I COOPERATION AND CONTINGENCY

The parties acknowledge that, to be able to develop, construct and operate the Project as intended, Developer must obtain all necessary governmental approvals, including but not limited to creation of the District, a certified survey map to divide the Ryan Lots, rezoning of the Ryan Lots, a special use for the Project, site plan approvals for the Ryan Lots and driveway access permits. The City staff will work with Developer in the processing of Developer's applications for governmental use and development approvals required for the Project, including but not limited to, approvals required from government bodies external to the City such as the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, the Wisconsin Department of Safety and Professional Services, Milwaukee County and/or the Joint Review Board. All rights and obligations of the City and Developer under this Agreement are contingent upon final approval by all governmental bodies with jurisdiction of all approvals described in this Agreement or otherwise determined to be necessary. In the event that any necessary governmental approval is not obtained, including but not limited to that the District is not created, by October 31, 2023 (or such later date mutually agreed to by the parties in writing), this Agreement shall be deemed null and void and the parties shall have no further rights or obligations hereunder.

ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 225,000 square feet of developed building space and that total development costs expended on the Project (inclusive of all hard and soft costs and personal property) shall be not less than \$30 million. Subject to and conditioned upon the City's timely performance of the City's obligations set forth in Article III below, Developer intends to commence construction not later than June 1, 2024 and to substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of those plans described on the attached **Exhibit B** for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before January 1, 2026 (the "Target Completion Date"). Copies of the Plans and

Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of interior improvements, landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City. The Property shall obtain and maintain a minimum assessed value of \$14,000,000 through the life of the District.

B. The improvements included within the scope of work for the Project generally described in the attached **Exhibit C** (the “Developer’s Public Improvements”) are acknowledged to be public and will be dedicated by Developer to the City, subject to the purchasing such Developer’s Public Improvements with the “City Funds” as described in Section III(B) below. Developer will complete the installation of the Developer’s Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will, upon receipt of all of the City Funds, dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law. The Developer’s Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Developer’s Public Improvements unless the Developer’s Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Developer’s Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Developer’s Public Improvements and payment to Developer of the City Funds, the Developer’s Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Developer’s Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer also shall provide to the City, at no additional cost to the City, easements over portions of the Property for access to public sanitary sewer, water and stormwater facilities, provided that such easements may not interfere with the development, construction or operation of the Project or the Ryan Lots by Developer, its owners, tenants and/or successors or assigns.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City, which include the City Funds.

ARTICLE III CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project, the Developer’s Public Improvements and the Ryan Lots and the

term of this Agreement and shall reasonably promptly review and/or process all submissions, applications and permits in accordance with applicable City ordinances.

B. Developer has provided, and the City has reviewed and approved, a budget of \$697,400 which sets forth all of the costs for the Developer's Public Improvements (the "Approved Budget"). Developer shall make all of its records substantiating the costs of the Developer's Public Improvements available to the City Engineer or designee, including the monthly construction draws and backup information provided by Developer to its construction lender. Such information shall be held and treated as confidential trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. In the event that the City receives any request to disclose any information that Developer labelled as confidential, the City shall provide Developer written notice and a copy of such request prior to disclosing the information. In consideration for the Developer's Public Improvements and as an offset thereto, the City agrees to pay directly to contractors actual costs incurred for Developer's Public Improvements in an amount of \$697,400 (the "City Funds").

1. The City shall disburse the City Funds in construction draws, not more frequently than once each month, as Developer's Public Improvements are completed.

2. The City shall disburse City Funds within 20 days following receipt from Developer of a general contractor draw request detailing the work performed and including partial lien waivers from all subcontractors and material suppliers providing work and/or materials therefor.

3. The City shall not be obligated to fund the final draw request including the balance of the City Funds unless the City has inspected and approved the Developer's Public Improvements.

C. In consideration of the performance by Developer of its obligations under this Agreement and recognizing that the Project would not occur without funding through the District, the City agrees to be responsible for the timely undertaking of the public infrastructure work generally described below and in the attached **Exhibit D** (collectively, the "City Work") and to pay for the entire expense of such City Work without any cost, special assessment, special charge or other expense to the Property, to Developer or to Developer's successors and assigns, except as expressly set forth in this Agreement and provided that expenses for such City Work are intended to be eligible project costs under the Tax Increment Law and to be funded as such by tax increment in the District.

D. The City acknowledges that timely completion of the City Work consistent with this Article III and in a good and workmanlike manner is essential for the construction, completion, occupancy and operation of the Project. The City shall keep Developer reasonably informed during all phases of the design, bidding and construction of the City Work. The City shall undertake reasonable efforts to accommodate Developer's development, construction and operation activities on the Property and for the Project while any City Work remains incomplete, including but not limited to issuing building and occupancy permits for the Project. If Developer provides written notice to the City Engineer that (i) any aspect of the Project is

being delayed or obstructed due to the pendency of the City Work or (ii) any portion of the City Work is not progressing as contemplated in this Agreement, Developer, the City Engineer and the City's contractor(s) shall meet within ten business days of such notice, and the City shall implement (or cause its contractors and/or any other governmental bodies, as appropriate to implement) any reasonable corrective action. The City also shall diligently pursue and enforce all obligations and deadlines set forth in any contracts or agreements relating to the City Work.

E. Not more than 90 days following Developer's commencement of the Project, the City shall issue a general obligation bond in the principal amount of \$2,020,000 and with annual installment payments not to exceed \$152,000 coming due each year, commencing 2026 and ending 2044 (the "City Bond"), to fund the City Funds and to fund the City Work.

F. Notwithstanding the foregoing, the City may specially assess against the Ryan Lots, the City's actual costs (not to exceed a total of \$470,000) to extend sanitary sewer service to the west along Ryan Road, as deferred special assessments, subject to the following conditions:

1. The amount of the deferred special assessment against each of the Ryan Road shall be that portion of \$470,000 multiplied by a fraction, the numerator of which is the linear frontage of the respective Ryan Lot along Ryan Road, and the denominator of which is the total linear frontage of the Property along Ryan Road.

2. Such deferred special assessment shall become due and payable only if/when: [a] a building permit is pulled to construct a principal building on the Ryan Lot during the first ten years of the District's life and [b] prior to the building permit being pulled, increment from the District (not otherwise allocated under this Agreement) has not been generated to fund the \$470,000 sanitary sewer service extension costs. The City agrees to apply all increment generated in the District (and not otherwise allocated under this Agreement) against the \$470,000 sanitary sewer service extension costs prior to funding any other project costs.

3. Notwithstanding that the deferred special assessments described in this subsection will have expired if a building permit is not pulled for the Ryan Lots within the first ten years of the District's life, if Developer sells either of the Ryan Lots to an unrelated third party during the last ten years of the District's life, any amount of the deferred special assessments not previously funded with District increment shall re-attach to the Ryan Lot upon its sale, and Developer shall deliver to the City an executed recordable-form waiver and acknowledgement of the re-attachment of such special assessment as a pre-condition to such sale.

4. Developer also acknowledges and agrees that, upon the termination of this Agreement and of the District, the Ryan Lots must be developed and improved consistent with then-applicable City ordinances, resolutions and regulations.

G. As noted in this Article III, the City is relying upon the tax increment to be generated from the Project to repay annual installments due on the City Bond. To ensure that sufficient tax increment is available from the Project to make the annual installment payment

due on the City Bond (which shall not exceed \$152,000 coming due each year commencing 2026 and ending 2044):

1. The City shall not be obligated to issue the City Bond and/or commence any City Work until the Developer has commenced construction of the Project.

2. If the City has timely performed all of its obligations under this Agreement but, during the period commencing on January 1, 2026 and extending through the unexpired life of the District, the Property is not generating tax increment consistent with a \$14,000,000 guaranteed assessed value, Developer shall become liable to pay to the City annual differential payments equal to [a] the amount of property taxes that would have been assessed against the Property if the Property were assessed, as of January 1 of the year in question, at \$14,000,000, less [b] the amount of annual property taxes actually paid for that year with respect to the Property. Any amount due under this subsection shall be levied and/or collectible as a special assessment against the Property, and/or also otherwise levied and/or collectible by the remedies set forth in Article IV below. The City shall reimburse Developer for any differential payments actually made by Developer (plus interest at the City's cost of funds) from available tax increment generated from the Property in future years during the unextended life of the District, provided however that tax increment shall only be deemed to be "available" to the extent that it exceeds the amount of all other project costs incurred for the District and otherwise unencumbered or otherwise unspent.

H. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to issue to the Developer a municipal revenue bond in an amount of \$1,500,000 ("MRO I"). The City shall issue MRO I to the Developer not later than fifteen (15) days following the issuance of a certificate of occupancy for the Project. MRO I shall be issued in substantially the form attached hereto as **Exhibit E**. MRO I shall have a term that extends from its issuance through the life of the District. Installments payments on the MRO will be due and payable on March 1 of each year commencing on the March 1 (or any later date on which the City receives Tax Increment) following the issuance of the MRO I (the "MRO Payment Date"). The amount of the annual payment due on each MRO Payment Date shall be available Tax Increment. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the City solely from the Property in a calendar year, less the annual installment payment (if any) due on the City Bond. MRO I shall be subject to prepayment in whole or in part at any time at the sole option of the City, without penalty.

I. In addition to MRO I to be issued to Developer under Section H above, the City agrees to issue to the Developer two additional municipal revenue obligations ("MRO II" and "MRO III", both, together with MRO I may be referred to as the "MROs") if an occupancy permit is issued for a principal building on either of the Ryan Lots within the first ten years of the District's life. The amount of MRO II and MRO III, if issued, shall be 25 percent of any Tax Increment generated from the respective Ryan Lot during the remaining life of the District.

J. EACH OF THE MROS SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL OF THE CITY FOR THAT PURPOSE. No property or other asset of the City, except Tax Increment appropriated to make payments

with respect to the MROs, is or shall be a source of payment of the City's obligations thereunder. The MROs shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER ANY MROS. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE MROS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The City agrees that, subject to annual appropriation of said funds, all funds in the special fund of the District which constitute Tax Increment will be used to make the payments due under the MROs.

IF ON THE FINAL MRO PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE MROS, THEN THE REMAINING BALANCE OF PRINCIPAL OF THE MROS SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL MRO PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE MROS SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL ON THE MROS WHICH REMAINS UNPAID AFTER THE FINAL MRO PAYMENT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on any MROs while the Developer is in material default of any of its obligations under this Agreement or if no Tax Increment is available.

K. The City agrees that if: (i) the Developer is not in material default of any of its obligations hereunder, (ii) there is Tax Increment available on a MRO Payment Date to make a payment on the MROs, and (iii) the Common Council determines not to appropriate all (up to, but not exceeding the amount of the payment then due) or any portion (if the amount available is less than the amount of the payment then due) of such Tax Increment for such year, then:

1. The City shall not be entitled to subsequently collect and retain any portion of the Tax Increment;
2. If any other tax increment revenue bonds issued by the City to other parties are then outstanding within the District (the "Other Bonds"), the City shall not

appropriate any allocable tax increments and make payments on any of the Other Bonds in a greater proportion than the City has done for the Bond (for example, assume that in a given year, the City appropriates only 25% of the available Tax Increment for payment on the Bond; then as to such year, the City shall not appropriate more than 25% of the amount of any tax increments that, under the terms of any of the Other Bonds, are to be made available for such Other Bonds); and

3. Until such time as the City subsequently makes an annual appropriation of all Tax Increment available on a MRO Payment Date toward payments due on the MROs, the City shall not issue any new tax increment revenue bonds similar to the MROs to other parties or as related to other properties within the District.

ARTICLE IV PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the life of the District (the "PILOT Term"), then the Developer or any successor Developer of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article IV upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

Notwithstanding anything herein to the contrary, Developer reserves all rights to contest the amount of any assessment of the Property, provided that, before submitting any contest to the City, Developer shall provide the City at least ten days advance notice.

**ARTICLE V
NO PARTNERSHIP OR VENTURE**

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Kelly Hersh, Director of Administration
 E-mail: KHersh@franklinwi.gov

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Karen Kastenson, City Clerk
 E-mail: KKastenson@franklinwi.gov

If to the Developer: Carma Laboratories, Inc.
5801 West Airways Avenue
Franklin, WI 53132
Attention: Alex Scheler, Senior Director of IT
E-mail: ascheler@carmalabs.com

With a Copy to: Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attention: Deborah C. Tomczyk, Esq.
E-mail: dtomczyk@reinhartlaw.com

ARTICLE VIII DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or

Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so

commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE IX MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

2. During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

3. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

4. Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or

invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

1. The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;
2. The negligent or willfully wrongful construction of Developer's Public Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any

contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

3. The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

4. The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

D. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely performance of any obligation under this Agreement by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, pandemic or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

F. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. If a third party requests any information provided by Developer and the City determines that it needs to make such information available as an Open Record, the City shall provide Developer at least 30 days notice in advance of making the record available.

G. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and/or the MROs to the Developer's lender for the Project without the consent of the City. In addition, following substantial completion of the Project, Developer may convey the Property, including but not limited to the Ryan Lots, and/or the MROs to any party without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

H. Subject to and conditioned upon the City's timely performance of the City Obligations set forth in Article III above, Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty, subject to the availability and receipt of insurance proceeds. The fair market value of the Project following reconstruction and/or repair by Developer shall be substantially similar to the fair market value of the Project immediately prior to the casualty.

I. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

J. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

K. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**.

L. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER:

CARMA LABORATORIES, INC.

By: _____
(Name and Title)

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named _____, the _____ of Carma Laboratories, Inc., to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
John Nelson, Mayor

Date: _____

By: _____
Danielle Brown, Director of Finance and
Treasurer

Date: _____

Attest: _____
Karen Kastenson, City Clerk

Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named John Nelson, Danielle Brown and Karen Kastenson, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:

Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

Property Legal Description

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76th Street, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B

City-Approved Plans for the Project

EXHIBIT C

Developer's Public Improvements

1000 LF of 6" (or larger) sanitary main

Vertical drop at RCI connection

Tunnel 180' across Ryan

20,000 SF seed/blank

Clearing/erosion control

Watermain extension

Sidewalks along 76th Street

28-32% for soft costs and contingency

EXHIBIT D

City Work

**Off-site roadwork estimated at \$880,000
plus 32% for soft costs and contingency
equals \$1,161,600.**

EXHIBIT E

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CITY OF FRANKLIN

MUNICIPAL SPECIAL, LIMITED REVENUE OBLIGATION BOND (“**Bond**”)

Number	Date of Original Issuance	Amount
1	_____, 20____	\$1,500,000

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the “**City**”), promises to pay to Carma Laboratories, Inc. (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Five Hundred Thousand and no/100s Dollars (\$1,500,000), subject to the terms and provisions of the Development Agreement between the City and Developer, dated as of August _____, 2023.

This Bond shall be payable from all Available Tax Increment on March 1 (or on any later date when Tax Increment is received) (the “**Payment Dates**”) until Developer receives the cumulative amount of \$1,500,000.

This Bond has been issued to finance a project within the City’s Tax Incremental District No. 9, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____, 2023, by the Common Council of the City (the “**Resolution**”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of August _____, 2023 between the City and the Developer (“**Development Agreement**”). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increments generated by the Property and appropriated by the Common Council to the payment of this Bond (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. The owner of this Bond shall have no right to receive payment of

any deferred amounts, unless there are available Revenues which are appropriated by the Common Council to principal payment of this Bond.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Tax Increments to make principal payments due on this Bond. In addition, as provided in Article III of the Development Agreement, the total amount to be paid shall in no event exceed the amount set forth above. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement, the City shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of amounts due on this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This Bond is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Franklin has caused this Bond to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

City of Franklin

(CITY SEAL)

John Nelson, Mayor

Karen Kastenson, City Clerk

EXHIBIT F

Memorandum of Development Agreement

Document Number	MEMORANDUM OF DEVELOPMENT AGREEMENT Document Title	
<p>THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2023, by and between CARMA LABORATORIES, INC., a Wisconsin corporation, and/or assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").</p>		
<p>WITNESSETH:</p> <p>WHEREAS, Developer and the City entered into that certain Development Agreement dated as of August ____, 2023 ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and</p> <p>WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:</p>		<p>Recording Area</p> <hr/> <p>Name and Return Address</p> <p>City of Franklin Office of the City Clerk 9229 West Loomis Road Franklin, WI 53132 Attn: City Clerk</p> <hr/> <p>PIN</p>

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

CARMA LABORATORIES, INC.

CITY OF FRANKLIN

By: _____
Name:
Title:

By: _____
John Nelson, Mayor

By: _____
Karen Kastenson, City Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named John Nelson and Karen Kastenson, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:
Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76th Street, City of Franklin, Milwaukee County, Wisconsin

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/01/23
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
<p data-bbox="196 436 1479 506">See attached License Committee Meeting Minutes from the License Committee Meeting of August 1, 2023.</p> <p data-bbox="537 1188 1114 1224" style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p data-bbox="245 1308 1292 1341">Approval of the minutes of License Committee Meeting of August 1, 2023.</p>		

CITY CLERK'S OFFICE




414-425-7500

License Committee
Agenda*
Franklin City Hall Hearing Room
9229 W. Loomis Rd
Franklin, WI
August 1, 2023 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Citizen Comment			
3.	License Applications Reviewed	Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:35 p.m.	Luxe Golf Bays – 1st Anniversary Fireworks Display Person in Charge: Jimmy Stueck Location: 7065 S Ballpark Dr Date of Event: Saturday, 8/19/2023			
Extraordinary Entertainment & Special Event 5:45 p.m.	ROC Ventures – Tacos & Tequila Festival Person in Charge: Mike Atkins Location: 7035 S Ballpark Dr Date of Event: Saturday, 9/16/2023			
Operator 2023-2024 New	Allison M Anderson Rock Snow Park			
Operator 2023-2024 New	Tricia Peterson Tuckaway Country Club			
Operator 2023-2024 New	Suzanne Serra Rock Snow Park			
Operator 2023-2024 Renewal	Gloria J Grabarczyk Franklin Lioness – St Martin’s Fair			
Operator 2023-2024 Renewal	Pamela J Le Houllier Franklin Lioness – St Martin’s Fair			
Temporary Class B Beer & Wine	Franklin Lioness Lions Club: St. Martin’s Labor Day Fair Person in Charge: Gloria Grabarczyk Dates of Event: 9/3/2023 through 9/4/2023 Location: St. Martins Rd & Church St			
Temporary Class B Beer & Wine	Knights of Columbus Trinity Council: St. Martin’s Labor Day Fair Person in Charge: Kenneth Keefer Dates of Event: 9/3/2023 through 9/4/2023 Location: St. Martin of Tours Church Lot – 7963 S 116 th St			
4.	Adjournment	Time:		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated July 14, 2023 through July 27, 2023, Nos 193543 through Nos 193736 in the amount of \$ 1,666,158 48 Also included in this listing are EFT's Nos 5394 through EFT Nos 5409, Library vouchers totaling \$ 34,682 27, Tourism vouchers totaling \$ 21,607 41, Water Utility vouchers totaling \$ 64,771 73 and Property Tax Refunds in the amount of \$ 5 82 There were no Voided checks for this period

Early release disbursements dated July 14, 2023 through July 26, 2023 in the amount of \$ 968,605 97 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 481 dated July 14, 2023 through July 26, 2023 in the amount of \$ 5 82 This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated July 28, 2023 is \$ 470,993 89, previously estimated at \$ 660,000 Payroll deductions dated July 28, 2023 are \$ 246,066 73, previously estimated at \$ 320,000

The estimated payroll for August 11, 2023 is \$ 650,000 with estimated deductions and matching payments of \$ 400,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 27, 2023 in the amount of \$ 1,666,158 48
- Payroll dated July 28, 2023 in the amount of \$ 470,993 89 and payments of the various payroll deductions in the amount of \$ 246,066 73, plus City matching payments and
- Estimated payroll dated August 11, 2023 in the amount of \$ 650,000 and payments of the various payroll deductions in the amount of \$ 400,000, plus City matching payments

ROLL CALL VOTE NEEDED