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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**
WEDNESDAY, FEBRUARY 21, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of February 6, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Update to the Common Council on the Enchant Christmas Event.
 - 2. A Resolution to Award Painting Exterior of Franklin Historical Society’s Franklin Chapel (8044 S. Legends Drive) to Culver’s Painting, LLC for \$12,180.
 - 3. Concept Review for a Development Proposal for Saia Motor Freight Line, LLC Located at 10613 S 27th St (TKN 951-9996-019) (Brett Rabe, Saia Motor Freight Line, LLC, Applicant).
 - 4. A Resolution Conditionally Approving a Condominium Plat for Forest Home Commercial Condominium, a condominium at 11217 West Forest Home Avenue (ACG Acquisitions #10 LLC (d/b/a Anderson Commercial GRP), Property Owner).
 - 5. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Site Plan Amendment (By Federation of Croatian Societies Inc., Applicant and Property Owner) (9100-9140 S 76th Street).
 - 6. Environmental Commission Recommendation Back to the Common Council Regarding Mowing Best Practices for Maintenance of Native Plants.
 - 7. An Ordinance to amend Planned Development District No. 7 as it pertains to the Administration of Sign Permits.
 - 8. A Resolution Redefining the Rural and Urban Areas as provided in Ordinance No. 85-860 Regulating Truck Parking and Raising Animals.
 - 9. An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to transfer an additional \$7,000 to the Capital Outlay Fund for the Purchase of Cabling for the Fire Department.

10. Authorize the Agreement for Fiber Optic Maintenance Services Between the City of Franklin and Fiber Optic Management, LLC d/b/a Turnkey Network Solutions – Funded by Account 46-0181-5846.9650.
11. Authorize the Installation of CAT6 Cabling at Fire Stations 1, 2, and 3 for Voice over IP (VoIP) Communications – Funded by Account 41-0221-5822.
12. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to Transfer \$12,066.00 of Contingency Appropriations to Assessor Subscription Appropriations and for the Capital Outlay Fund to Provide Additional \$62,299 Appropriations for a One-Time Assessor Software Service Fee.
13. Authorize the Purchase of Market Drive CAMA Assessment Management System and Data Software Licensing and Conversion Services from Catalis – Account Numbers 01-0154-5422 and 41-0154-5843.
14. A Resolution to Sign Agreement for Proshred Security for a 2024 Community Document Shredding Event for an Estimated Amount of \$1,600.
15. An Ordinance to Add §183-48. D. to the Municipal Code that Discusses the Use of City Park Pavilions.
16. Authorize Staff to Solicit New Vehicle Bids Considered in the 2024 Fund 42 Equipment Replacement Fund.
17. A Resolution Authorizing the Installation of Two Light Poles Within the 25-Foot Wide Sanitary Sewer Easement at 7730 South Lovers Lane Road (TKN 794-9999-007), (Dharmesh Ghelani-AK Developers LLC as Applicant).
18. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Development/Impact Fee Fund to Provide Additional Appropriations in the Amount of \$128,768.00 to Refund Impact Fees to Developer.
19. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the General Fund, Capital Outlay Fund and TID 8 Capital Projects Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$1,286,407.00.
20. An Ordinance to Amend Municipal Code §222-4 to Add a Degradation Fee to Right-of-Way Permits.
21. An Ordinance to Modify the Municipal Code §245-5 D. (4) Designating No Parking on Both Sides of W. Sycamore Street from S. 27th Street to a Termination Point at Approximately 1,800 Feet West of Intersection with S. 27th Street.
22. An Ordinance to Modify the Municipal Code §245-5 D. (4) Designating No Parking on Both Sides of West Service Road of S. Lovers Lane from Intersection of S. Phyllis Lane to a Point 450 Feet North.
23. A Resolution to Authorize Amendment 1 to Agreement with Kueny Architects LLC for the Department of Public Works and Fire Campus Site Civil Design and 11,000 square foot Department of Public Works Building Design in the Amount of \$40,653.00.

24. Authorization to Solicit and Receive Bids for Kayla's Playground Poured in Place Flooring at Franklin Woods Park at 3723 W. Puetz Road (TKN 854-9936-000).
25. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to Transfer \$6,005 of Merit Pool Costs to Engineering Personnel Costs.
26. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund to Provide Additional Resources and Appropriations for Various Health Grants.
27. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Health Grant Funds to Provide Additional \$9,800 of Resources & Appropriations for the New Alliance Wisconsin Youth State Opioid Response Prevention Grant (SOR3).
28. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to Carryforward \$48,365.79 of Unused 2023 Planning Department Software Appropriations and Provide Additional Appropriations Associated with the Houseal Lavigne Associates, LLC Contract in the Amount of \$16,510.00.
29. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Carryforward \$10,820.00 of Unused 2020 Appropriations for the Senior Citizen Travel Account.
30. A Resolution to Issue Contract Change Order No. 2 to Payne and Dolan, Inc. for the 2023 Local Street Improvement Program in the Amount of \$4,224.90.
31. A Resolution for Amendment 1 to raSmith, Inc Agreement for Additional Design Services at Water Tower Park - 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$12,200.
32. Authorization to Bid the 2024 Local Street Improvement Program Resurfacing and Preventative Maintenance Contracts.
33. Establish the Sanitary Sewer User Fee for 2024.
34. 2024 Culvert Pipe Pricing as Adopted by the Board of Public Works in Accordance with §222-2 of the Municipal Code.
35. Request Council Approval to Accept Donation of a Bench to be Located Inside or Outside the Main Entrance to the City Hall Community Room in Memory of Frank & Mildred Lisowicz.
36. A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.
37. A Resolution Designating Signatures for Checks and Orders Pursuant to § 66.0607 Wisconsin Statutes.
38. Claim submitted by Jeff Kramer on January 23, 2024 alleging tire damage to his vehicle as a result of hitting a manhole cover in the City of Franklin on January 12, 2024. The Common Council may enter closed session pursuant to § 19.85(1)(e) and (g), Stats., to consider a claim submitted by Jeff Kramer alleging tire damage to his vehicle as a result of hitting a manhole cover in the City of Franklin on January 12, 2024, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

- 39. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and 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.
- 40. Tax Incremental District No. 5 BadAx development; and Vitalogy and Poths developments to the southeast thereof. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 BadAx development; and the Vitalogy and Poths developments to the southeast thereof, and related potential agreements provisions, the negotiation of provisions and 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.

H. Licenses and Permits: License Committee Meeting of February 21, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Notice is given that a majority of the Environmental Commission may attend this meeting to gather information about an agenda item over which the Environmental Commission has decision-making responsibility. This may constitute a meeting of the Environmental Commission, per State ex rel. Badke v. Greendale Village Board, even though the Environmental Commission will not take formal action at this meeting.

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

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

REMINDERS:

February 22	Plan Commission	6:00 p.m.
March 4	Committee of the Whole	6:30 p.m.
March 5	Common Council Meeting	6:30p.m.
March 7	Plan Commission	6:00p.m.
March 19	Common Council Meeting	6:30p.m.
March 21	Plan Commission	6:00p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 6, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on February 6, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber, Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and was closed at 6:40 p.m.

- PROCLAMATION
ARBOR DAY 2024 B.2. Mayor Nelson presented a Proclamation to designate May 4, 2024 as Arbor Day in the City of Franklin.

- MINUTES
JANUARY 16, 2024 C. Alderman Barber moved to approve the minutes of the Common Council meeting of January 16, 2024, as amended. Seconded by Alderman Hasan. All voted Aye; motion carried.

- UPDATE ON
ENCHANT
CHRISTMAS EVENT G.1. Update for Enchant moved to the February 21, 2024 Common Council Meeting.

- FIRE DEPT.
PURCHASE OF RADIO
EQUIPMENT AND
BATTALION
COMMAND VEHICLE
UPFITTING G.2. Alderman Barber moved to approve Fire Department purchase of radio equipment and emergency vehicle upfitting for a replacement Battalion Command Vehicle in the amount of \$55,227 - Capital Equipment Replacement Fund (42-0221-5811), as amended. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

- DONATION FROM
SACRED HEART AT
MONASTERY LAKE
FOR FIRE HEALTH
TRAINING G.3. Alderwoman Eichmann moved to accept a \$622.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex (Fund 28-0000-4731) and to spend the funding on firefighter health and wellness training (Fund 28-0221-5329-7081). Seconded by Alderwoman Day. All voted Aye; motion carried.

- CONCEPT REVIEW AT
7220 W. RYAN RD.,
PASA ECE, APUS
INVESTMENT,
APPLICANT G.4. Concept review for a mixed-use development proposal located at 7220 W. Ryan Road (TKN 884-9999-000) (Pasa Ece, APUS Investment, Applicant). No action taken.

- ALLIANCE WI YOUTH
STATE OPIOID G.5. Alderman Eichmann moved to approve the Director of Health and Human Services to accept and execute the Alliance WI Youth State

RESPONSE
PREVENTION GRANT

Opioid Response (SOR3) Prevention Grant Agreement for opioid misuse prevention efforts. Seconded by Alderman Barber. All voted Aye; motion carried.

TOWING
AGREEMENT WITH N
& S TOWING

G.6. Alderman Hasan moved to approve the Agreement with N & S Towing, Inc. for vehicle towing and storage of motor vehicles for the period March 1, 2024 through February 28, 2027, subject to technical corrections by the City Attorney. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2024-2583
AMEND ORD. 2023-
2569 - 2024 ANNUAL
BUDGET FOR GIS
SUPPORT SERVICES

G.8. Alderman Barber moved to adopt Ordinance No. 2024-2583, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYFORWARD \$1,100 OF UNUSED 2023 GIS SUPPORT SERVICES APPROPRIATIONS. Seconded by Alderwoman Day. All voted Aye; motion carried.

GIS SUPPORT
SERVICES
AGREEMENT WITH
GEOGRAPHIC
MARKETING
ADVANTAGE, LLC

G.7. Alderman Holpfer moved to approve the agreement with Geographic Marketing Advantage, LLC for Geographic Information System (GIS) Support and Database Maintenance Services for 2024 and authorize the Director of Administration to execute and administer the contract effective January 1, 2024. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

NEW HOUSING FEE
REPORT FOR 2023

G.9. Informational item only; no action required. This report is provided to fulfill the requirements of 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report.

NOVEMBER, 2023
MONTHLY
FINANCIAL REPORT

G.10. Alderman Holpfer moved to accept and place on file the 2023 November Monthly Financial Report. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2584
AMEND ORD. 2023-
2569 - 2024 ANNUAL
BUDGET FOR
PURCHASING AND
PLANTING OF TREES

G.11. Alderman Barber moved to adopt Ordinance No. 2024-2584, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS IN THE AMOUNT NOT TO EXCEED \$50,000 FOR THE PURCHASING AND PLANTING OF TREES. Seconded by Alderwoman Eichmann. All vote Aye; motion carried.

2024 DIVISION OF
PUBLIC HEALTH
CONSOLIDATED
CONTRACTS

G.12. Alderman Barber moved to authorize the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants. Seconded by Alderwoman Day. All vote Aye; motion carried.

DONATIONS FOR
OCTOBER –
DECEMBER, 2023

- G.13. Alderwoman Eichmann moved to acknowledge and accept donations received for October - December, 2023 from various Franklin residents and businesses. Seconded by Alderman Craig. All vote Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of February 6, 2024:

Grant 2023-24 Operator License to: Bruce Follo, Manmohit Kumar, Brent Lipinski, Amy Purvis, Adam Scanlan, Joanna Shebesta, & Nicole Valle; and

Grant Temporary Entertainment & Amusement to Franklin Health Department, Megan Conway, Outdoor Movie Night, City Hall Lawn & Lions Legend Park-9229 W Loomis Rd & 8030 S Legend Dr, 6/21/2024.

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


VOUCHERS AND
PAYROLL

- I. Alderman Craig moved to approve City vouchers with an ending date of February 1, 2024, in the amount of \$ 23,152,786.81, and payroll dated January 26, 2024 in the amount of \$ 510,858.21 and payments of the various payroll deductions in the amount of \$ 615,359.05, plus City matching payments, and estimated payroll dated February 9, 2024 in the amount of \$ 505,000 and payments of the various payroll deductions in the amount of \$ 480,000 payments of the various payroll deductions in the amount of \$ 276,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 8:10 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02-21-24</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Update to the Common Council on the Enchant Christmas Event</p>	<p>ITEM NUMBER</p> <p>B.I.</p>
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The update to the Common Council on the Enchant Christmas event is not available yet. This item will be brought back when the information is available.

COUNCIL ACTION REQUESTED

None

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	A Resolution to Award Painting Exterior of Franklin Historical Society's Franklin Chapel (8044 S. Legends Drive) to Culver's Painting, LLC for \$12,180	ITEM NO. Ald Dist 2 B.2.

BACKGROUND

The Franklin Historical Society has an April 2020 agreement with the City of Franklin for the maintenance, operations, and ownership of the historical buildings in Lions Legend Park.

The Franklin Chapel at 8044 S. Legends Drive needs repainting. The Historical Society submitted this to Staff but as an oversight, this expenditure was not included in the 2024 Budget.

ANALYSIS

In 2023, The Franklin Historical Society obtained four quotes and based on qualifications, project approach, and price, and Culver's Painting, LLC (Brookfield, WI) was selected for \$10,980. Culver's performed the job well. Culver's also provided a quote to the Historical Society in July 2023 to paint the Chapel for \$11,180 plus up to \$1,000 in carpentry work, if needed.

As \$12,180 is below the \$25,000 limit for soliciting bids prepared to public works requirements; and Culver's has demonstrated that their prices are competitive with competition; and Culver's has demonstrated that they can perform this type of work well and cooperative with City Staff and the Historical Society; therefore, Staff recommends that this Chapel work may be awarded to Culver's based on a singular quote.

Culver's Painting does not have the insurance in the City's standard form. The standard form includes \$2 million per occurrence / \$4 million per general aggregate and Culvers provides \$1 million per occurrence / \$2 million for the general aggregate. The standard form includes \$10 million per occurrence for umbrella or excess liability and Culvers provides \$1 million. Staff believes that these limits are acceptable for the proposed work and these limits were agreed upon in 2023.

The agreement (item 4) with the Historical Society notes that the Historical Society is responsible for up to \$2,000 of each repair. Assuming the full \$1,000 carpentry allowance is needed, the maximum net cost to the City (after \$2,000 Historical Society participation) is \$10,180.

OPTIONS

Authorize the enclosed agreement or other direction to Staff.

FISCAL NOTE

As described above, the Historical Society is obligated to pay for \$2,000 of the improvement and the balance of the project would be paid for by the City.

As this was not in the 2024 Budget, a Budget Amendment to Fund 46 (Capital Improvement Plan) in the amount of \$12,180 from the Fund Balance will occur with an expected contribution of \$2,000 from the Historical Society. The net cost to the City could be as little as \$9,180 if no carpentry work is needed.

RECOMMENDATION

Motion to approve Resolution 2024-_____ a resolution to award painting exterior of Franklin Historical Society's Chapel (8044 S. Legends Drive) to Culver's Painting, LLC for \$12,180.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AWARD PAINTING EXTERIOR OF
FRANKLIN HISTORICAL SOCIETY'S FRANKLIN CHAPEL
(8044 S. LEGEND DRIVE) TO CULVER'S PAINTING, LLC FOR \$12,180

WHEREAS, the Franklin Chapel historical building at 8044 Legend Drive needs exterior painting; and

WHEREAS, The Franklin Historical Society solicited four quotes for previous exterior painting projects; and

WHEREAS, Culvers Painting, LLC provided a quote of \$11,180 plus \$90/hour for any carpentry work; and

WHEREAS, the Franklin Historical Society has an agreement with the City of Franklin for funding \$2,000 of significant maintenance projects to the historical buildings in Lions Legend Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an agreement with Culver's Painting, LLC for \$11,180 plus up to \$1,000 of carpentry work for the exterior painting of the Franklin Historical Society's Franklin Chapel at 8044 S. Legend Drive.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____
day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirly J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Culver's Painting, LLC** (hereinafter "CONTRACTOR"), whose principal place of business is **4475 N 124th Street Suite D, Brookfield, WI 53005**

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide **Painting of Exterior of Historic Franklin Chapel**

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for **Exterior Painting, Power Washing, Exterior Prep Work, and Carpentry** as described in CONTRACTOR's proposal to CLIENT dated **July 8, 2023**:

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, for a **lump sum of \$11,180 at our standard billing**

rates for carpentry work with a not-to-exceed budget of \$12,180 subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$12,980. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

VI. INSURANCE

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of May 1, 2024.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

CULVER'S PAINTING, LLC

BY: _____

BY: Elliot Lund

PRINT NAME: John R. Nelson

PRINT NAME: Elliot Lund

TITLE: Mayor

TITLE: CWR

DATE: _____

DATE: 1/24/24

BY: _____

PRINT NAME: Shirly J. Roberts

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle Brown, M.B.A

TITLE: Director of Finance and Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



4475 North 124th Street | Suite D | Brookfield, Wisconsin 53005
 262 724.6837 | service@culverspainting.com | culverspainting.com

RECIPIENT:

City of Franklin

8060 S Legend Dr
 Franklin, WI 53132
 Phone: (414) 421-6539

SERVICE ADDRESS:

8060 S Legend Dr
 Franklin, WI 53132

Estimate #9835

Sent on

Jul 08, 2023

Total

\$11,180.00

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Exterior Painting - St. Peters Chapel	Areas Included. Siding Fascia Soffits Windows Window Frames Doors Door Frames Areas Excluded. Rear Staircase	\$8,200.00
		Optional
Rear Staircase	Areas Included: Floor Steps Railing and Spindles Support Posts Outer Fascia/White Trim	\$2,980.00
Carpentry	Billed at \$95/hr plus materials. Carpentry not to exceed \$1000	\$0 00
Power Wash	Light rinse/cleaning to all areas being painted	\$0.00
Exterior Preparation Work	Caulking where cracked and failed Puttying to small holes Scraping where flaking Priming to bare wood Cover areas not being painted Remove and re-install downspouts	\$0 00
Paint Included	Siding and Trim: Sherwin Williams/Woodscapes/Solid Stain/2 Coats Staircase Floors and Steps Sherwin Williams/Super Deck/Elastomeric Deck and Dock/2 Coats Staircase White Areas Sherwin Williams/Woodscapes/Solid Stain/2 Coats	\$0.00


Total

\$11,180.00

This price will be honored if the work is completed in 2024. The 30 day price locked is waived and extended through 2024. The deposit will also be waived.

Quote valid for 30 days. To proceed, sign and return this sheet with your deposit or follow the link in the emailed version.

Signature: _____ Date: _____

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 21, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CONCEPT REVIEW FOR A DEVELOPMENT PROPOSAL FOR SAIA MOTOR FREIGHT LINE, LLC LOCATED AT 10613 S 27TH ST (TKN 951 9996 019) (BRETT RABE, SAIA MOTOR FREIGHT LINE, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center; font-size: 1.5em;">A.3.</p> <p style="text-align: center;">District 4</p>

A Concept Review is an informal high-level perspective presentation of a potential project by a developer to the Common Council. While not required, the Concept Review provides developers with the opportunity to obtain comments from Common Council members before undertaking more detailed design and applications processes. The Concept Review is strictly optional by the request of a developer. No comments made at a Concept Review meeting are in any way binding upon any actions by the City during a subsequent required applications process. The Common Council does not entertain any motions or take any actions upon the potential project at a concept review meeting.

BACKGROUND & APPLICATION

On January 18, 2024, the applicant submitted the application for Concept Review. The applicant, SAIA Motor Freight Line, LLC has met with staff regarding this project and potential development of the property. The applicant proposes to proposed redevelop the former Fed Ex property on Elm Road into a “24/7 working terminal” with peak hours during the day, and propose a number of site improvements. The Special Use approval for Fed Ex has lapsed; PDD 39 prohibits truck terminals.

The documents attached include:

- Staff report prepared by the City Development Department and staff comments from other City departments.
- Applicant’s Concept Review submittal: project summary and concept plan.

COUNCIL ACTION REQUESTED

No action requested. No action to be taken.

CITY OF FRANKLIN REPORT TO THE COMMON COUNCIL

Meeting of February 21, 2024

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed development.

Project Name:	SAIA Motor Freight Line, LLC
Property Owner:	Franklin Tech Center, LLC
Applicant:	Brett Rabe, SAIA Motor Freight Line, LLC
Property Address/Tax Key Number:	10613 S 27TH ST / 951 9996 019
Aldermanic District:	District 4
Agent:	Brian C. Randall, Amundsen Davis, LLC
Zoning District:	Planned Development District 39
Use of Surrounding Properties:	Planned Development District 39
Application Request:	No action requested.
Staff Planner:	Marion Ecks, AICP

The applicant, Brett Rabe of SAIA Motor Freight Line, LLC has submitted an application for Common Council feedback on a proposed redevelopment of the former Fed Ex property on Elm Road.

CONCEPT DESCRIPTION

This approximately 13-acre lot is the site of the former Fed Ex shipping facility located on the north side of Elm Rd., west of the intersection with 27th Street, and the newly-constructed interchange with I-94. It was purpose-built with a number of features tailored to trucking. The applicant proposes to revive the existing 47,875 square foot building as a “24/7 working terminal” with peak hours during the day, and propose a number of site improvements. The Special Use approval for Fed Ex has lapsed; PDD 39 prohibits truck terminals.

STAFF ANALYSIS

City Development staff has the following comments and concerns about this proposal. Additional comments provided to the applicant are detailed in the attached Staff Comments memo.

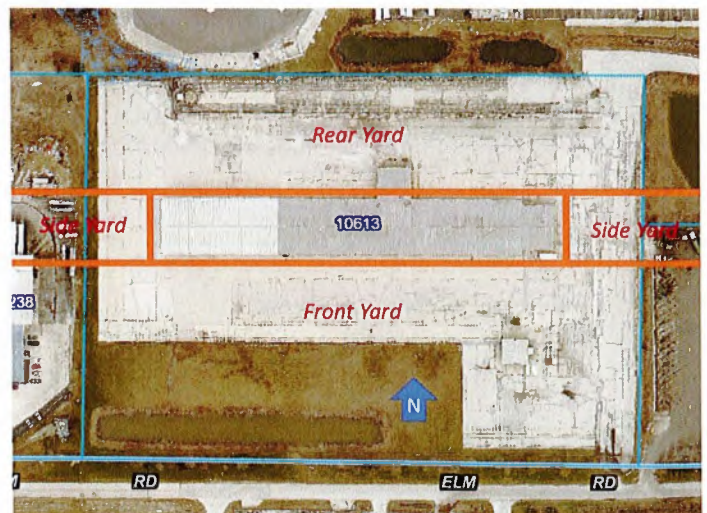
Current Zoning and Proposed Development.

This property is located in the “Gateway Area” of PDD 39. PDD 39 was crafted to encourage the redevelopment of the area into a “a high-quality office, light industrial, and commercial mixed-use area (15-3.0444.B).” PDD 39 does not allow for standalone trucking uses, and explicitly excludes truck terminals (15-3.0444.A.B.4.d and 15-3.0444.B.B.4.d). In order to allow for the applicant’s use, a Major PDD Amendment is necessary. This application is similar to rezoning, or to amending the zoning text.

- “Spot Zoning” or individual zoning of “relatively small area for uses significantly different from those allowed in the surrounding area” is not a land use best practice (League of Wisconsin Municipalities). Planning does not recommend approval of a Major PDD Amendment to a single lot, or to the Gateway area, for this use.
- Feedback on Concept Reviews from the recent past have not looked favorably on shipping or truck-based uses in the Gateway Area.
- **Overnight parking of trucks requires Special Use approval.** Trucking is allowed in the district as an *accessory use*, meaning that deliveries of materials and transportation of finished goods as the result of production, is allowed. This already occurs at several of the existing businesses, which have obtained Special Use approval.
- **Consistency with the Comprehensive Plan.** The Future Land Use Map of the Comprehensive Plan designates this site and the majority of PDD 39 as Mixed Use. Typically, “mixed-use developments include several different uses that work together and share the same infrastructure, utilities, and public amenities, and typically combine professional activities, such as commercial retail and office uses and residential uses (City of Franklin Comprehensive Master Plan).” They further “seek to create pedestrian friendly environments with a variety of uses that enable people to live, work, play, and shop in one place.” PDD 39 includes several design standards and other zoning features geared towards this land use pattern. The introduction of trucking as a standalone use is not compatible with the land use of this area.

Site Plan.

The applicant proposes to reuse the existing building and amenities, which were built with a number of features tailored to trucking. These features also present challenges to the redevelopment of the lot. There is an existing building with truck bays on the north and south facades, and a large concrete pad surrounding the building. The building is located with frontage on Elm Rd. The applicant proposes to use an existing access road connection which extends to S. 27th St. to access the site, not the Elm Rd. driveway. They have conducted a preliminary Transit Impact Analysis to support this routing.



The Site Plan application must comply with the requirements of the PDD. Some key comments include:

- The building’s primary façade (wall) faces a parking lot to the south, and Elm Street beyond that. This is identified as the front yard of the lot by the UDO. Improved design facing the street is required. In addition, PDD Design Standards require parking in front yards to be designated and configured for visitors and high-turnover use, with employee parking in side and rear yards.

- A landscape plan was not provided at this stage, but would be required as part of a Site Plan application. The applicant is proposing additional vegetative screening along Elm St., in lieu of site changes.
- PDD 39 has design standards for both architecture and site layout. These include requirements for decorative materials, location of building entrances so that they are attractive and accessible to pedestrians along with other pedestrian amenities, foundation landscaping, etc. These design standards are tailored to and complement the uses the PDD allows in the “Gateway” area – ie office and headquarter uses, etc. The proposed use and design is not compatible with these requirements. In order for a site plan to obtain approval the applicants must obtain waivers of these standards from Plan Commission.

Tax Increment District.

This property is located in TID 8, on the existing Elm Road. Economic Development Director Regetz notes that “the site does have redevelopment potential for higher use, as planned in PDD 39. SAIA has indicated they would be amenable to selling after a time, in order to recover a sufficient amount of investment. They were to determine that timeframe and they should have an answer for the Council Meeting.”

Staff Recommendation:

Staff has no recommendation. This item does not have a recommended motion and no official action is to be taken.

Exhibits:

- Staff Comments
- PDD 39 Design standards
- Applicant narrative
- Applicant Exhibits
- Map of TID 8

Citations:

League of Wisconsin Municipalities. (n.d.). Zoning FAQ 6 - Spot Zoning. <https://www.lwm-info.org/1136/Zoning-FAQ-6>

City of Franklin Comprehensive Master Plan (2009)

MEMORANDUM

Date: February 15, 2024
To: Brett Rabe, SAIA Motor Freight Line, LLC
From: Department of City Development. Marion Ecks, AICP, Senior Planner.
RE: Staff Comments - Concept Review, 10613 S 27TH ST / 951 9996 019

Please be advised that city staff has reviewed the above application received on January 18, 20, for a proposed development in the lots located at 10613 S 27TH ST / 951 9996 019. The following comments are for your review and consideration.

Department of City Development

1. **Future Land Use Designation.** The City of Franklin 2025 Comprehensive Master Plan designates the property as “Mixed Use.”
2. **Zoning and Uses.** The property in this proposed development are zoned Planned Development District (PDD) 39. It is located in the “Gateway” area of the PDD, which is tailored to office and administrative uses, and excludes most industrial uses.
 1. Truck terminals are a prohibited use in PDD 39.
 2. Outdoor Storage is prohibited in PDD 39.
 3. Overnight parking of large vehicles requires Special Use approval.
 4. The Fed Ex development was approved through a Special Use prior to rezoning of the property. After creation of the PDD, this became a legal nonconforming use in the district. Under §15-3.0701.G.2, if the use discontinues for a period of six months, this approval is considered lapsed.
 5. The proposed development would require a Major PDD Amendment (an amendment to the zoning) of the property to allow for trucking uses. Planning does not recommend approval of a Major PDD Amendment to a single lot, or to the Gateway Area of the PDD as a whole for this use.
 6. General office is allowed in all non-residential districts.
3. **Development Review Process.** Implementation of this project as proposed will require, at a minimum, the following applications or review by the City of Franklin:
 1. Major PDD Amendment (Common Council Approval).
 2. Special Use approval from Common Council for overnight truck parking.
 3. Site Plan Amendment approval from Plan Commission.

4. Waivers of design standards from Plan Commission, OR
5. Minor PDD Amendment to revise design standards, subject to approval of Common Council.
6. A Natural Resource Special Exception (NRSE) if there are impacts to natural resources protected under UDO Part 4 may be necessary. NRSEs require Environmental Commission and Plan Commission review and Common Council approval.
7. Related approvals such as required easements, and review and approval from other departments such as building permits, stormwater, etc. See below for comments from other departments.
8. Please note that the applicant is also responsible for any necessary permits from other jurisdictions.

4. Site Plan.

1. Proposed design of the site is not responsive to the design standards of PDD 39 including requirements for decorative materials, location of building entrances, location of parking, provision of pedestrian access, and other requirements. These design standards are tailored to and complement the uses the PDD allows in the “Gateway” area – ie office and headquarter uses, etc. Please refer to the attached design standards for more information.
 - i. Applicants may request waivers of standards from Plan Commission or a Minor PDD Amendment to revise the requirements.
2. The building’s primary façade (wall) faces a parking lot to the south, and Elm Street beyond that. This is also the Front Yard of the property. Improved architecture facing the street is needed.
3. A landscape plan was not provided at this stage, but would be required as part of a Site Plan application.

5. General Comments.

1. The site is currently not served by utilities including water and sewer. Future development in the area may require properties on Elm Rd. to connect to City services.

6. Separate engineering submittals are required.

Planned Development District No. 39: Mixed Use Business Park

Design Standards

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

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

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

1. PARKING STANDARDS

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

a. Parking required and location regulated

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

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

2. GENERAL SITE DESIGN STANDARDS

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

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

3. LANDSCAPE STANDARDS

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

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

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

4. ARCHITECTURAL STANDARDS

The following additional building character and design standards apply:

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

5 SIGNAGE STANDARDS

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

6. LIGHTING STANDARDS

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

7. SUPPLEMENTAL DESIGN GUIDELINES

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

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

1. PARKING STANDARDS

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

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

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

2. GENERAL SITE DESIGN STANDARDS

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

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

3. LANDSCAPE STANDARDS

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

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

4. ARCHITECTURAL STANDARDS

The following additional building character and design standards apply:

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

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

5. SIGNAGE STANDARDS

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

- a. Wall signs are prohibited.

6. LIGHTING STANDARDS

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

7. SUPPLEMENTAL DESIGN GUIDELINES

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



COMPANY OVERVIEW

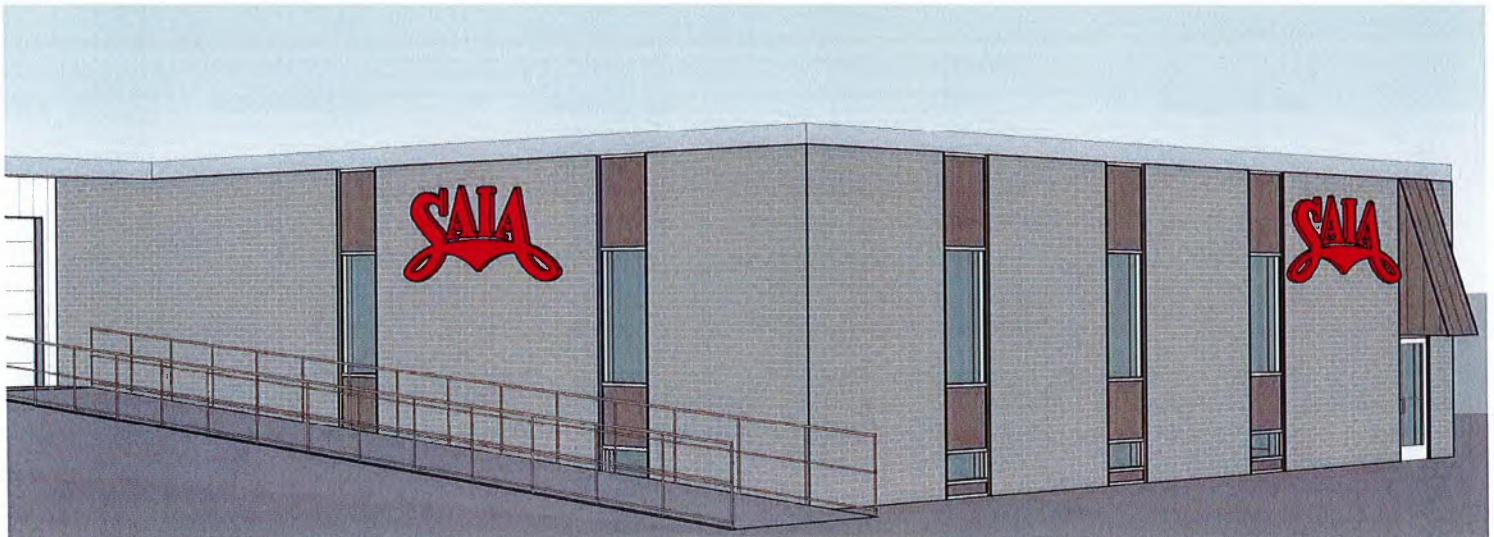
..... Franklin, WI

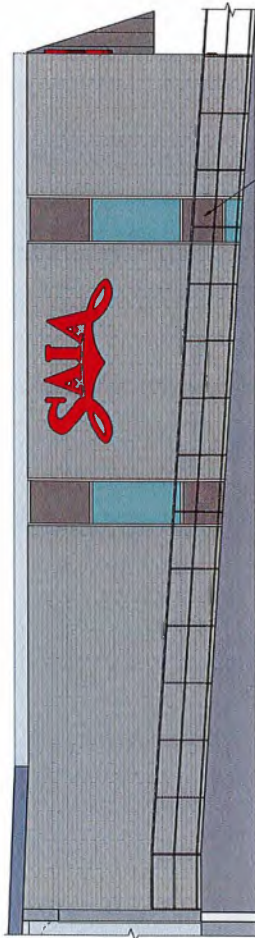


Saia, Inc. (NASDAQ: SAIA) offers customers a wide range of less-than-truckload, non-asset truckload, expedited and logistics services. With headquarters in Johns Creek, Georgia, Saia LTL Freight operates over 190 terminals across the U.S. and employs over 12,000 people nationwide. Saia LTL Freight has been recognized by the American Trucking Associations Safety Management Council for its outstanding safety record.



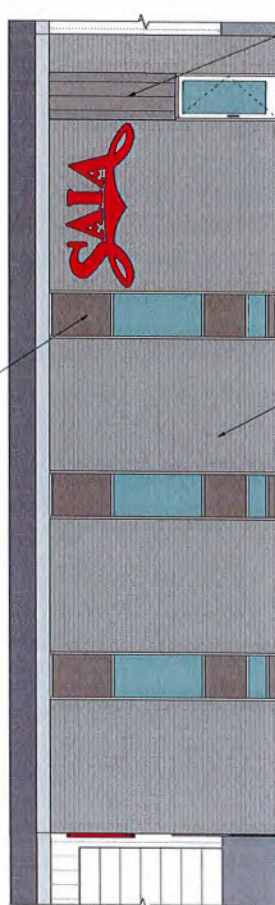
- ▶ Relocating over 60 jobs to this terminal - employment is estimated to grow close to 100 within the next 10 years
- ▶ Line drivers wages are from \$80K to \$100K (depending on routes); Dock workers wages start at \$20 an hour; and the city drivers can expect to make between \$60K to \$80K
- ▶ Dock-to-driver program is offered by Saia - trains drivers to get their CDLs while still working for Saia
- ▶ It is a 24/7 working terminal, however peak hours are not during rush hour and most truck traffic in and out of the yard is between 7 AM and 10 PM
- ▶ Saia trucks have a 5-minute idle kill switch and do not have backup beepers
- ▶ Over 95% of the trucks entering are Saia-owned, operated, and maintained.
- ▶ The site will feature controlled access inclusive of 24-hour monitored security and state-of-the-art cameras which will monitor activities both inside and outside the terminal





West - SchA
SCALE: 1/8" = 1'-0"

PANT EXISTING SPANDREL PANEL GAUNTLET GRAY.



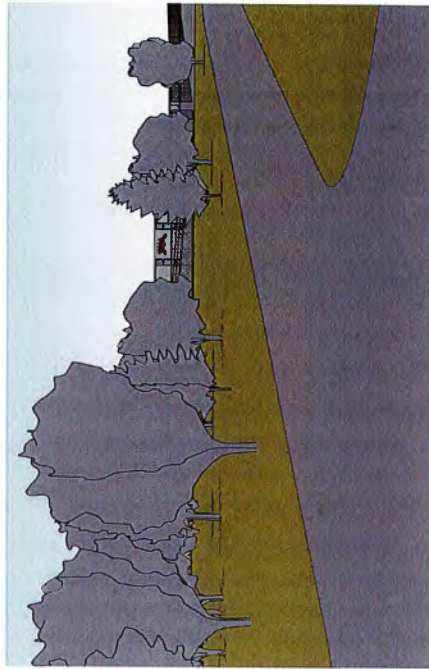
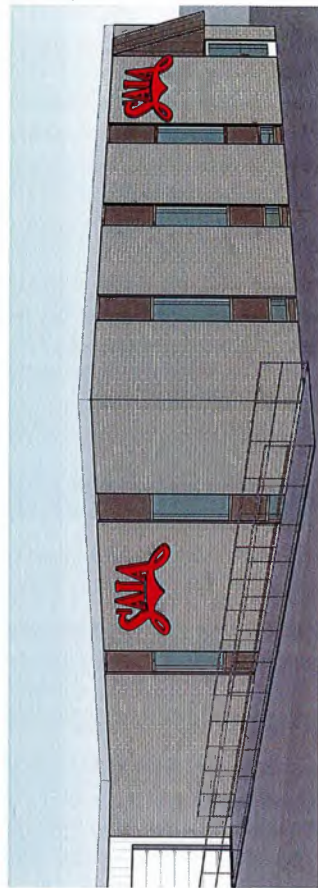
South - SchA
SCALE: 1/8" = 1'-0"

PANT EXISTING BRICK ACER GRAY.

GAUNTLET GRAY SLOPED STANDING SEAM CANOPY.

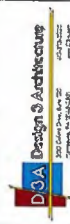


East - SchA
SCALE: 1/8" = 1'-0"



S 27th Street - SchA
SCALE:

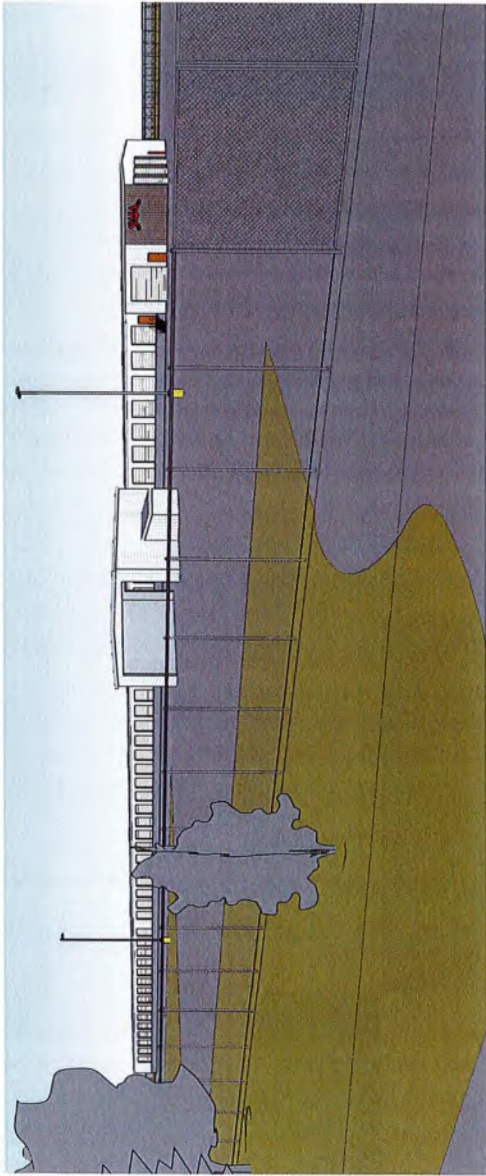
PRELIMINARY
HOT FOR CONSTRUCTION
Proposed County of Racine and Colton



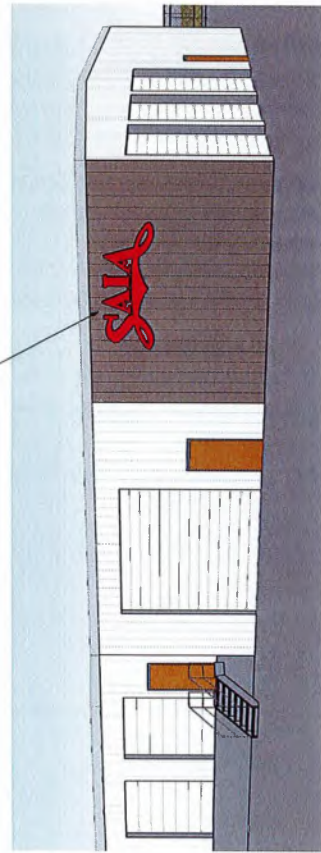
Project: Facade Renovations for
SATA Milwaukee, WI
10613 27th Street South
Franklin, WI 53132

Title: PRELIMINARY
Senior Office Electronic
No. 2023-62
Date: 01/15/23
Revised:

SchA.1



W. Elm Road - Scha
SCALE



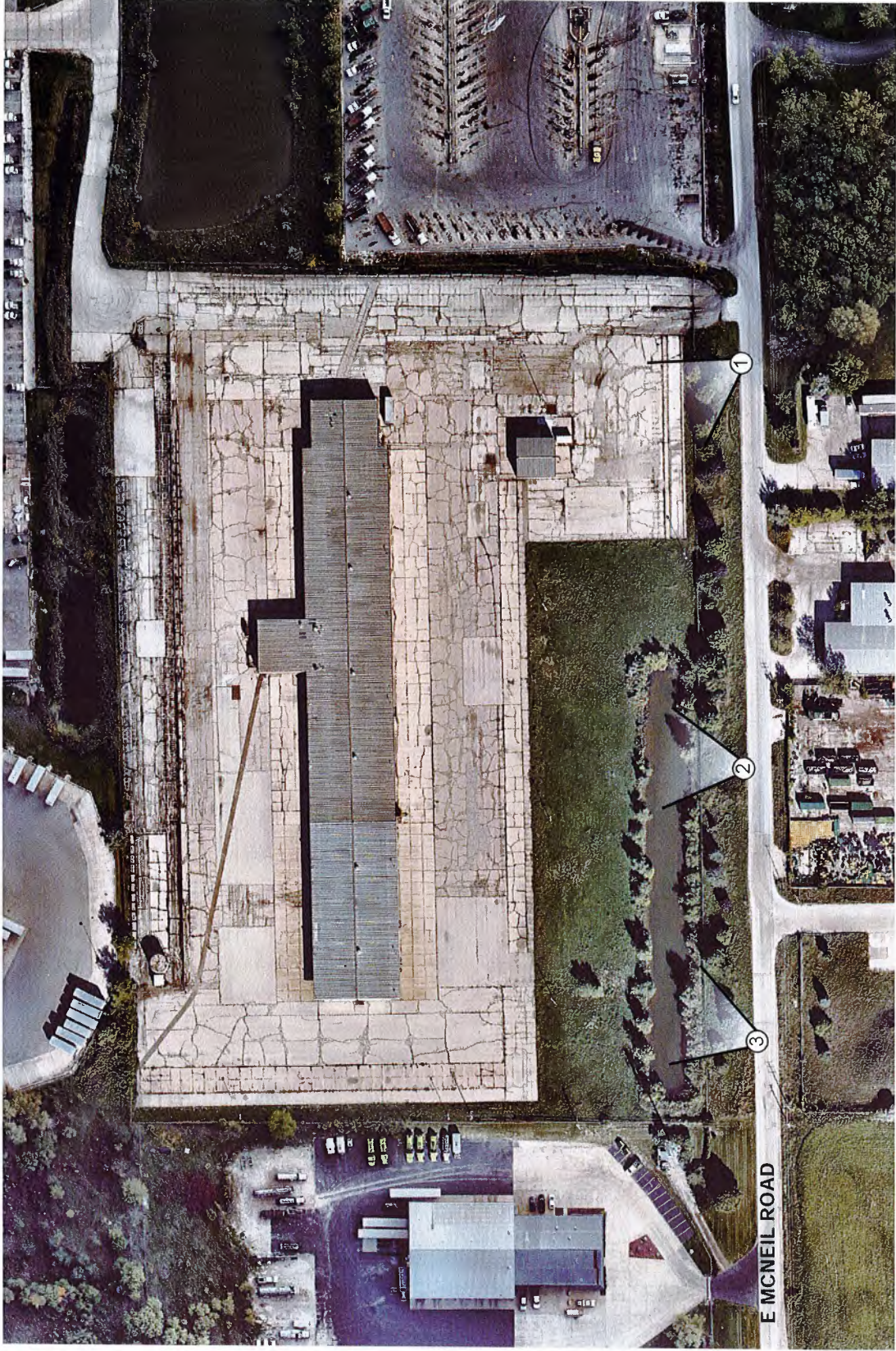
Shop - Scha
SCALE

PRELIMINARY
HOT FOR CONSTRUCTION
Project Only To Be Used For Reference

DJA Design & Architecture
300 East Duane Ave. Ste. 202
Oconomowoc, WI 53066
Tel: 262.222.4444
Fax: 262.222.4444

Project: Facade Renovations for
SALA Milwaukee, WI
10613 27th Street South
Fond du Lac, WI 53022

Title: PRELIMINARY
Shop Perspective
No. 2023-62
Date: 01/15/24
Revised:



OBSERVATION POINT KEY MAP

SERVICE CENTER | FRANKLIN, WI

DECEMBER 2023



Kimley»»Horn





OP 1: EXISTING CONDITIONS

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 1: PROPOSED CONDITIONS - INSTALL

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 1: PROPOSED CONDITIONS - MATURE

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 2: EXISTING CONDITIONS

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 2: PROPOSED CONDITIONS - INSTALL

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 2: PROPOSED CONDITIONS - MATURE

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 3: EXISTING CONDITIONS

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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OP 3: EXISTING CONDITIONS - INSTALL

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



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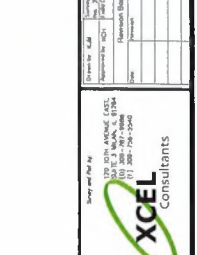
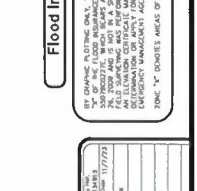
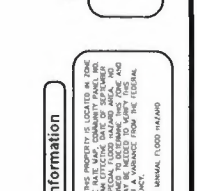
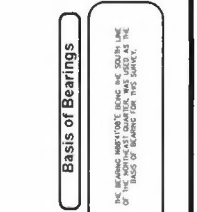
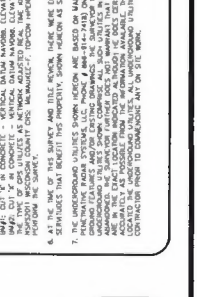
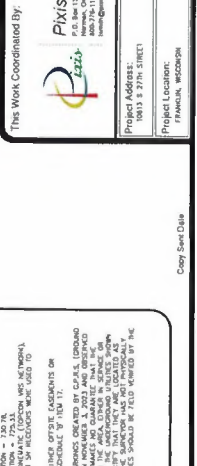
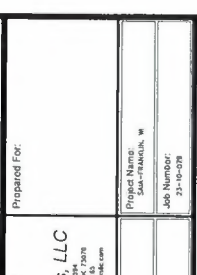
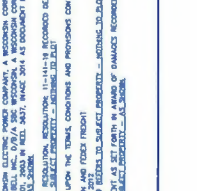
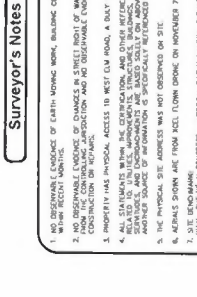
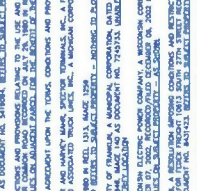
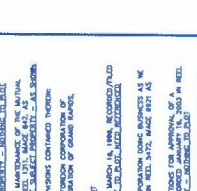
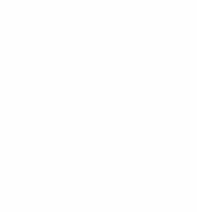
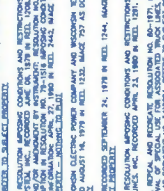
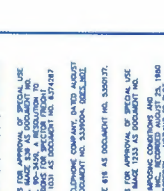
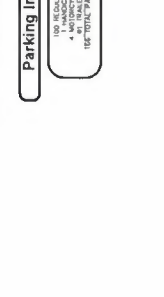
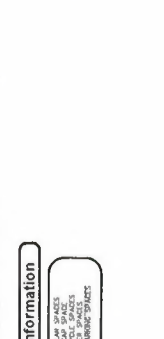
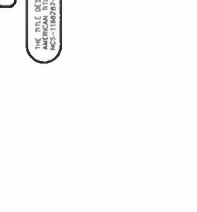
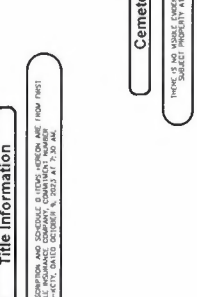
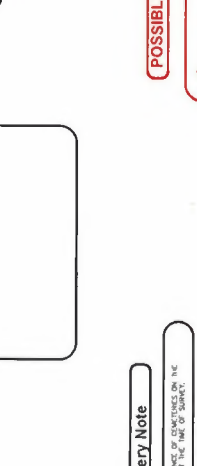
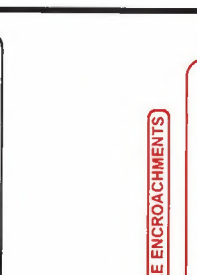
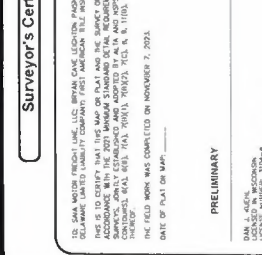
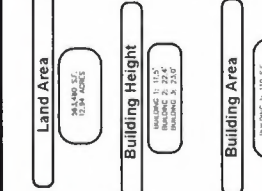
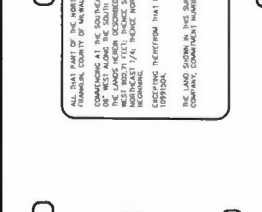
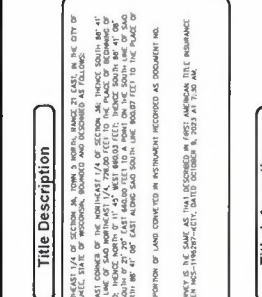
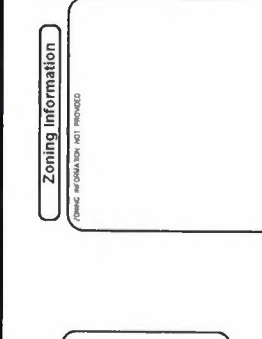
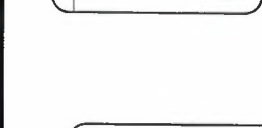
OP 3: EXISTING CONDITIONS - MATURE

SERVICE CENTER | FRANKLIN, WI

DECEMBER, 2023



Kimley»Horn



Surveyed and Platted by: **Pixis, LLC**
 18070 15th Avenue, Suite 100
 Issaquah, WA 98027
 Phone: (206) 751-1146
 Email: info@pixis.com

Project Name: **Sum-Franklin, W**
 Job Number: **231-10-028**
 Project Location: **FRANKLIN, WASHINGTON**

Prepared For:
 The Work Coordinated by:
ALTAIRSPS Land Title Survey

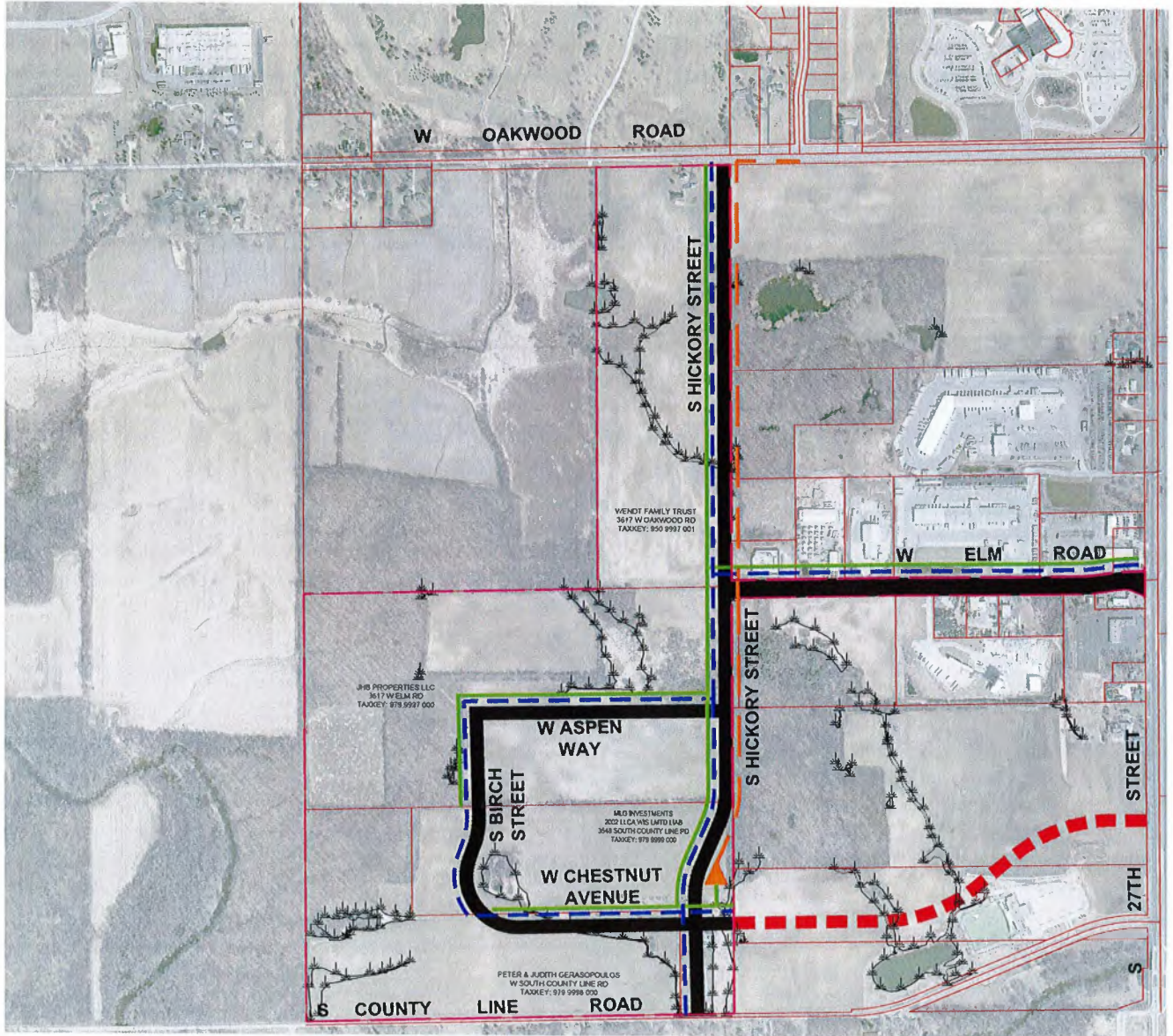
Sheet 1 of 2

Copy Sent Date

REVISED EXHIBIT A

PROPOSED REVISED CONCEPTUAL SANITARY SEWER, WATER MAIN, AND STREET LAYOUT

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

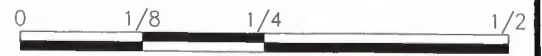


LEGEND

- TASK ORDER #5 & 6 PROJECT LIMITS
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY FORCE MAIN
- PROPOSED STREET
- FUTURE STREETS (CONCEPTUAL)
- DELINEATED WETLANDS (NOT COMPLETE)
- PROPOSED SEWAGE PUMPING STATION



SCALE IN FEET



SCALE IN MILES



REVISED: NOVEMBER 21, 2019
 REVISED: SEPTEMBER 24, 2019
 REVISED: AUGUST 31, 2018
 REVISED: JUNE 25, 2018
 DATE: MAY 23, 2018

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SOURCE:
 BASEMAP SOURCE:

Nov 21, 2019 4:48pm PLOTTED BY: AKrueger SAVED BY: AKrueger
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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>AR</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/21/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution conditionally approving a Condominium Plat for Forest Home Commercial Condominium, a condominium at 11217 West Forest Home Avenue (ACG Acquisitions #10 LLC (D/B/A Anderson Commercial GRP), Property Owner)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>D.4.</i></p> <p style="text-align: center;">Ald. Dist. #6</p>

At the February 8, 2024, regular meeting, the Plan Commission unanimously approved a motion to recommend approval of the Forest Home Commercial Condominium, a condominium at 11217 West Forest Home Avenue, pursuant to the attached resolution.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, conditionally approving a condominium plat for Forest Home Commercial Condominium, a condominium at 11217 West Forest Home Avenue (ACG Acquisitions #10 LLC (D/B/A Anderson Commercial GRP), Property Owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM, A CONDOMINIUM AT 11217
WEST FOREST HOME AVENUE
(ACG ACQUISITIONS #10 LLC (D/B/A ANDERSON COMMERCIAL GRP),
PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Forest Home Commercial Condominium, a Condominium at 11217 West Forest Home Avenue, such plat being Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, property located at 11217 West Forest Home Avenue, bearing Tax Key No. 748 9961 001, ACG Acquisitions #10 LLC, applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 8, 2024, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for Forest Home Commercial Condominium, a Condominium at 11217 West Forest Home Avenue, as submitted by ACG Acquisitions #10 LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. ACG Acquisitions #10 LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM
RESOLUTION NO. 2024-_____

Page 2

City of Franklin, including fees of consults to the City of Franklin, for the Forest Home Commercial Condominium, 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 ACG Acquisitions #10 LLC, applicant, a Condominium for the property located at 11217 West Forest Home 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.
4. The Forest Home Commercial Condominium shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for Forest Home Commercial Condominium, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for Forest Home Commercial Condominium with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of February, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of February, 2024.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM
RESOLUTION NO. 2024-_____

Page 3

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of February 8, 2024

CONDOMINIUM PLAT

RECOMMENDATION: City Development staff recommends approval of the Forest Home Commercial Condominium Plat, subject to the conditions set forth in the attached resolution.

Table with 2 columns: Property Owner, Applicant, Property Address/Tax Key Number, Aldermanic District, Agent, Zoning District, Use of Surrounding Properties, Proposal, Staff Planner.

Project Description/Analysis

The applicant has filed a Condominium Plat Application to create a 5-unit commercial condominium upon property located at 11217 W. Forest Home Avenue. This property has an area of approximately 3.77-acres and consists of an existing multi-tenant commercial building and associated drives and parking. The site also has a wireless communication tower and two maintenance buildings.

The proposed plat creates the Forest Home Commercial Condominium, which includes five separate units and establishes common and limited common elements. According to the applicant, the intent is to sell the separate units.

Note that no building or site changes are proposed as part of this request.

According to WDNR mapping, the site contains wetlands along the rear of the property and extending along the north and south property lines. In review of the Condominium Plat, staff recommended completion of a Natural Resource Protection Plan and submittal of a Conservation Easement.

Section 15-7.0601 requires that provisions pertaining to a final plat shall apply to a condominium plat as they may be applicable. Note final plats require that natural resources and their associated setbacks be shown on the plat and protected within a conservation easement. The applicant is requesting that a NRPP not be required or considered applicable at this time as the condominium plat does not include any site improvements or changes.

It can be noted that if development is proposed in the future, a NRPP would be required at that time as part of a Site Plan Amendment Application.

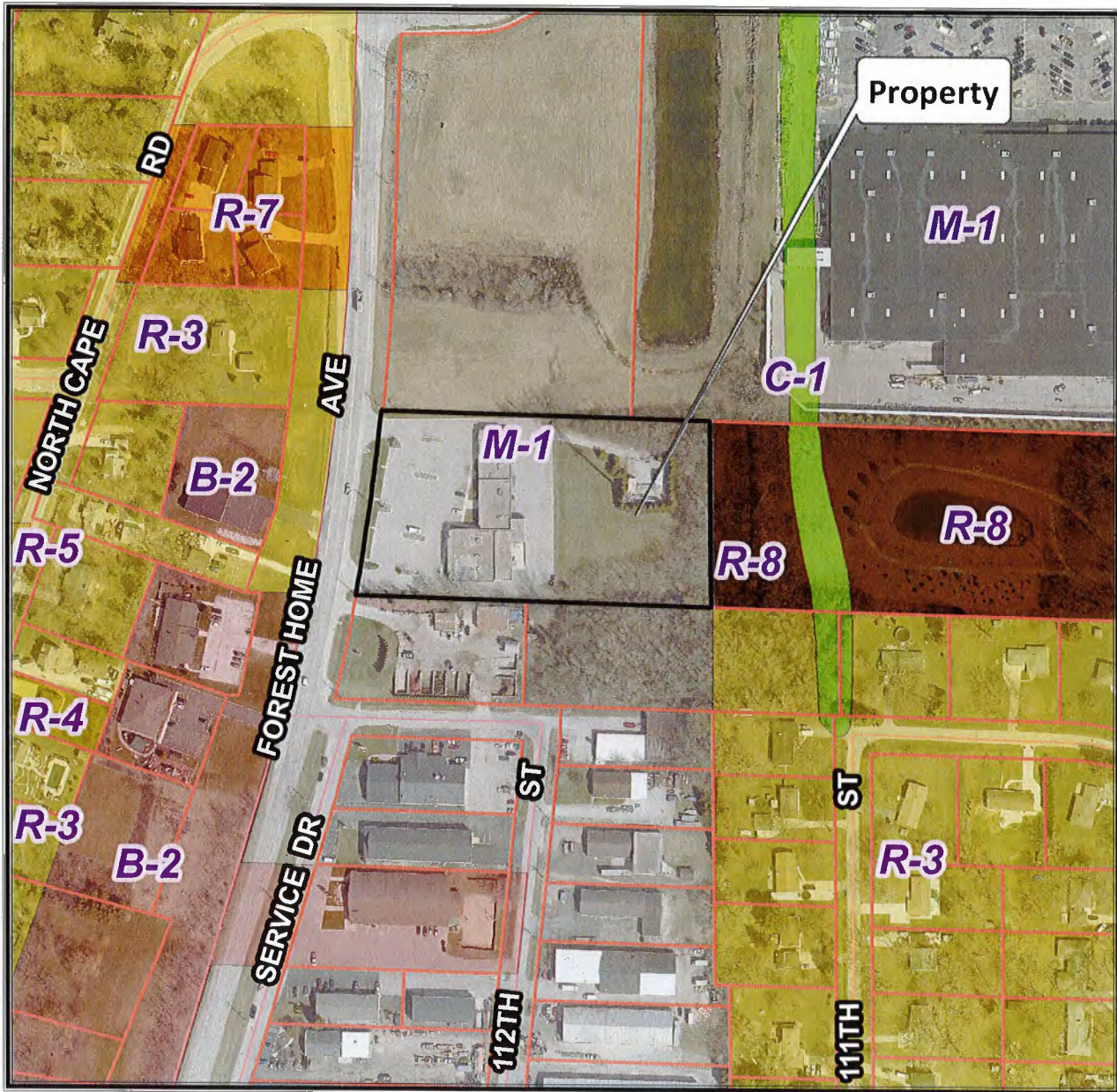
Staff does not object to requiring a NRPP and conservation easement in the future when development or site improvements are proposed. However, in certain areas the parking lot is within close proximity to the wetland. As such, staff anticipates recommending that a NRPP be completed with any modifications of the parking lot or site within those areas, even if minor or only maintenance is being performed. At that time, the City should consider the removal of any encroachments as may be practicable.

Pursuant to UDO Section 15-7.0603.D, the City Attorney reviewed and provided comments regarding the condominium declarations. The applicant has addressed those comments.

Staff Recommendation

A motion to recommend approval of the Forest Home Commercial Condominium Plat, subject to the conditions set forth in the attached resolution.

11217 W. Forest Home Ave.
TKN: 748 9961 001



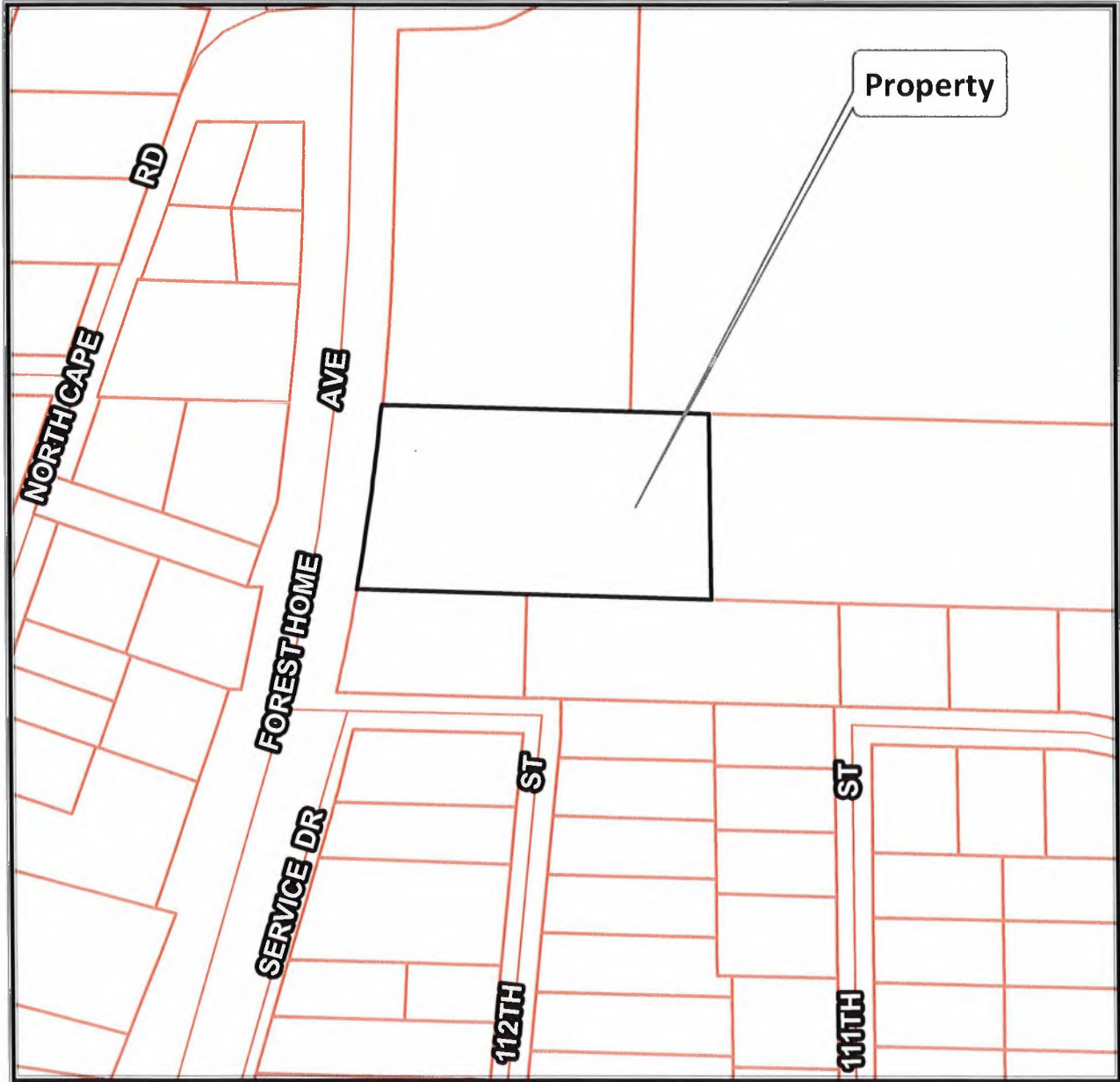
Planning Department
(414) 425-4024



2021 Aerial Photo

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

11217 W. Forest Home Ave.
TKN: 748 9961 001



Planning Department
(414) 425-4024

0 155 310 620 Feet

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.



PROJECT NARRATIVE

ACG Acquisitions #10, LLC, a Wisconsin limited liability company (“Developer”), submits the attached Application for Condominium (Final) Plat for the purpose of converting the existing building located at 11217 West Forest Home Avenue, Franklin, Wisconsin, from a multi-tenant commercial building into a 5-unit commercial condominium building. The layout of the site, footprint of the building, and boundaries between the units, all as shown on the proposed condominium Plat, reflect the current state of the land and building at the site. Developer desires to convert the building into a condominium to enable Developer to sell each unit separately.

Date of Application: 11/28/2023

APPLICATION FOR CONDOMINIUM (FINAL) PLAT

Review and approval of condominium instruments by the City of Franklin is required per Section 15-2.0103B. of the City of Franklin Unified Development Ordinance, and prior to submittal to Milwaukee County for recording.

Condominium instruments shall mean the declaration, plots and plans of a condominium together with any attached exhibits or schedules, in conformity with Wis. Stat. s.703.2.

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

Applicant (Full Legal Name[s]) Name: <u>Stephen M. Anderson</u> Company: <u>ACG Acquisitions #10, LLC</u> Mailing Address: <u>5000 South Towne Drive, Suite 100</u> City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u> Phone: <u>414-858-5200</u> Email Address: <u>sanderson@acgwi.com</u>		Applicant is Represented by (contact person) (Full Legal Name[s]) Name: <u>Stephen M. Anderson</u> Company: <u>ACG Acquisitions #10, LLC</u> Mailing Address: <u>5000 South Towne Drive, Suite 100</u> City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u> Phone: <u>414-858-5200</u> Email Address: <u>sanderson@acgwi.com</u>	
Project Property Information: Property Address: <u>11217 West Forest Home Avenue, Franklin, WI 53132</u> Property Owner(s): <u>ACG Acquisitions #10, LLC</u> Mailing Address: <u>5000 South Towne Drive, Suite 100</u> City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u> Email Address: <u>sanderson@acgwi.com</u>		Tax Key Nos: <u>748-9961-001</u> Existing Zoning: <u>M-1 (Limited Industrial District)</u> Existing Use: <u>Multi-tenant M-1 limited industrial uses</u> Proposed Use: <u>M-1 limited industrial uses</u> Future Land Use Identification: <u>M-1 limited industrial uses</u>	

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

The Unified Development Ordinance (UDO) can be found at the City's web site: www.franklinwi.gov

Final Condominium (Final) Plat Application submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$1,000
- Legal Description for the subject property (WORD.doc or compatible format).
- Eight (8) complete **collated and folded** sets of Application materials to include:
 - One (1) original and seven (7) **copies** of a written Project Narrative, *detailed description of the project.*
 - Eight (8) **full size copies of the Condominium Plat/Plans, drawn to scale (14" x 22") per s. 703.11 (2) (d) Wis. Stats.**
- Two (2) copies of the Declarations *and By-Laws (as applicable) per UDO Section 15-7.0603A. for administrative review and approval.*
- Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in Adobe PDF format.*

*Upon receipt of a complete submittal, staff review will be conducted within 20 days.

- *Final Plat Review requests require Plan Commission review and recommendation within 40 days of the filing date.
- *Within 60 days of the date of filing, Common Council shall approve, conditionally approve or reject the Final Plat, unless the time is extended by agreement with the Subdivider.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

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

Signature - Property Owner
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)

Date: 11/28/2023

Signature - Property Owner
 Name & Title (PRINT)

Date: _____

Signature - Applicant
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)

Date: 11/28/2023

Signature - Applicant's Representative
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)

Date: 11/28/2023

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

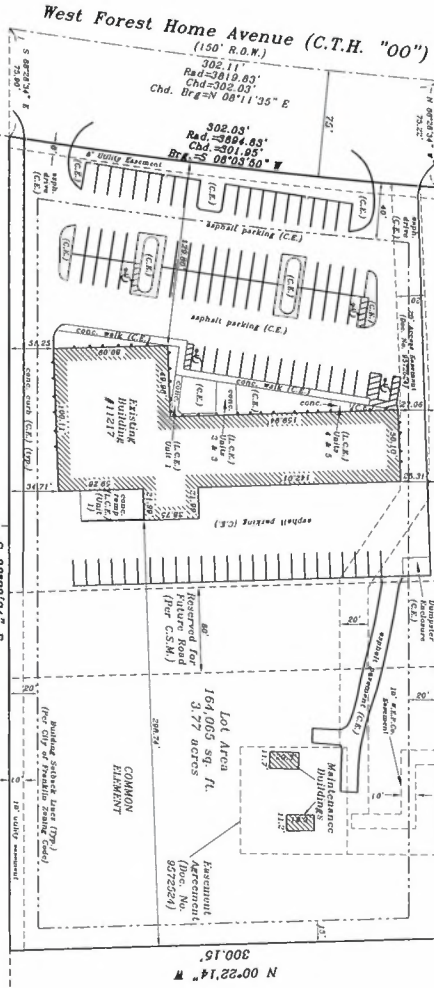
Address: 11217 West Forest Home Avenue, Franklin, Wisconsin

PIN No. 748-9961-001

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION
Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.



Note:

The location of subsurface utilities, such as gas mains, electric lines, sewer and storm sewers, and other utilities, are shown on this plan as a general indication only. It is the responsibility of the owner of any utility to determine the exact location of any utility served by that utility, and the owners of a limited Common Element of the units served by that utility, and the owners of the units served by that utility, shall be responsible for the maintenance, repair and restoration of that utility. If any utility is shown on this plan, the utility shall be known as a limited Common Element of that unit, and the owner of that unit shall be responsible for the maintenance, repair and restoration of that utility, even if it crosses another unit's limited Common Element.

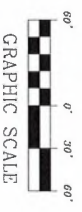
Surveyor's Certificate:

I, Dennis C. Seaver, a Professional Land Surveyor, do hereby certify that I have surveyed the above described property of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing buildings on said property. This plat is a correct and true location of the exterior boundary lines and the location of the existing buildings and the location of each unit, and the common elements can be determined from this plat.



Dennis C. Seaver
Dennis C. Seaver, P.L.S. #3421

July 5, 2023
Rev. July 13, 2023
Rev. October 25, 2023
Rev. November 13, 2023
Rev. January 23, 2024



- Addresses:**
- Unit 1 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 2 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 3 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 4 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 5 - 11217 W. Forest Home Ave., Franklin, WI 53132

Certification

Disclaimer:
CGC Acquisitions #10, LLC
5000 South Towle Drive
Suite 100, New Berlin, WI 53151
Prepared By:
Dennis C. Seaver PLS-3421
Metropolitan Survey Service, Inc.
Metropolitan Survey Service, Inc.
Franklin, WI 53132

NOTES:
L.C.E. = Limited Common Element
C.E. = Common Element

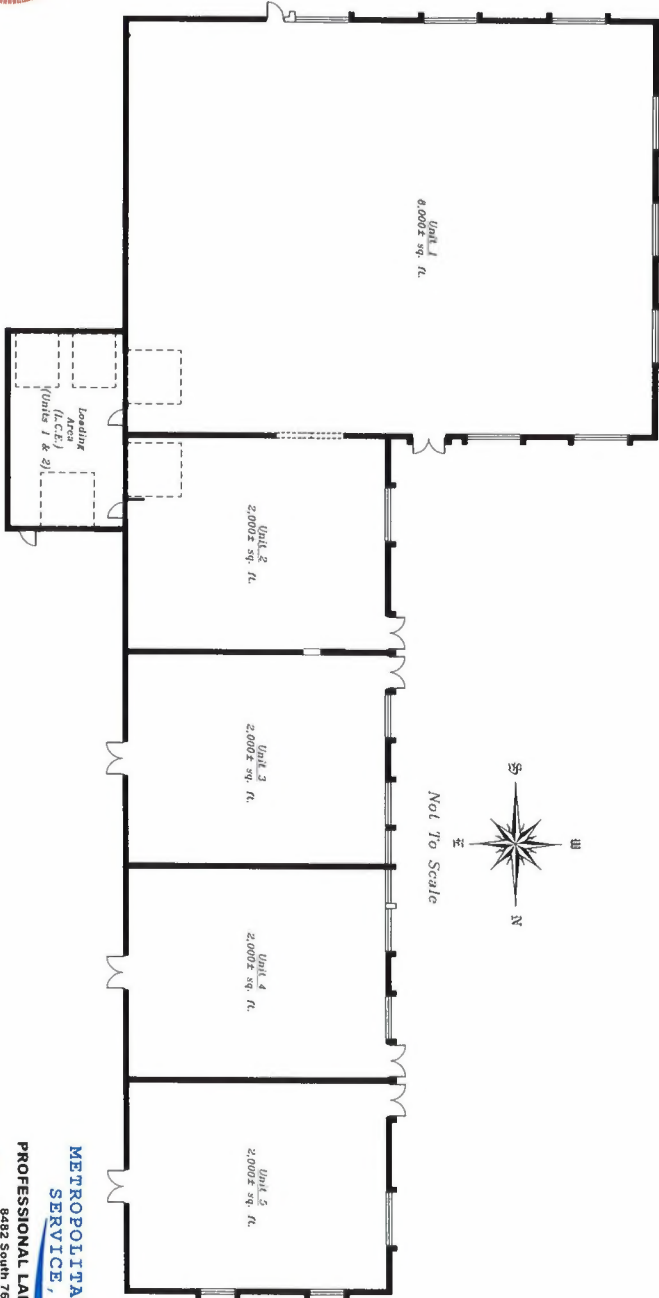
METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
8482 South 76th Street
Franklin, Wisconsin 53132
Phone: 262-539-5312
Survey: www.metropolitansurvey.com

Job No. 114369 Sheet 1 of 2

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION
 Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.



METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
 8482 South 76th Street
 Franklin, Wisconsin 53132
 PHONE (414) 529-5380
 survey@metropolitansurvey.com
 www.metropolitansurvey.com

Sheet 2 of 2

<u>Document Number</u>	DECLARATION OF CONDOMINIUM FOR FOREST HOME COMMERCIAL CONDOMINIUM	
Name and Return Address		
Adam A. Bardosy Mallery s.c 731 North Jackson Street, Suite 900 Milwaukee, Wisconsin 53202		
<u>748-9961-001</u>		
Parcel Identification Number (PIN)		Recording Area

THIS DECLARATION is made as of February ____, 2024 by ACG ACQUISITIONS #10, LLC, a Wisconsin limited liability company (“Declarant”).

Declarant, as the owner of the Property described below, subjects the Property to this Declaration and to the condominium form of ownership under the Wisconsin Condominium Ownership Act (the “Act”). This Declaration shall run with the land and shall bind and benefit Declarant, its successors and assigns, and all persons now or in the future having any interest in the Property.

**ARTICLE 1
NAME AND ADDRESS; SMALL CONDOMINIUM ELECTION**

The Property shall be known as Forest Home Commercial Condominium (the “Condominium”). The address of the Condominium is 11217 West Forest Home Avenue, Franklin, Wisconsin 53132. The Condominium shall be a “small condominium” as defined in Section 703.02(14m) of the Act. Sections 703.365(2)(c), 2(e), 4, and 8 of the Act shall apply to the Condominium.

**ARTICLE 2
PROPERTY**

A description of the land on which the Condominium is located is set forth on Exhibit A to this Declaration. Such land, together with all buildings and other improvements located on such land or to be constructed on such land in the future, is referred to in this Declaration as the “Property.” The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

ARTICLE 3 UNITS

3.1 Number and Identification. The Condominium shall consist of five (5) units (individually a “Unit” and collectively the “Units”) located in the building (“Building”) identified on the condominium plat attached hereto as Exhibit B (the “Plat”), together with the Common Elements as described in Article 4 (including those depicted on the Plat), whether constructed or not yet constructed. The Plat shows floor plans for each Unit, including the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 6, inclusive, as numbered on the Plat.

3.2 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of interior space of the Unit, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.2:

(a) Windows, doors, and garage and dock doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving the Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, and condensers and all connections thereto serving the Unit.

Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements (or Limited Common Elements as may be identified on the Plat).

3.4 Changes by Declarant. Declarant reserves the right to change the layout, location, dimensions and construction details of the Building, Units, Common Elements and Limited Common Elements shown on the Plat that are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the Building. For this purpose, Declarant shall have the exclusive right, without a vote of any other Unit Owners, to amend this Declaration and the Plat for the purpose of describing and depicting the layout, location, Unit numbers and dimensions of the building(s) and Units as finally located and erected.

3.5 Title. Each Unit Owner's interest in its Unit must be held in fee simple. (For the avoidance of doubt, a vendee's interest in a Unit under a land contract shall be deemed under this Declaration to be a fee-simple interest.)

3.6 Unit Owners' Rights and Duties. Each owner of a Unit (each a "Unit Owner," and collectively "Unit Owners") shall be subject to all the rights and duties assigned to Unit Owners under the terms of this Declaration and the Plat (together, the "Condominium Instruments") and the bylaws of the Association (the "Bylaws"). When there are unsold Units in the Condominium, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

3.7 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to its Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 4 COMMON ELEMENTS

4.1 Description. The Common Elements shall consist of all of the Property except the Units, including, without limitation, the land on which the improvements are located; all common parking areas, driveways, walkways, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; water systems and other private utility lines; public utility lines; private wells; master television cable or antenna and lines, if any; the landscaping done or to be done on

the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the Building; common signage pylons and monuments. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term "Common Elements" as used in this Declaration includes Limited Common Elements as defined below, unless otherwise stated in some particular provision of this Declaration.

4.2 Limited Common Elements. Portions of the Common Elements are designated as "Limited Common Elements." Each Limited Common Element is reserved for the exclusive use of the owner(s) of the Unit(s) to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements include, without limitation, the areas labeled as "L.C.E." on the Plat and all amendments to the Plat. In addition, fixtures designed to serve a single Unit and located contiguous to the Unit's boundaries are Limited Common Elements appurtenant to that Unit exclusively.

4.3 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments, the Bylaws, and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

4.4 Signage. Each Unit Owner shall have the right, at such Unit Owner's expense, to install on the Property's common signage monument one double-sided, panel sign identifying the Unit Owner or its tenant. Such Unit Owner shall maintain its panel sign in good order and condition, repair any damage it causes to the signage monument, and, upon vacating or transferring its Unit, remove its panel sign, all at such Unit Owner's expense.

ARTICLE 5 PERCENTAGE INTERESTS

Every Unit Owner owns an undivided percentage interest in the Common Elements (the "Percentage Interests"). The undivided percentage interest in the Common Elements allocated to each Unit is set forth on the attached Exhibit C. Except as provided in the Act, all Common Elements shall remain undivided. Except as provided in the Act, no Unit Owner, nor any other person, may bring a suit for partition of the Common Elements. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Unit also shall affect, in like manner, the Percentage Interest appurtenant to the Unit, and any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of any Percentage Interest will be void unless the Unit to which that Percentage Interest is allocated is also transferred.

ARTICLE 6 ASSOCIATION OF UNIT OWNERS

6.1 Establishment. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit

Owners known as the “Forest Home Commercial Condominium Association” (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and Bylaws, the Act, this Declaration, and Chapter 181 of the Wisconsin Statutes. All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules”), this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules from time to time and shall distribute to each Unit Owner the updated version of such Rules upon any amendment or modification to the Rules. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners. All such Rules shall be commercially reasonable.

6.2 Declarant Control. Notwithstanding any contrary provision in the Condominium Instruments, the Bylaws, or the Rules, Declarant, except as provided in Section 6.3, below, shall have the sole authority to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers, until the earlier to occur of the following: (a) three (3) years from the date the period of Declarant control begins; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after Declarant’s written election to waive its right of control. The period of Declarant control begins on the date that the first Unit is conveyed by Declarant to any person or entity other than Declarant. Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. If there is any Unit Owner other than Declarant, this Declaration may not be amended to increase the scope or the period of Declarant control or change the Percentage Interests (without written consent of each Unit Owner whose Percentage Interest is changed and its first mortgagee). Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect an executive board of at least three (3) directors and officers of the Association. The directors and officers shall take office upon election.

6.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. The Declarant shall elect the remaining Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. The Declarant shall elect the remaining Board of Directors.

Within forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting, and the Unit Owners shall elect all of the directors on the Board of Directors and officers of the Association. For purposes of calculating the percentages set forth in Section 6.2 and this Section 6.3, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 3.1.

6.4 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which property-management services may be provided to the Condominium. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Act.

6.5 Voting. Pursuant to Section 703.365(2)(c) of the Act, each Unit Owner shall have one (1) vote at meetings of the Association.

6.6 Association Property. No Unit Owner may have any right, title or interest in any property owned by the Association other than as holder of a Percentage Interest appurtenant to such Unit Owner’s Unit.

ARTICLE 7 COMMON EXPENSES AND COMMON SURPLUSES

7.1 Disposition of Common Surpluses. All common surpluses of the Association shall be credited to the Unit Owners’ assessments for common expenses in proportion to their Percentage Interests or shall be used for any other purpose as the Association decides.

7.2 Assessments for Common Expenses. Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the Unit Owners in the manner set forth in the Bylaws. Except as otherwise provided in this Declaration, the Unit Owners’ respective shares of common expenses shall be their respective Percentage Interests. Assessments against all Units will begin as of the date of the first transfer of title of any Unit by Declarant.

ARTICLE 8 UNPAID ASSESSMENTS

In this Article, “assessments” means regular and special assessments for common expenses and charges, fines, or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration, the Bylaws, or the Rules.

8.1 Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period

in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person or entity. In a voluntary grant of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for its share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. By acceptance of a conveyance of its Unit, each Unit Owner assumes this joint and several liability. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

8.2 Lien. Subject to the applicable terms and conditions of the Act, all assessments, until paid, together with interest on them and actual costs of collection (including attorneys' fees), constitute a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. A lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

8.3 Interest. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate not exceeding the highest rate permitted by law as stated in the Bylaws.

ARTICLE 9 USE RESTRICTIONS

9.1 Units. The Condominium buildings and the Units are intended for and restricted to commercial uses, provided such uses are permitted by applicable local, state, and federal laws, ordinances, codes and regulations, as further restricted by this Declaration, the Bylaws, and the Rules.

9.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments, the Bylaws, and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

(b) Unit Owners shall not obstruct or place anything in the Common Elements (not including the Limited Common Elements appurtenant to their respective Units), provided that Declarant may display "for sale" and other marketing signs on the Common Elements (not

including the Limited Common Elements appurtenant to Units not owned by Declarant) until all Units have been sold.

9.3 Leases. All persons or entities occupying Units who are not the Unit Owner(s) shall be considered tenants for purposes of this Section. Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements:

(a) Every agreement for tenant occupancy of a Unit (each a “lease”) shall be in writing.

(b) Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of this Declaration as amended, the Bylaws as amended, and the Rules as amended.

(c) Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents.

(d) Within five (5) business days after entering into or renewing a lease, the Unit Owner shall provide a copy of the lease to the Association. The Association shall keep a copy of any lease on file while the lease is in effect.

Additional restrictions on Unit leases may be set forth in the Rules. However, no such restrictions shall limit the term of any lease or be commercially unreasonable.

9.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under this Declaration. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

9.5 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

9.6. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted at the Property.

ARTICLE 10 MAINTENANCE, REPAIRS, AND REPLACEMENTS

10.1 By Unit Owners.

(a) Each Unit Owner shall at its expense keep its Unit and all of its equipment, fixtures and appurtenances in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, each Unit Owner shall be responsible for

maintaining, repairing, and replacing exterior windows and doors, overhead garage or dock doors, interior and exterior lighting fixtures, refrigerators, air conditioning equipment, furnaces and heating equipment, plumbing fixtures, ceiling fans, hot water heaters, and other equipment that may be in or connected with its Unit that exclusively serves such Unit. All repairs and replacements shall be in quality and class at least equal to the original work and shall comply with all applicable laws.

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to its Unit in good order, condition, and repair and in compliance with applicable law. For any Limited Common Elements shared by multiple Units, the Unit Owners of such Units shall equally share all costs required to achieve the maintenance standard set forth in this Subsection (b).

(c) If any Unit Owner fails to properly perform any of its obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair, or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair, or replacement within thirty (30) days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

10.2 By Association.

(a) Except for the Unit Owners' responsibilities for Limited Common Elements under the preceding section, the Association shall keep the Common Elements in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall be responsible for maintaining, repairing, and replacing all parking areas, driveways, and walkways (including snow removal) and all landscaped areas (including grass cutting and leaf raking). The Association shall maintain the exterior of the Building in good order, condition, and repair and in compliance with applicable law. All exterior paint, brick, cultured stone, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition, by the Association. The Association may temporarily close off Common Elements or entries to the Property, the Building, or any Unit or temporarily suspend services or amenities to facilitate such work.

(b) All costs of such work shall be common expenses of the Association, provided that if any maintenance, repair, or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of, a Unit Owner or occupant, or of a tenant, guest or agent of a Unit Owner, the Association may specially assess the reasonable cost of the maintenance, repair, or replacement to the responsible Unit Owner (unless the same is otherwise covered by insurance maintained by the Association).

10.3 City Enforcement of Common Elements Maintenance. In the event that the Association fails to maintain the Common Elements as required hereunder, the Common Council of the City of Franklin may serve written notice upon the Association and/or upon the owners of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding that such deficiencies be

remedied within thirty (30) days thereof. The notice shall specify a date and place for hearing thereon, to be held within fourteen (14) days of the notice date. At such hearing the Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be remedied. If the deficiencies set forth in the original notice or in any modification thereof, shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements and maintain the same for a period not to exceed one year. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public. If the Common Council shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Property owners. If the Common Council shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the Common Council may, in its discretion, continue to maintain said Common Elements subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the City shall be assessed ratably against the Lots subject to this Declaration and shall become a tax lien on said Lots, which may be enforced and collected by all methods available under the laws of the State of Wisconsin pertaining to such liens. The City at the time of entry upon said Common Elements for the purpose of maintenance, shall file a notice of lien against the Lots in the office of the Milwaukee County Register of Deeds and/or the Milwaukee County Clerk of Circuit Court, as may be required. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

ARTICLE 11 ARCHITECTURAL CONTROLS

11.1 Alterations to Common Elements and Unit Exteriors. The Association shall have absolute control over all additions, improvements and other alterations to the Common Elements, including all building exteriors, and no Unit Owner may undertake any such work without the Association's prior written consent. All exterior items (including windows, doors, overhead garage and dock doors, lighting fixtures, brick, cultured stone, siding, trim, roofing, and the like) that are replaced shall be replaced with items of the same brand, product, style, and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, a Unit Owner may improve, including the enclosure of, the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the conditions set forth in Section 703.13(5m) of the Act are satisfied.

11.2 Alterations Within Units. A Unit Owner may make any improvements or alterations within its Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium not part of the Unit without permission of the Board of Directors of the Association.

11.3 Alterations Between Adjoining Units. A Unit Owner acquiring an adjoining or adjoining part of an adjoining Unit may, in accordance with this Section, remove all or any part of any intervening partition or create doorways or other apertures in the partition, if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(a) If the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit desires to remove all or any part of any intervening partition or create doorways or other apertures in the partition, the Unit Owner, after 30 days' written notice to all other Unit Owners, shall prepare and execute appropriate instruments under this Section. An amendment to this Declaration shall depict the alteration to the partition. The amendment shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit, the mortgagees, if any, of the affected Units, and the Board of Directors of the Association.

(b) Plats and plans showing the alteration to the partition shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a civil engineer, architect, or licensed land surveyor authorized to practice in this state.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Unit Owner of the affected Units upon payment by the Unit Owner of all reasonable costs for their preparation. Those instruments are effective when executed by the Unit Owner of the affected Units and recorded in the office of the Milwaukee County Register of Deeds.

11.4 Relocation of Boundaries. Boundaries between adjoining Units may not be relocated.

11.5 Separation of Units. Unit 1 may be separated into two or more units in accordance with Section 703.13(7) of the Act. Units 2-5 may not be separated, except that two or more of Units 2-5 that merge (as permitted under Section 11.6, below) may be subsequently separated to their original dimensions pursuant to Section 703.13(7) of the Act.

11.6 Merger of Units. Two or more Units may be merged into a single unit in accordance with Section 703.13(8) of the Act.

ARTICLE 12 INSURANCE

12.1 Maintenance of Insurance.

(a) The Association shall obtain and maintain the following insurance: (i) insurance against loss or damage by fire and other hazards on an all-risk basis for the Common Elements, the Units as constructed as of the date of this Declaration, and the Association's service equipment, supplies, and personal property, all for not less than their full replacement values; and (ii) a commercial general liability policy in the amount of at least \$1,000,000 combined single

limit and \$2,000,000 in the aggregate. Such insurance coverage shall be written on the Property insured in the name of the Association as trustee for each of the Unit Owners in their Percentage Interests. Premiums for such insurance shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure its own Unit for its benefit.

(b) Each Unit Owner shall obtain and maintain, at such Unit Owner's expense, insurance against loss or damage by fire and other hazards on an all-risk basis for all improvements to the Unit made after the date of this Declaration and for all personal property located within the Unit, all for not less than their full replacement values.

12.2 Use of Proceeds. Casualty insurance proceeds for the casualty insurance coverage maintained by the Association shall first be disbursed by the Association for the repair or restoration of the damaged Property insured and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

12.3 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE 13 DAMAGE OR DESTRUCTION

13.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements, or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of its Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

13.2 Repair or Reconstruction. In the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests.

13.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective Percentage Interests, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 14 EMINENT DOMAIN

14.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements, or agreements affecting the Common Elements. By acceptance of a conveyance of its Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

14.2 Allocation of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

14.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

14.4 Percentage Interests and Votes. A taking of all or part of a Unit may not include any of the Percentage Interest or vote appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the vote appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and the Percentage Interests appurtenant to the Units shall be adjusted based upon the remaining areas of the Units, as determined by a Wisconsin-licensed architect engaged by the Association.

(b) Following the taking of all of any Unit, the following adjustments shall be made:

(1) The Percentage Interest appurtenant to the Unit shall be eliminated and the right to vote appurtenant to the Unit shall terminate.

(2) The Percentage Interests appurtenant to the remaining Units shall be adjusted based upon the areas of the remaining Units, as determined by a Wisconsin-licensed architect engaged by the Association.

(c) In either case, the Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests (if applicable) appurtenant to the Units.

14.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

14.6 Conveyances in Lieu of Condemnation. In this Article, “taking under the power of eminent domain” includes any sale in settlement of any pending or threatened condemnation proceeding.

ARTICLE 15 EASEMENTS AND ENCROACHMENTS

15.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

15.2 Encroachments as Result of Authorized Work. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction, reconstruction or repair of the Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Building stands.

15.3 Easements. The Association and, as long as Declarant owns any Unit, Declarant, shall have and may grant permits, licenses, and easements over the Common Elements for utilities, roads, completion or repair of improvements to the Property, and other purposes necessary for the proper operation of the Condominium.

15.4 Right of Entry. The Association and, as long as Declarant owns any Unit, Declarant, shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety or to prevent damage to other portions of the Condominium, and to remedy the Unit Owner's failure to perform its maintenance, repair, or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association or Declarant shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association or Declarant for the purposes specified in this Section may be considered a trespass.

15.5 Easements Included in Grants of Units. A grant or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

ARTICLE 16 RIGHTS OF MORTGAGE HOLDERS

16.1 Notice. The holder, insurer or guarantor of any first mortgage or land contract on a Unit, upon written request to the Association at the address specified in the Bylaws stating the name and address of the Mortgagee along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty (each such party sending such notice being an "Eligible Mortgage Holder"), shall be entitled to receive timely written notice from the Association of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

16.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent at least 75% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment

within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

ARTICLE 17 AMENDMENTS

17.1 Unit Owner Consent. Except as provided below with respect to amendments in connection with the assignment of Declarant’s rights, this Declaration may be amended only with the written consent of at least 75% of the Unit Owners. Any amendment made while Declarant owns any Unit shall require Declarant’s consent. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner’s written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any. Approval from the first mortgage lender or equivalent security interest holder on a Unit, or the person servicing the first mortgage loan or its equivalent, constitutes approval of the first mortgagee or equivalent security interest holder under this Section.

17.2 Compensation. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner’s interest in any Common Element, including any Limited Common Element, and/or increases the value of Declarant’s or any other Unit Owner’s interest in the Common Element or Limited Common Element, then Declarant or other Unit Owner shall compensate the Unit Owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner. A Unit Owner may waive the right to obtain this compensation in writing.

17.3 Assignment of Declarant’s Rights. Declarant may assign its rights and obligations as Declarant of the Condominium under the Act, this Declaration, and the Bylaws by recording an amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

ARTICLE 18 SERVICE OF PROCESS

The person to receive service of process for the Condominium in the cases provided in the Act (the “Registered Agent”) and his address are as follows:

Stephen M. Anderson
ACG Acquisitions #10, LLC
5000 South Towne Drive, Suite 100
New Berlin, Wisconsin 53151

Declarant shall file the name and address of the Registered Agent with the Wisconsin Department of Financial Institutions. The name or address of the Registered Agent may be changed by Declarant or the Association in the same manner and to the same extent that names and addresses of Registered Agents may be changed by corporations. The registered agent for the Association shall be the Registered Agent for the Condominium.

ARTICLE 19
RULES OF CONSTRUCTION

19.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

19.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

19.3 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat, the Bylaws, or the Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Bylaws or the Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

19.4 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

[Signature page follows.]

Dated as of the date first written above.

ACG ACQUISITIONS #10, LLC

By: _____
Stephen M. Anderson, Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

This instrument was acknowledged before me on February _____, 2024, by Stephen M. Anderson, as Sole Member of ACG Acquisitions #10, LLC.

Name: _____
Notary Public, State of Wisconsin
My commission _____

CONSENT OF MORTGAGEE

Citizens Bank, mortgagee of the Property described in the foregoing Declaration, consents to the execution and recording of this Declaration and agrees that the lien of its mortgage shall be subject and subordinate to the rights created under this Declaration other than the lien rights created under the Declaration.

Dated February _____, 2024.

CITIZENS BANK

By: _____
Ryan M. Lilly, First Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on February _____, 2024 by Ryan M. Lilly, as First Vice President of Citizens Bank.

Name: _____
Notary Public, State of Wisconsin
My commission _____

EXHIBITS

- A. Legal Description of Property
- B. Condominium Plat
- C. Percentage Interests

Drafted by Adam A. Bardosy
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

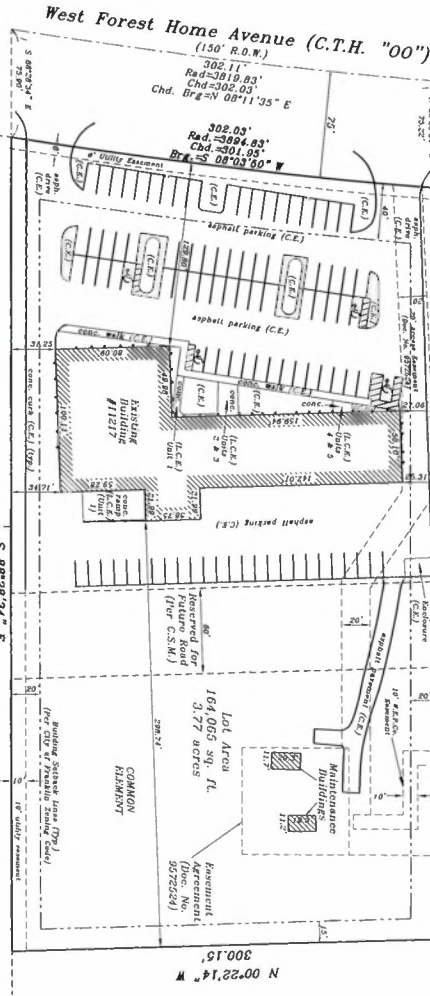
EXHIBIT B

CONDOMINIUM PLAT

LEGAL DESCRIPTION
 Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of Section 1/4 of the Southeast 1/4 of the southeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin



Note:
 The location of subsurface utilities, such as gas, water, electric lines, sewer and water laterals, etc. could not be determined by the survey on this plan. In the event that any utility serves multiple units, that utility shall be known as a limited common element of the units served by that utility, and the owners of the units served by that utility shall be responsible for the maintenance, repair and restoration of that utility. If any utility serves a single unit, that utility shall be known as a limited common element of that unit, and the owner of that unit shall be responsible for the maintenance, repair and restoration of that utility, even if it crosses another unit's limited common element.

Surveyor's Certificate:
 I, Dennis C. Sauer, a Professional Land Surveyor, do hereby certify that I have surveyed the above described property of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the representation of Forest Home Commercial Condominium and the identification and location of each unit and the common elements can be determined from this plat.



Dennis C. Sauer
 Dennis C. Sauer, P.L.S. 2421

July 5, 2023
 Date
 Rev July 13, 2023
 Rev October 25, 2023
 Rev November 13, 2023
 Rev January 23, 2024



Addresses:
 Unit 1 - 11217 W. Forest Home Ave., Franklin, WI 53132
 Unit 2 - 11217 W. Forest Home Ave., Franklin, WI 53132
 Unit 3 - 11217 W. Forest Home Ave., Franklin, WI 53132
 Unit 4 - 11217 W. Forest Home Ave., Franklin, WI 53132
 Unit 5 - 11217 W. Forest Home Ave., Franklin, WI 53132

Disclaimer:
 ACC Acquisitions #10, LLC
 5000 South Towne Drive
 Suite 100, New Berlin, WI 53151
 Prepared By:
 Dennis C. Sauer 115-2421
 Metropolitan Survey, Inc.
 9482 South 76th Street
 Franklin, WI 53132

Notes:
 1. C.E. = Limited Common Element
 C.E. = Common Element



METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS
 9482 South 76th Street
 Franklin, Wisconsin 53132
 PHONE (414) 528-5380
 survey@metropolitansurvey.com
 www.metropolitansurvey.com

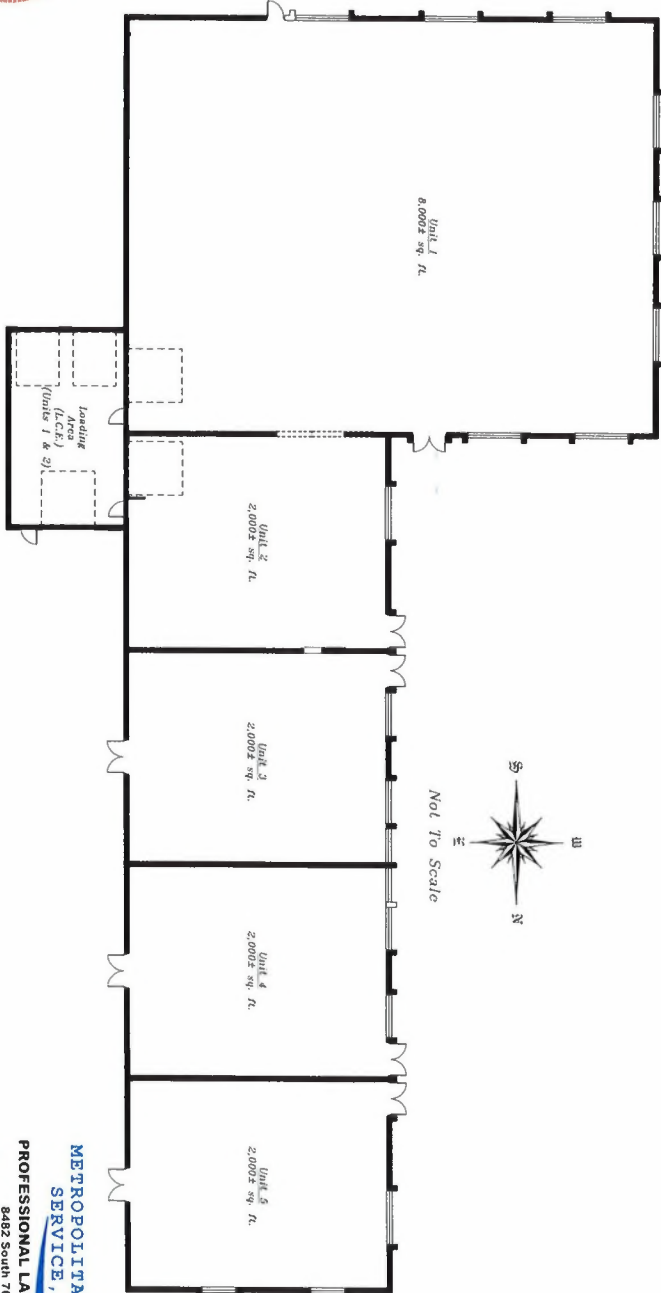
Job No. 114369

Sheet 1 of 2

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION
Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.



METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
 8482 South 76th Street
 Franklin, Wisconsin 53132
 PHONE (414) 529-5380
 survey@metropolitansurvey.com
 www.metropolitansurvey.com

EXHIBIT C

PERCENTAGE INTERESTS

Unit Number: Percentage Interest:

1	50.00%
2	12.50%
3	12.50%
4	12.50%
5	12.50%

**BYLAWS OF
FOREST HOME COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Forest Home Commercial Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. ch. 181.

1.02. Address. The principal office of the Association shall be located at 5000 South Towne Drive, Suite 100, New Berlin, Wisconsin 53151. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Forest Home Commercial Condominium executed by ACG Acquisitions #10, LLC (the "Declarant") and recorded in the office of the Milwaukee County Register of Deeds (the "Declaration").

1.05. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit. For the avoidance of doubt, the Association is not qualified, and does not intend to qualify, as a 501(c)(3) nonprofit organization.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract

vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee, or other heir or beneficiary, upon the Unit Owner's death, such personal representative or trustee, or such other successor, shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place that shall be stated in the notice of the meeting, which place shall be within a 30-mile radius of the Condominium.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 6.2 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three (3) directors selected by the Declarant. No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.2 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 6.2 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section

3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 6.2 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Before the expiration of the period of Declarant control as described in Section 6.2 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in Section 6.2 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and

duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having seventy-five percent (75%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 6.2 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President* The vice president shall act in the place of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. Throughout the period of Declarant control as described in Section 6.2 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors before the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 6.2 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance

on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in February.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within

thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the

context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of

directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided,

however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates and in amounts and subject to such terms and conditions as

shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least seventy-five percent (75%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

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APPROVAL <i>A</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AMENDMENT (BY FEDERATION OF CROATIAN SOCIETIES INC., APPLICANT AND PROPERTY OWNER) (9100-9140 S 76TH STREET)	ITEM NUMBER <i>D.5.</i> District 1

This easement is a requirement of approval for the subject property as noted in Plan Commission Resolution No. 2024-004, conditionally approving a Site Plan Amendment on February 8, 2024, and a Natural Resource Special Exception approved on June 15, 2021.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, authorizing certain officials to accept a Conservation Easement from Federation of Croatian Societies Inc., for and as part of the review and approval of a Site Plan Amendment, with the condition that any minor technical corrections may be made by the City Attorney and Department of City Development staff (BY FEDERATION OF CROATIAN SOCIETIES INC., APPLICANT AND PROPERTY OWNER) (9100-9140 S 76TH STREET).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 02/14/24

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND
APPROVAL OF A SITE PLAN AMENDMENT
(BY FEDERATION OF CROATIAN SOCIETIES INC.,
APPLICANT AND PROPERTY OWNER)
(9100-9140 S 76TH STREET)

WHEREAS, the City of Franklin Plan Commission having approved a Site Plan Amendment upon the application of Federation of Croatian Societies Inc. on February 8, 2024, conditioned in part upon Common Council approval of a Conservation Easement to protect the woodland, wetland buffers and wetlands on the site; and

WHEREAS, 15-4.0103.B.1.d, §15-7.0201.H, and §15-4.0102.K of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Site Plan Amendment; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Carma Laboratories, Inc., in the form and content as annexed hereto, subject to any changes consistent with this Resolution and as may approved upon further review by the City Engineering Department, Department of City Development and the Office of the City Attorney, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution and the Conservation Easement 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 _____, 2024.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW
AND APPROVAL OF A SITE PLAN AMENDMENT
FOR THE FEDERATION OF CROATIAN SOCIETIES INC
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

CROATIAN PARK

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and FEDERATION OF CROATIAN SOCIETIES INC., a Wisconsin non-stock corporation, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, Grantor desires and intends to protect a portion of its property as set forth herein, and more particularly described and depicted on Exhibit B attached hereto and hereby made a part hereof (the “protected property”), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodlands, wetlands, wetland buffers and wetland setbacks mitigation areas as per the Natural Resource Protection Plan prepared by Helanthus LLC, last revised June 8, 2021, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62 23 and § 236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition;
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under DIVISION 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not

- 1 Construct or place buildings or any structure,

- 2 Construct or make any improvements, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, walking paths, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,
- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows

To Grantor
 Federation Of Croatian Societies Inc.
 Attn: Tomislav Z. Kuzmanovic
 PO Box 1548
 West Milwaukee, WI 53234-1548

To Grantee
 City of Franklin
 Office of the City Clerk
 9229 West Loomis Road
 Franklin, Wisconsin 53132

In witness whereof, the Grantor has set his hand on this date of _____, 2024

FEDERATION OF CROATIAN SOCIETIES, INC

By _____
 Tomislav Z. Kuzmanovic, President

STATE OF WISCONSIN)
) ss
 _____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2024, by Tomislav Z. Kuzmanovic , as President of the Federation of Croatian Societies, Inc a Wisconsin non-stock corporation, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said corporation

 Notary Public
 My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By _____
John Nelson, Mayor

By _____
Shirley Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, the above named John Nelson, Mayor and Shirley Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Principal Planner
Department of City Development

Date

Approved as to form only.

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

Legal Description of Grantor's Property

The North 66 25 feet of the West 1/2 of the Southwest Quarter (SW 1/4) of Section 22, Township 5 North, Range 21 East,
City of Franklin, Milwaukee County, Wisconsin

Address 9100 South 76th Street
Parcel Number 884-9995-000

Exhibit B

Legal Description and Depiction of the Protected Property

Legal Description of Conservation Easement Area #1.

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows
Commencing at the northwest corner of said Southwest 1/4, thence South 00°26'01" East along the west line of said Southwest 1/4, 662 25 feet, thence North 89°17'59" East 60 00 feet to the east right-of-way line of South 76th Street and the place of beginning of the land hereinafter to be described (POB #1), thence continuing North 89°17'59" East 539 01 feet, thence North 00°36'47" West 35.50 feet, thence South 89°55'05" West 329 56 feet, thence South 76°51'14" West 52.11 feet, thence North 73°50'10" West 32 52 feet, thence South 88°10'03" West 127 39 feet to the east right-of-way line of South 76th Street; thence South 00°26'01" East 34 75 feet to the place of beginning Containing 19,588 square feet (0 4497 acres) of land

Legal Description of Conservation Easement Area #2.

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows
Commencing at the northwest corner of said Southwest 1/4, thence South 00°26'01" East along the west line of said Southwest 1/4, 662 25 feet, thence North 89°17'59" East 635 38 feet to the place of beginning of the land hereinafter to be described (POB #2), thence continuing North 89°17'59" East 257 00 feet, thence North 24°50'07" East 32 04 feet, thence South 89°09'03" West 270 53 feet, thence South 35°14'07" West 9 20 feet, thence South 14°33'33" East 21 38 feet to the place of beginning Containing 7,606 square feet (0 1746 acres) of land

Legal Description of Conservation Easement Area #3:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows
Commencing at the northwest corner of said Southwest 1/4, thence South 00°26'01" East along the west line of said Southwest 1/4, 662 25 feet, thence North 89°17'59" East 927 01 feet to the place of beginning of the land hereinafter to be described (POB #3), thence continuing North 89°17'59" East 91 78 feet, thence North 54°42'23" West 51 71 feet, thence North 86°07'36" West 44 54 feet, thence South 40°09'52" West 16 96 feet, thence South 09°11'37" West 11 99 feet, thence South 39°59'53" East 12 02 feet to the place of beginning. Containing 2,365 square feet (0 0543 acres) of land

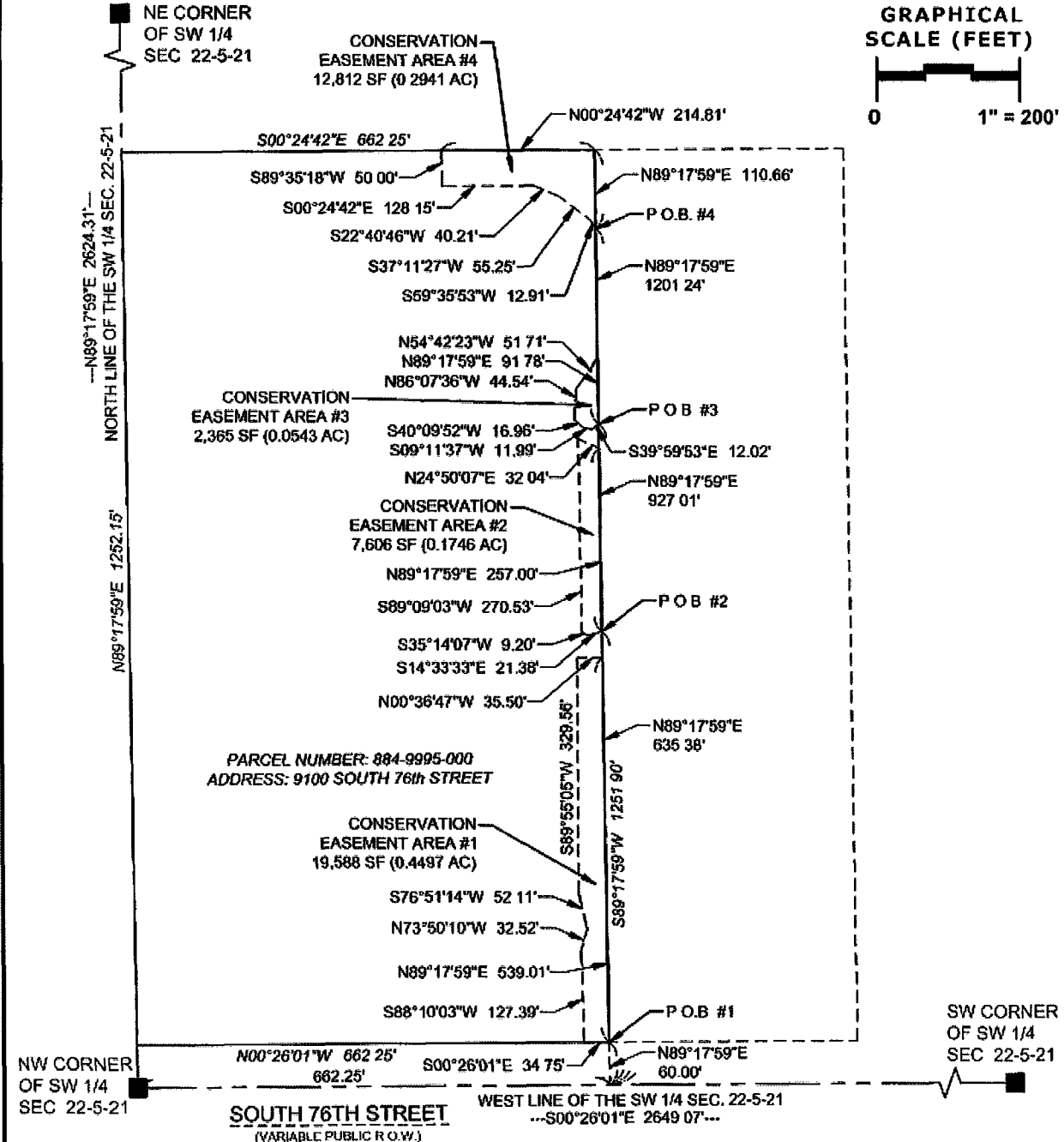
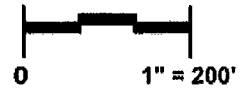
Legal Description of Conservation Easement Area #4.

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows
Commencing at the northwest corner of said Southwest 1/4, thence South 00°26'01" East along the west line of said Southwest 1/4, 662 25 feet, thence North 89°17'59" East 1201 24 feet to the place of beginning of the land hereinafter to be described (POB #4), thence continuing North 89°17'59" East 110 66 feet, thence North 00°24'42" West 214 81 feet; thence South 89°35'18" West 50 00 feet; thence South 00°24'42" East 128 15 feet, thence South 22°40'46" West 40 21 feet, thence South 37°11'27" West 55 25 feet; thence South 59°35'53" West 12 91 feet to the place of beginning Containing 12,812 square feet (0 2941 acres) of land

(CONSERVATION EASEMENT AREAS)

HLR0N


GRAPHICAL SCALE (FEET)



Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

DATE: 01/23/2024
 PEGJOB#2063.00

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	ENVIRONMENTAL COMMISSION RECOMMENDATION BACK TO THE COMMON COUNCIL REGARDING MOWING BEST PRACTICES FOR MAINTENANCE OF NATIVE PLANTS	ITEM NUMBER B.6.

In Spring 2022, Franklin residents asked the Common Council to consider adopting a “No Mow May” policy suspending the Noxious Weed ordinance for the month of May. The item was referred to the Environmental Commission for research and recommendation. The Commission conducted a review, including scientific literature and feedback from Wehr Nature Center regarding the pros and cons of the proposal. They found that the overall benefits of No Mow May were not significant, and expressed concerns that it could be detrimental in a community that values yard maintenance. At their August 24, 2022 meeting, the Environmental Commission adopted a motion stating that at that time the Commission does not recommend moving forward with “No Mow May.” The Commission proposed to make recommendations on landscaping for species diversity and preservation at a later date, in order to encourage the use of native plants city-wide.

On January 17, 2023, as a result of this review, Common Council adopted a motion directing that the Environmental Commission “look at recommending landscaping with Wisconsin native species including options for trees and shrubs and bring those recommendations back to the Council, and review the native mowing practices on City lands.”

Recommendations:

The Commission has researched options for mowing best practices to protect native plantings in City managed conservation areas such as Victory Creek Park, and would like to provide the attached mowing information from the Milwaukee Metropolitan Sewerage District Green Infrastructure Operations and Maintenance Standards Guide to Common Council for their review. This full 150-page document is available from the Planning department upon request; it details overall best practices for the management of Green Infrastructure, which is typically made up of native plantings.

The Commission has the following additional suggestions and comments:

- Suggestion to include the Fresh Coast Resource Center – MMSD recommendations on mowing as a resource for the public, to be included in the spring newsletter, and as a link on the City’s website.
- The Commission would like to request that City Forrester Tom Riha to attend a future meeting discuss a burn program for fire-based land management.
- Other resources about “burn” programs are available from Urban Ecology Center.

COUNCIL ACTION REQUESTED

Direct Department of Public Works staff to review recommended mowing practices for incorporation into the maintenance schedule of City lands.

DESCRIPTION

This section describes the procedure for mowing vegetation in GI strategies. This task should be performed once during the year, in spring or fall, in areas planted with native species, to reduce weed growth and to prevent the release of excess nutrients from decaying plants in fall.

Bioswales planted with low-growing, manicured grasses should be mowed more frequently, depending on rain fall and plant growth.

EQUIPMENT & MATERIALS

- Flail Mower
- Lawn Mower
- Weed Wacker
- Oil/Gas
- Rake
- Wheelbarrow
- Tarp
- Personal Protective Equipment (PPE): safety glasses

INSTRUCTIONS

- 1) Walk site to observe and remove any debris or unsafe materials that may be in the work zone.
- 2) Mow grasses to approximately 3-4 inches in height.
- 3) Mow native flowering plants to 6-8 inches in height.
- 4) Rake/remove cuttings and dispose of properly. Grass clipping should not be allowed to accumulate on the street, near the storm inlet, or in the GI strategies (as not to clog the area for infiltration).

SPECIAL CONSIDERATIONS

- Once established, native plantings should be burned. If burning is not possible, mowing may occur once per season in late spring or early fall and the cuttings removed and disposed of. Note burn permits or approvals from the local fire department may be required
- Take precautions to stay away from ground-nesting birds, wildlife, and nesting areas. You can find more information on nesting birds and their nesting times on the Wisconsin Department of Natural Resources Website:
<https://dnr.wi.gov/files/PDF/pubs/ER/ER0633.pdf>

<p>APPROVAL</p> <p><i>CM</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/21/24</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Ordinance to amend Planned Development District No. 7 as it pertains to the administration of sign permits</p>	<p>ITEM NUMBER</p> <p><i>D.7.</i></p>

On December 21, 2023, the Plan Commission recommended approval of the attached ordinance, and such ordinance is scheduled for the February 15, Economic Development Commission meeting for recommendation.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2024-_____, to amend Planned Development District No. 7 as it pertains to the administration of sign permits.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY
draft 02/14/24
ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 7
AS IT PERTAINS TO THE ADMINISTRATION OF SIGN PERMITS

WHEREAS, §15-3.0412 of the Unified Development Ordinance provides for and regulates Planned Development District No. 7 (Franklin Industrial Park Phase II), same having been created by Ordinance No. 85-864 and later amended by Ordinance No. 2015-2196; and

WHEREAS, said Planned Development District having previously been part of the Zoning Ordinance No. 221, as Section 12.10, same having later been incorporated into the City of Franklin Unified Development Ordinance as Section 15-3.0412, as it is currently codified; and

WHEREAS, Subsection (2) of Planned Development District No. 7 provides that the administration of applicable laws associated with Planned Development District No. 7, including the review and approval of land use, including signs and billboards, shall be carried out by the Economic Development Commission (formerly known as the Industrial Development Commission) of the City of Franklin, Wisconsin ("EDC"); and

WHEREAS, the Municipal Code Section 210-3 requires a sign permit for the installation or alteration of signs in the City of Franklin, and Ordinance No. 85-864 requires an additional approval by the EDC as a prerequisite to sign permits in the Franklin Industrial Park; and

WHEREAS, the Common Council having reviewed the sign approvals administered by the EDC pursuant to Planned Development District No. 7 and the administrative process established by the Municipal Code whereby sign permits are issued as an administrative function of the Building Inspector or the Department of City Development for all signs within the City and having determined that the efficient administration of the Franklin Business Park would be further served by the issuance of sign permits by the Department of City Development in the Franklin Industrial Park; and

WHEREAS, the subject petition was before the Economic Development Commission on _____, 20__, the Commission having recommended approval thereof to the Common Council; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 21st day of December, 2023, and the Plan Commission having

reviewed the proposed amendment to Planned Development District No. 7 after hearing the public and having made its recommendations to the Common Council.

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

SECTION 1: § 15-3.0412(2), entitled "Administration", of the Unified Development Ordinance of the City of Franklin, be and the same is hereby amended to read as follows:

The administration of applicable laws associated with Planned Development District No. 7 including the review and approval of industrial park land use, site and landscape plans, building plans, building setback requirements, architectural control and appearance, landscaping and landscaping maintenance, off-street parking and loading, outdoor storage, waste incineration, security fencing, signs and billboards, utility control, easements and drainage shall be with the Economic Development Commission "EDC"; excepting that the Common Council shall administer the review and approval process (following Plan Commission review as is required for such matters not affecting lands within this District, and following such review and recommendation as the EDC may make thereon), upon any rezoning, land division, land combination and other application as required by law; excepting that the review and approval of a zoning compliance permit for any use by any person or entity other than that as originally approved by the EDC in conjunction with its approval of any new construction, shall be carried out by the City of Franklin Planning Manager or the Planning Manager's designee within the Department of City Development, pursuant to §15-9.0102 of the Unified Development Ordinance; and excepting that the review and approval of sign permits, shall be carried out by the City of Franklin Department of City Development, pursuant to Municipal Code §210-3.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley Roberts, City Clerk

AYES __ NOES __ ABSENT __



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of December 15, 2023

Major Amendment to Planned Development District No. 7

RECOMMENDATION: City Development Staff recommends approval of this Planned Development District amendment to allow for administrative review of sign permitting in the Franklin Industrial Park.

Table with 2 columns: Field Name and Value. Fields include Project Name, Location, Zoning, Applicant, Planner, and Submittal Date.

In order to streamline the sign permitting process in the Franklin Industrial Park, City Development Department staff is proposing an ordinance to allow for administrative review of sign permits by such department, without the prerequisite of an additional review and approval by the Economic Development Commission (EDC).

Pursuant to Ordinance 85-864, Section 12.10(17), the type, location, and placement of signs shall be approved by the Economic Development Commission (formerly known as the Industrial Development Commission). Therefore, the current review and approval process for the installation or alteration of signs in the Franklin Industrial Park is as follows:

- 1. Review by City Development staff of a Sign Review application, and approval by the EDC in a regular meeting.
2. Review of a Sign Permit by the Department of City Development and the Inspection Services Department, and issuance by the Department of City Development.

Note that City Development staff currently reviews each sign twice, during the "Sign Review" and the Sign Permit. If this ordinance is approved, the Sign Review application will no longer be necessary and the time frame for sign permitting in the Franklin Industrial Park would be significantly reduced. For example, the Sign Review process may take 30-60 days in addition to the regular Sign Permit process that typically takes 2-3 weeks.

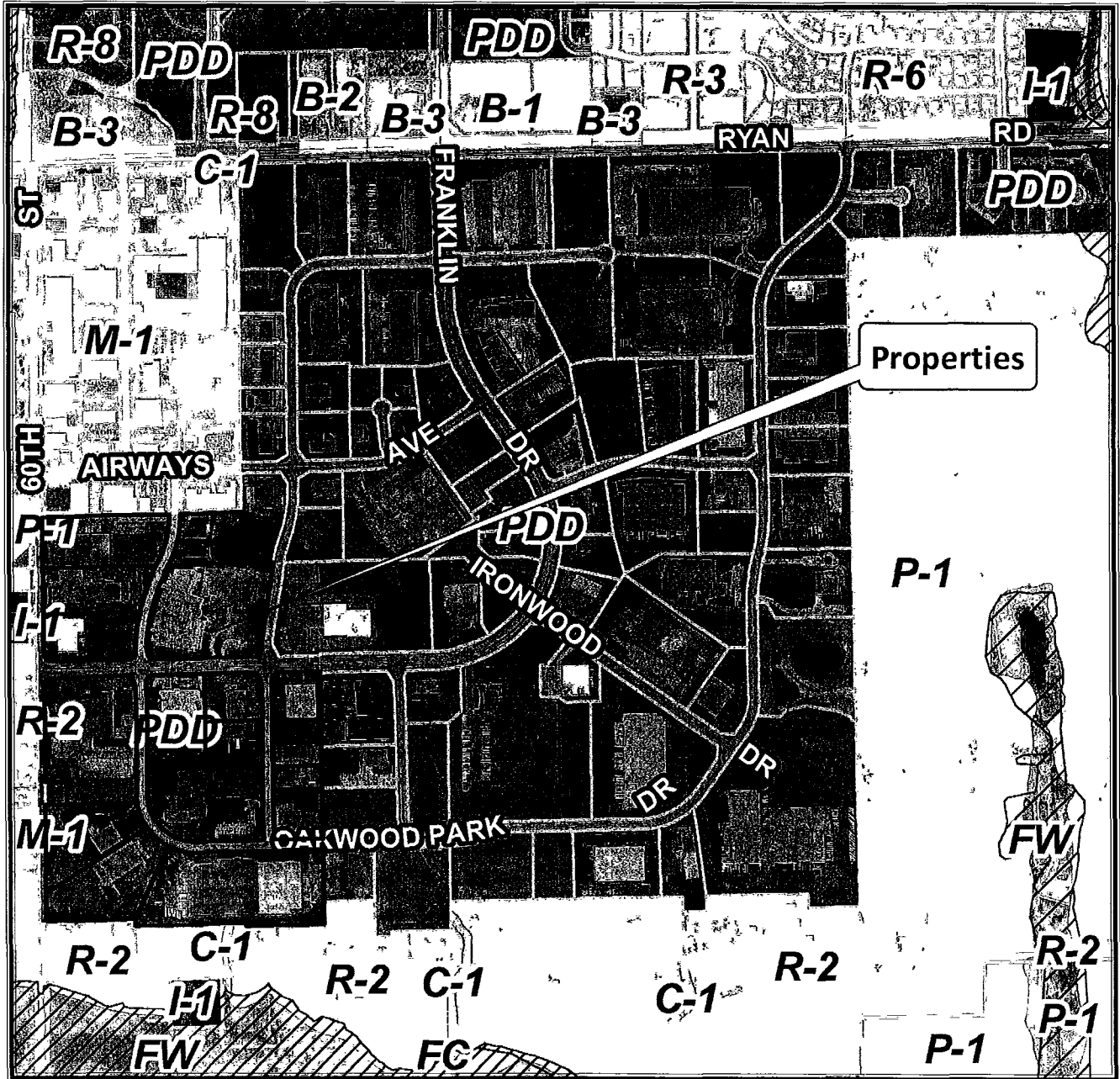
The proposed ordinance will be presented before the Economic Development Commission for recommendation, then to the Plan Commission for public hearing and recommendation, finally to the Common Council for decision.

City Development staff a drafted a similar ordinance for the Franklin Business Park (PDD 18) which allows the administrative review signs without the need of a separate approval by Community Development Authority (CDA). The CDA and Plan Commission recommended approval and the Common Council adopted Ordinance 2022-2512 on June 7, 2022.

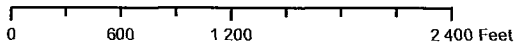
This item is scheduled for the December 21, Plan Commission meeting for public hearing and recommendation. Then, it would be presented to the Common Council for decision, meeting date to be determined.

RECOMMENDATION

A motion to recommend approval of this Planned Development District Amendment.




Planning Department
 (414) 425-4024



NORTH
 2021 Aerial Photo

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

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/21/24</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution redefining the rural and urban areas as provided in Ordinance No. 85-860 regulating truck parking and raising animals</p>	<p>ITEM NUMBER</p> <p>2.8.</p>

At its February 8, 2024, regular meeting, the Plan Commission recommended approval of the attached resolution. The vote was 4-0-2, four 'ayes', no 'noes' and two absents.

See attached staff report for more information about the proposed update to the city's rural-urban map.

Fiscal impact: no allocation of funds is anticipated for adopting the attached resolution besides public notice required per Municipal Code. The Planning Department budget has funds allocated for official notices (GL No. 01-0621-5421).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, redefining the rural and urban areas as provided in Ordinance No. 85-860 regulating truck parking and raising animals.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 02-14-24]

RESOLUTION NO. 2024-_____

**RESOLUTION REDEFINING THE RURAL AND URBAN AREAS
AS PROVIDED IN ORDINANCE NO. 85-860 REGULATING TRUCK PARKING
AND RAISING ANIMALS**

WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change; and

WHEREAS, the Common Council adopted Resolution 86-2680, redefining the rural and urban areas on October 19, 1986; and

WHEREAS, the Franklin Plan Commission having reviewed the proposed map on February 8, 2024, incorporated herein as Exhibit A, and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2).

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

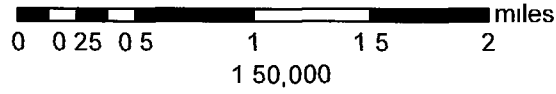
Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

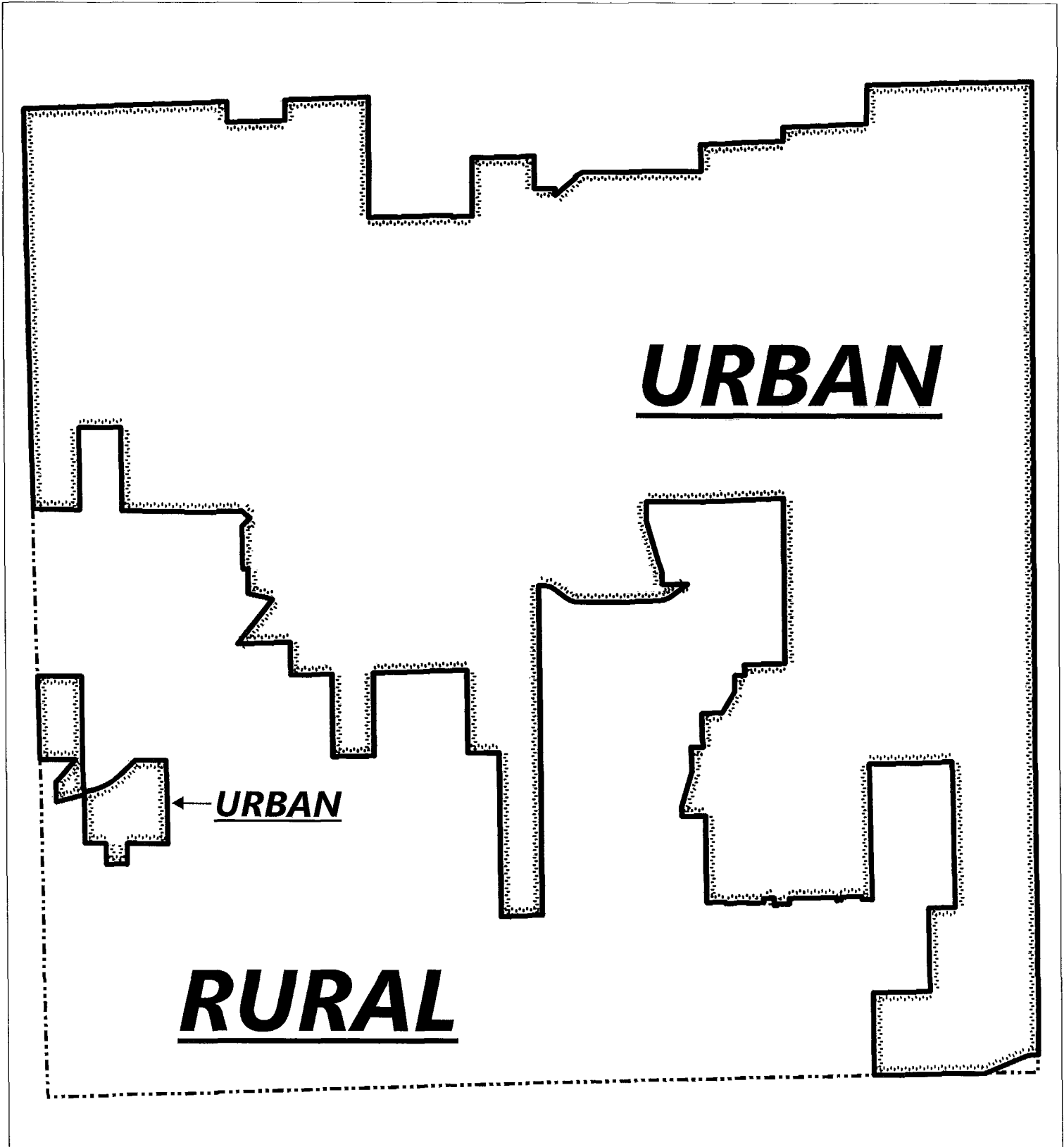


Exhibit A
RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

DRAFT



DATED 5-21-1985
REVISED 2-19-1986
--_20_





CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item D.2.

Meeting of February 8, 2024

Rural and Urban Areas Map Update

RECOMMENDATION: City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.

Project Name: Rural and Urban Areas Map Update.
Location : Citywide
Applicant: City of Franklin, Department of City Development
Planner: Régulo Martínez-Montilva, AICP, CNUa

INTRODUCTION:

The “Rural and Urban Areas of the City of Franklin” map has not been updated for over 30 years, the last revision was in 1986. Below is a brief timeline since the adoption of the original map:

- 1985 - Adoption of the “Rural and Urban Areas of the City of Franklin” map (Ord. 85-860) .
- 1986 - Map revision (Resolution 86-2680).
- 1990 - Sanitary Sewer Service Area map for the City of Franklin prepared by SEWRPC (Southeastern Wisconsin Regional Planning Commission).
- 1998 - Adoption of the Unified Development Ordinance (UDO).
- 2004 - Proposed Rural and Urban Areas map revision, not approved.
- 2009 - Adoption of the 2025 Comprehensive Master Plan.

The Rural and Urban Areas map is used to regulate parking of trucks and equipment as well as raising and keeping animals per Municipal Code Section 183-68, these activities may be permitted in rural areas subject to the provisions in this section. This map should be confused with an urban growth boundary map or a sanitary sewer service area map.

Why does the Urban and Rural Areas map need an update?

- According to Municipal Code Section 183-68, “this map may be revised from time to time, by resolution passed by the City Council, to redefine the rural and urban areas as it becomes necessary”.
- The 1986 version is out of date, for example the Velo Village Apartments development is still considered “rural” per current map.
- Owners/lessees may obtain a permit to raise animals in neighborhoods that have now an urban or suburban character but are still considered “rural” per current map, for example Stonewood, Ryanwood Manor and other subdivisions.
- This map update is listed as part of the Top 20 changes to development regulations suggested by City Development staff in 2015.

How are the proposed boundaries defined?

According to the Unified Development Ordinance (UDO), an urban area is “a delineated sanitary sewer service area in conformance with an adopted areawide water quality management plan”. Therefore, City Development staff is proposing the following:

Add to urban areas:

- Areas served or close to public sanitary sewer and public water service.
- New residential subdivisions and Planned Development Districts.

Keep as rural areas:

- Areas not served by public sanitary sewer and public water service.
- Rural oriented districts or with urban development constraints, specifically: A-1 Agricultural district, A-2 Prime agricultural district, C-1 Conservancy district, FC Floodplain conservancy district, FFO Floodplain fringe overlay district, FW Floodway district, P-1 Park district, RC-1 Conservation residence district.

Legal non-conforming uses

An animal permit is required before raising and keeping animal in rural areas per Municipal Code § 183-68C(2)(a), the Department of City Development reviews and issues animal permits, such permits must be renewed annually. In 2023, the department issued one animal permit for a legal non-conforming use in the urban area, this map update won't affect this use since the parcel is already located in the urban area per the 1986 map.

Notice of change

Pursuant to Municipal Code § 183-68C(2)(c), “upon the Council's change of an area from rural to urban, the City Clerk shall cause to be published a Class 2 notice stating the change and that a permit is required for those persons wishing to keep their animals”.

Attachments

- Draft resolution redefining the rural and urban areas with proposed map as Exhibit A.
- Map depicting the current urban areas, the proposed update as well as public water and sewer lines for reference, this map is not part of the draft resolution.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.

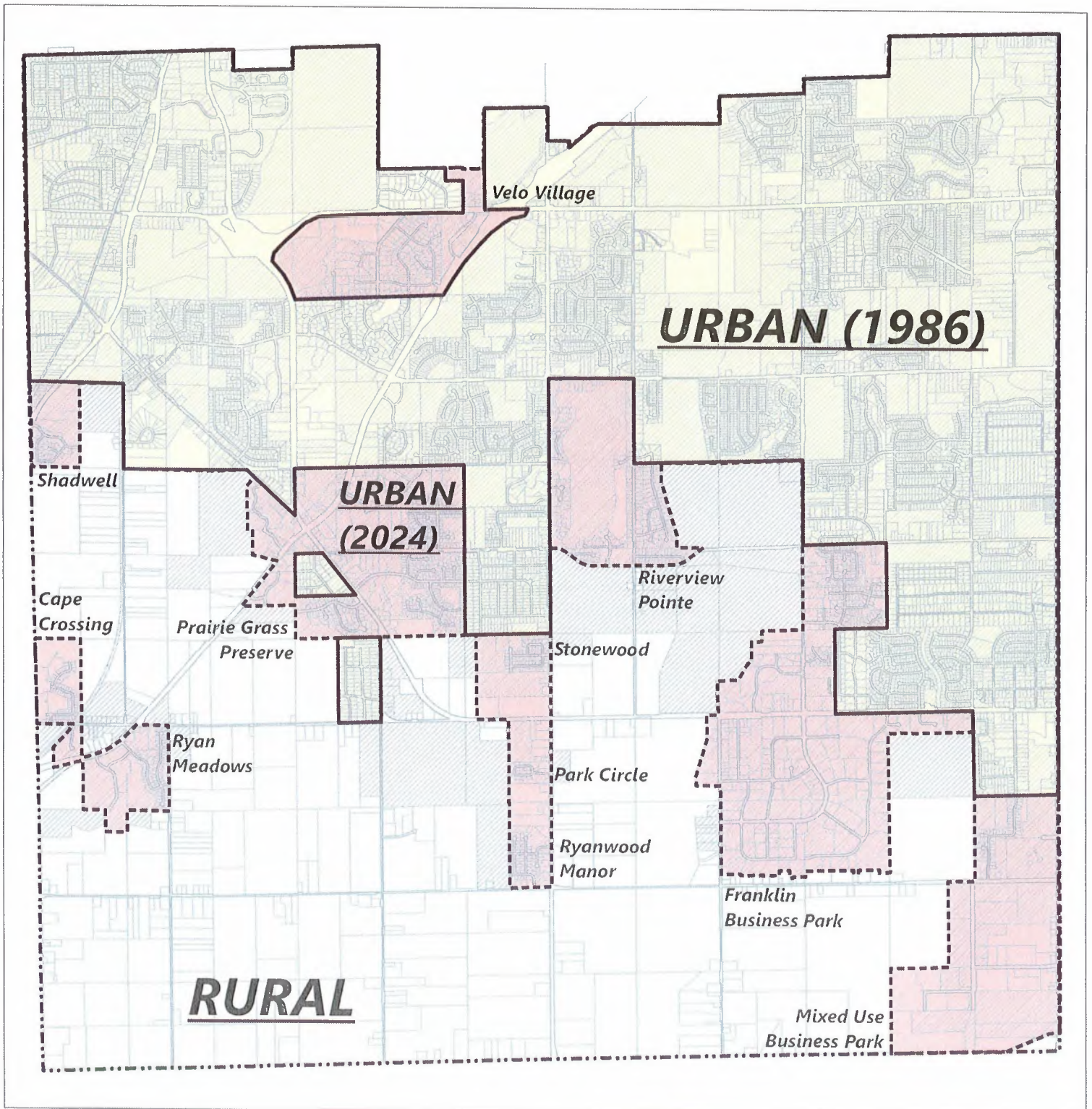
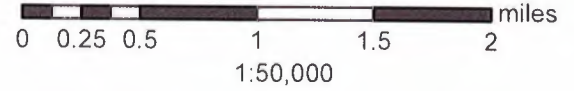
RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

DRAFT



Legend

- Urban areas (1986) Resolution 89-2680
- Urban areas (2024) Proposed update
- Parcels within 100 feet of a sanitary gravity main



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION No. 86- 2680

RESOLUTION REDEFINING THE RURAL AND URBAN AREAS
AS PROVIDED IN ORDINANCE 85-860 REGULATING TRUCK PARKING
AND RAISING ANIMALS

WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change, and

WHEREAS, the Franklin Plan Commission has recommended to the Common Council that the rural areas be adjusted in the vicinity of W. Rawson Ave. and S. 76th Street, and

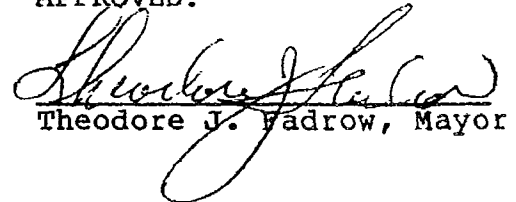
WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2)

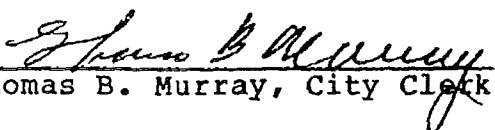
Introduced at a regular meeting of the Common Council of the City of Franklin on the 19th day of February, 1986 by Alderman Romanowicz.

Passed and adopted by the Common Council on the 19th day of February, 1986.

APPROVED:


Theodore J. Vadrow, Mayor

ATTEST:


Thomas B. Murray, City Clerk

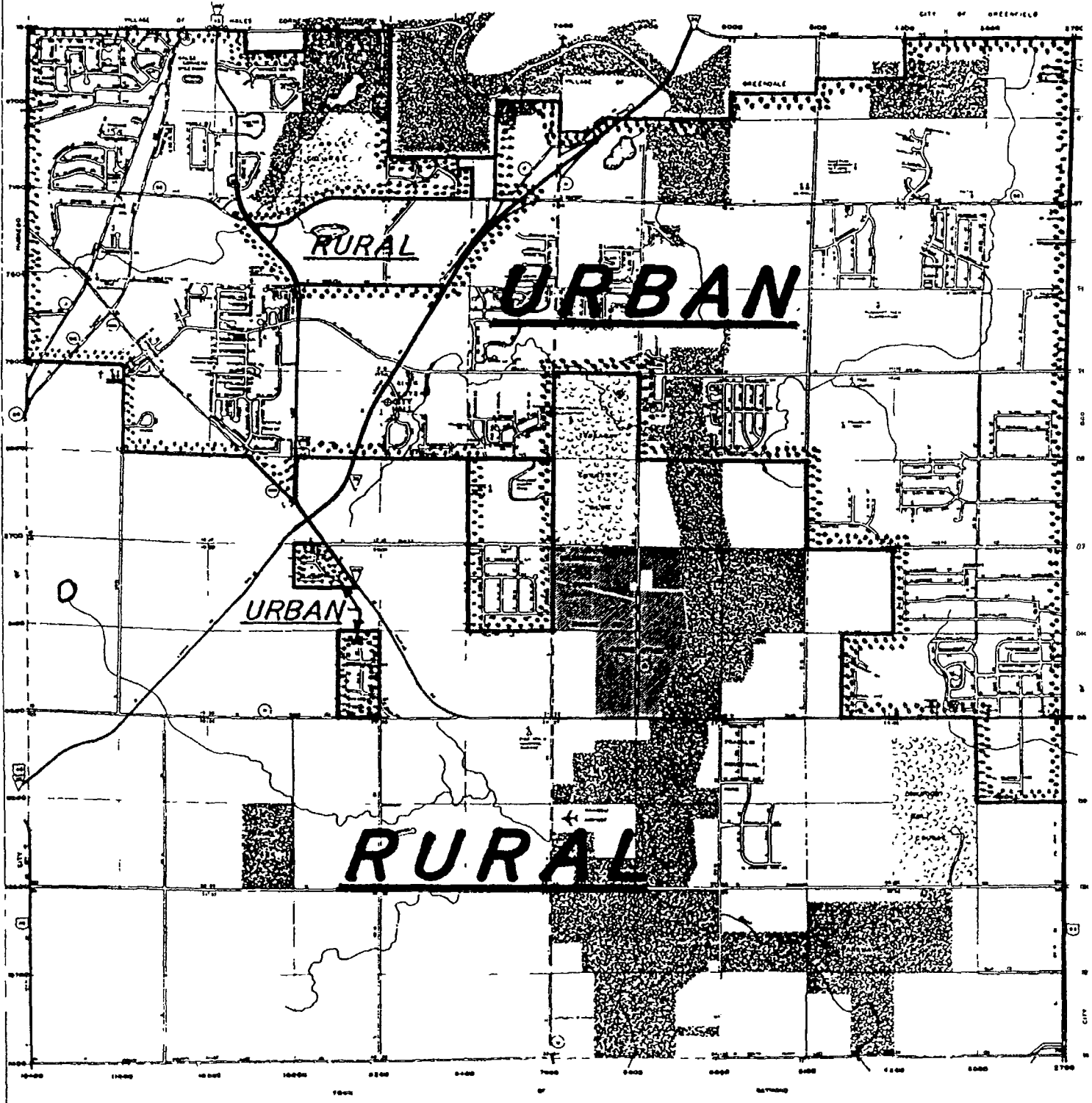
Prepared by:
Gregory P. Gregory
City Attorney



AYES 6 NOES 0 ABSENT 0

RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN

MILWAUKEE COUNTY, WISCONSIN

DATED: 5-21-85
REVISED: 2-19-86



APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to transfer an additional \$7,000 to the Capital Outlay Fund for the Purchase of Cabling for the Fire Department	ITEM NUMBER 

BACKGROUND

The City of Franklin was awarded \$3,748,286 in American Rescue Plan (ARPA) Fund monies from the pandemic. The Common Council had approved two projects for use of the ARPA funds. One project was the fiber optic network project and the other project was a city-wide new phone system project. Through the process of changing the phone system, the Director of Information Services has determined there are some challenges.

Plant cabling has been in a state of disrepair at Fire Station 1 for some time, leading to excessive PC/laptop connectivity issues and excessive troubleshooting. With the planned implementation of Voice over IP phones (VoIP), it is expected that many of the digital phones will use the same plant cabling as the PCs. Failure to replace the cabling at Fire Station 1 will result in continued connectivity issues, as well as poor quality phone conversations on the VoIP telephones.

For the 2024 Capital budget selection process, an initial quote was received from Heartland Business Systems to replace all network cabling at Fire Station 1. The Capital Budget recommendation was not funded. A second quote was received from Terminal Andrae to install the missing cable runs necessary to deploy all VoIP phones.

The Director of Information Services is looking for approval of this budget amendment to complete the phone system project and provide the Fire Department the necessary cabling needed to finalize the project.

FISCAL NOTE

Authorize or deny the budget amendment. If approved, that leaves \$1,910,086 in ARPA funds that need to be obligated by December 31, 2024. The approval of this budget amendment leaves a lower allowable amount of unallocated ARPA funding to be used for other projects.

The GL Numbers for the budget amendment are as follows:

14-0000-5597	Transfer to Capital Outlay Fund 41	Increase	\$7,000
41-0221-5822	Fire Department Building Improvements	Increase	\$7,000

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-_____, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to transfer an additional \$7,000 to the Capital Outlat Fund for the Purchase of Cabling for the Fire Department.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE ARPA FUND TO TRANSFER AN ADDITIONAL \$7,000 TO THE CAPITAL OUTLAY FUND FOR THE PURCHASE OF CABLING FOR THE FIRE DEPARTMENT

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate re-cabling funds to the Fire Department Stations; and

WHEREAS, a budget amendment is needed to support a \$7,000 appropriation in the Capital Outlay Fund re-cabling fees; and

WHEREAS, the City of Franklin still has a large sum of ARPA Funds that need to be appropriated before December 31, 2024; and

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

Section 1 That the 2024 ARPA Fund Budget be amended as follows:

ARPA Fun				
0000	Transfer to Capital Outlay Fund 41		Increase	\$7,000

Section 2 That the 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund				
0221	Fire Department	Building Improvements	Increase	\$7,000

Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

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

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:



John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/21/2024
REPORTS & RECOMMENDATIONS	Authorize the Agreement for Fiber Optic Maintenance Services Between the City of Franklin and Fiber Optic Management, LLC d/b/a Turnkey Network Solutions – Funded by Account 46-0181-5846.9650	ITEM NUMBER 

Background

For the installation of the fiber optic ring in the City, Turnkey Network Solutions, also known as Fiber Optic Management LLC, has been the primary fiber optic vendor. The primary lines were finished by the end of October 2023, with the fiber installation having started in July of that same year. For the foreseeable future, the fiber optic ring—a vital government resource—will serve as the main means of Internet and interoffice communication. It is crucial to legally establish a location and repair services contract for any anticipated (or unforeseen) alterations to the fiber network as the project enters the support and maintenance phase.

Motion to Recommend

Turnkey Network Solutions is the primary vendor that performed the fiber optic installation for the City’s fiber optic ring, who completed the project on time and with minimum change orders. Overall, the completion of the project was outstanding, and the vendor showed a high level of professionalism and attention to detail. Turnkey offers a series of additional post-installation services that will be required for the continued support and maintenance of the fiber ring:

1. Location Services – the vendor will receive all “Diggers Hotline” requests and will determine the need for location services based upon the impact zone and the current layout of the fiber ring. Turnkey will respond on behalf of the City and will mark (flag) the areas where fiber optic conduit resides. Fiber optic location requests have been setup with Diggers Hotline under a new membership ID of FRA01.
2. Planned Modification – In the event that access in the “right of way” zones require movement or alteration of the fiber optic conduit, Turnkey will schedule their installation team to make any necessary changes and update both internal and Digger Hotline CAD maps and documentation. Modifications to the fiber ring has a tiered pricing schedule based upon the number of weeks advanced notice.
3. Emergency Repair Services – In the event of an accidental fiber cut, Turnkey will mobilize emergency resources to repair the fiber cut using the local resources that are already familiar with the ring layout and location. Emergency repairs are performed at a contracted price.
4. Scheduled Maintenance – On an annual basis Turnkey will inspect the conduit, fiber, and all handholds for integrity and to guarantee that the conduit is free from obstruction or areas of collapse. Regular inspection of the fiber conduit is highly recommended to prevent unexpected problems where a change has to be implemented, but the conduit has already collapsed.

It should be noted that establishing a support and maintenance contract is based upon the existing experience of the vendor and their direct knowledge of the exact layout of the cable. Turnkey was the original installation vendor. The contract was not placed to RFP bid due to the fact that many location vendors may be able to perform basic survey services, however, they do not have the capability to perform location, conduit modification, splicing, and documentation that would be required as part of a major construction project that impacts a right-of-way zone. A decision to single source is based upon the vendor’s proven ability to perform, in addition to a wide array of fiber relocation and emergency repair services. The fiber location vendor is the same company doing the fiber alterations. This should lead to fewer miscommunications and better project management.

Fiscal Impact

A support and maintenance contract is proposed based upon an estimate of the number of location tickets for cities that have implemented private fiber of similar lengths and population densities. Services include an annual inspection of the ring, as well as lower contracted prices for changes to the ring or emergency repairs. Having a support and maintenance contract in place will lower overall costs than paying retail prices on a per ticket/incident basis.

Fiber Optic Maintenance & Support Contract

- Fiber Location, Inspection & Maintenance Services (estimated ticket counts) \$23,287.60
- Estimate not to exceed \$40,000

Total Project Cost: \$23,287 to \$40,000

COUNCIL ACTION REQUESTED

Motion to authorize the Agreement for Fiber Optic Maintenance Services Between the City of Franklin and Fiber Optic Management, LLC d/b/a Turnkey Network Solutions. The estimated location ticket counts and comparable costs is \$23,287.60, with a total cost not to exceed \$40,000 – funded by Account 46-0181-5846.9650.

Agreement for Fiber Optic Maintenance
Services between the City of Franklin and
Fiber Optic Management, LLC d/b/a TurnKey Network Solutions

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Fiber Optic Management, LLC d/b/a TurnKey Network Solutions, a Michigan limited liability company (hereinafter "CONTRACTOR"), whose principal place of business is 7020 Southbelt Drive SE, Caledonia, MI 49316

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide fiber optic network maintenance services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$40,000.00, which includes the not-to-exceed \$23,287 60 total price for the Annual Maintenance services as set forth in CONTRACTOR'S proposal Attachment A, and any extra potential necessary services which may be discovered and/or encountered during the Annual Maintenance services, such as a need to locate ticket history, encountering a significant fiber cut, etc., which extra potential necessary services shall be subject to the approval of CLIENT'S Director of Information Services, James Matelski, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work
- B. Total price will not exceed budget of \$40,000.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

VI. INSURANCE

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

A General/Commercial Liability	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
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B Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Contractor's Pollution Liability	\$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>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E Worker's Compensation and Employers' Liability	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)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT
- B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895 52, and 345 05 To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits

of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of January 1, 2024

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law

- B Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local

- C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

City of Franklin, Wisconsin

Fiber Optic Management, LLC,
d/b/a TurnKey Network Solutions

BY _____

BY  _____

PRINT NAME John R Nelson

PRINT NAME Warren J. Henderson

TITLE Mayor

TITLE President

DATE _____

DATE 02/06/2024

BY _____

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Shirley J Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is made on the last date signed below, the "Effective Date" by and between **City of Franklin**, ("Customer"), of 9229 W Loomis Road, Franklin, WI 53132 and **Fiber Optic Management, LLC d/b/a TurnKey Network Solutions**, ("TKNS"), a Michigan limited liability company, located at 7020 Southbelt Drive SE, Caledonia, MI 49316, (individually as "Party" or collectively as "Parties")

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

WHEREAS, in the judgement of the Customer, it is necessary and advisable to obtain the Services of TKNS to provide Fiber Optic Network Maintenance Services,

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

DEFINITIONS

"Acceptance" means the date on which the Customer agrees to take ownership of some or all of the Deliverables or approves of some or all of the Services. If the Customer takes ownership of only a portion of the Deliverables or approves only a portion of the Services, Acceptance will be deemed to have occurred only with respect to that portion.

"Agreement" means this Maintenance Services Agreement, Attachments to it, including Schedules, Annexes, Exhibits, all Addendums, and all documents incorporated by reference, as each may be amended from time to time.

"Authorized Representative" means each Party's representative that has the requisite authority to sign the Agreement and all amendments thereto.

"Billable Rate" means the rates set forth initially as Attachment B, and future editions as an Addendum to this Agreement, for all Services, Deliverables, and Products. The Billable Rates include TKNS's business and operating expenses and profit margins including, but not limited to business operating overhead, supervision and administrative costs, local, state and federal income, payroll, sales, excise, consumer sales, use and other taxes and fees (not including sales or use taxes that TKNS may be required to collect and remit on the Customer's behalf under this Agreement), insurance, worker compensation, contract employee pay rate and other employee benefits, and depreciation and amortization.

"Changes in the Work" means Customer approved deviations from the original work activity design. All deviations, whether requested by the Customer or as a result of conditions affecting the Services, and whether they add or remove work tasks, must be documented in writing, and approved by the appropriate Customer Authorized Representative.

"Change Order" means the written document executed by both Parties authorizing Changes in the Work.

"Completion Date" means the date by which TKNS must achieve Project Completion, as defined below. The Customer and TKNS will mutually agree on the Completion Date for each Service assignment via written or electronic communication.

"Damages" means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, fees and expenses of attorneys, accountants, and other experts and professionals or other fees and expenses of litigation, or other proceedings, or of any claim, default or assessment).

"Defective Work" means construction and installation work, materials, or equipment not conforming to the requirements or the terms of this Agreement.

"Deliverables" means any item delivered or produced by TKNS or required to be delivered or produced by TKNS as the result of Services. Deliverables may include, but are not limited to, tangible and intangible work product, information, data, reports, maps, drawings, plans, specifications, estimates, Products, technology, data, designs, memoranda, lists, diagrams, schedules, analyses, procedures, materials, documentation and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of the Services performed.

MAINTENANCE SERVICES AGREEMENT

hereunder

"Facilities" means any Customer owned assets or products placed or staged to be placed in the fiber optic network and includes, but is not limited to, the various types of cable, strand, devices, conduits, connectors, central office equipment and cards, hardware, Customer system programs, and associated equipment, buildings, grounds and vehicles

"Force Majeure Event" means (i) acts of God, such as fire, flood, earthquake or other natural cause, (ii) terrorist events, riots, insurrections, war or national emergency, and (iii) judicial, legal or other action of any governmental authority, which action(s) make performance of this Agreement delayed or impossible, but only, in each case, if the event is not the result of any act or omission of the Party claiming delay or impossibility of performance

"Intellectual Property" means to the extent that any of the following are recognized in any jurisdiction, any intellectual property and/or proprietary rights in (i) patents and patent applications, (ii) registered, unregistered or otherwise protected trademarks, trade names and service marks and protection from trademark dilution, (iii) copyright and derivative works thereof and other rights to works of authorship (whether registerable or not) including software (object and source code) and applications for registration thereof, (iv) registered and unregistered designs rights and applications for registration thereof, (v) database rights, semiconductor topography rights and proprietary data, (vi) internet domain names and applications and reservations thereof, (vii) proprietary and confidential information, trade secrets, and proprietary know-how not otherwise described in (i) through (vi) above, (viii) any and all common-law or equitable rights relating to any of the foregoing, (ix) all other intellectual property and equivalent or similar forms of protection existing anywhere in the world, and (x) all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto

"OSHA" means the Occupational Safety and Health Act

"Permits" means all necessary governmental approvals, authorizations, rights-of-way, utilities and other third-party property owner approvals, easements, access agreements, make ready fees, and charges required for the completion of the Services and the occupancy of permanent structures installed for the Customer on property owned by third parties TKNS shall strictly comply with all requirements and conditions of the Permits and, the Customer shall either directly pay for or compensate TKNS for all Permit fees and costs associated with obtaining Permits for Services required for work under the terms of this Agreement

"Plans" means copies of maps, drawings, surveys, plans, specifications and other documents and information reasonably beneficial for the performance of the Services

"PPE" means Personal Protective Equipment as defined by OSHA

"Product" means equipment, hardware, cabling, and other materials supplied to the Customer by TKNS

"Project Completion" means full performance by TKNS of TKNS's obligations under this Agreement and the applicable Services, including all amendments and revisions thereof

"Proposal" means the proposal of TKNS, including all accompanying documents and upon the scope of Services is based Unless otherwise requested by the Customer, Proposals will reflect that TKNS furnishes all materials, machinery, tools, equipment, labor, transportation, and other means necessary to provide the Services, Products, and Deliverables, for the prices submitted

"Request for Proposal" means a request issued by the Customer for TKNS's proposal to provide Services, Products, and Deliverables under this Agreement and may include but not be limited to estimated quantities and specific bid details and the documents entitled Material and Construction Specifications, Construction Sheets and Plans, Special Drawings, Maps, Descriptions of Changes and other documents with similar content

"Services" includes but is not limited to the planning, consultation, coordination, project management, design, engineering, construction, installation, technical assembly, maintenance, inspection, repair, demolition, replacement, alteration, and procurement necessary for the completion of the Services TKNS provides to the Customer under the terms of this Agreement

"Specifications" means the applicable quality and workmanship standards and specifications as specified in a Proposal including, but not limited to, OSHA standards, National Electrical Safety Code rules and any additional requirements, instructions, approved Customer documents or drawings furnished by Customer or applicable law or regulation

MAINTENANCE SERVICES AGREEMENT

"Termination Date" means the effective date of any termination, for any reason, of all or any part of the Agreement by either Party in accordance with the terms of the Agreement

"Timely" for the purposes of this Agreement, shall mean performed to allow TKNS to continue with the Services without delay

"TKNS Personnel" means TKNS's W-2 employees or subcontractors who perform Services, act on TKNS's behalf or are paid by TKNS in connection with this Agreement

"TKNS Project Manager" means the designated single point of contact for the coordination of all Services to be performed by TKNS on behalf of the Customer

"Service Order" means a written order issued by the Customer to TKNS which identifies the specific Services, Products, and Deliverables that the Customer desires to purchase under this Agreement and includes, by way of example and not limitation, a statement of work, any written request or instructions, emergency work, maintenance work, or capital work Each Service Order shall include a Purchase Order Number

TERM

The initial term of this Agreement begins on the Effective Date and will continue for a period of two (2) years or until the last to expire of all Service Orders, unless terminated by either Party according to the terms of this Agreement This Agreement will automatically renew for additional one-year terms on the anniversary of the expiration of the initial term and each subsequent anniversary, unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the renewal date

SCOPE OF SERVICES

TKNS shall perform and furnish or cause to be performed and furnished all business administration, management, coordination, supervision, labor, materials, and the equipment necessary for, or incidental to, providing the Services, Products, and Deliverables described herein, in the most expeditious and economical manner, consistent with industry accepted standards, and complete compliance with codes and ordinances having jurisdiction over the place of the work Services shall be performed and executed in a customary and workmanlike manner by qualified and efficient workers, in conformance with this Agreement

TKNS and all TKNS Personnel and Subcontractors will perform all Services and provide Products in accordance with this Agreement to meet or exceed Customer's specifications, standards, and requirements

Underground Fiber Optic Facilities Locating Services

TKNS shall respond to standard, and emergency locate requests/dispatches and perform locating services throughout the Customer owned fiber optic network Services shall be performed as needed, if needed basis twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year including state and federally recognized holidays TKNS shall screen locate tickets received through the state one call notification system, field locate applicable tickets, and be present at "joint meetings" as called for TKNS shall also be available for "after-hours" emergency callouts, and as required the Customer, for "stand by" at job sites while other contractors excavate around Customer's underground facilities

Customer shall furnish TKNS complete mapping and record information, including updates of adds/changes/re-routes or revised information, regarding the location and extent of Customer's fiber optic network TKNS shall be entitled to rely upon the accuracy and the completeness of such information furnished by the Customer TKNS shall not be held liable for failure to locate facilities that are either not indicated or not indicated correctly on the Customer provided network mapping TKNS shall not be responsible for the accuracy and completeness of the maps, prints, and records furnished by the Customer, however TKNS shall notify the Customer within twenty-four (24) hours of any defects or errors identified by TKNS within the provided mapping

TKNS shall receive excavation notifications directly from the appropriate state one call notification system The Customer agrees that TKNS shall be established as the point of contact to receive all excavation notifications TKNS shall be responsible for responding to excavation notifications with screened all clears or dispatching personnel to perform the underground utility locating The Customer shall maintain membership with all appropriate state one call systems and pay all related fees for such membership TKNS and the Customer will work together to develop a mutually agreed upon method and procedure that will define communications, contacts, and processes for screening, auditing, and dispatching requirements

MAINTENANCE SERVICES AGREEMENT

Upon receipt of a ticket request for a locate from the state one call system, TKNS shall (i) use the Customer provided network mapping to determine whether a conflict exists between the proposed work indicated on the ticket and existing the Customer's facilities, (ii) if necessary, dispatch staff to inspect the location of proposed work in relation to the existing Customer facilities should the mapping not provide a definitive answer as to whether a conflict exists, (iii) dispatch staff to perform a locate and marking of the Customer facilities in the event a conflict is determined to exist between the proposed work and the Customer facilities TKNS shall perform all markings in accordance with the state one call system and when required by the state one call system, provide a positive response notice to the received ticket

A locate shall be defined as the location and marking of the Customer's underground and buried facilities for a distance up to five hundred (500) linear feet Each additional five hundred (500) linear foot locate, or portion thereof, shall be considered and paid for as a separate unit of work

TKNS shall investigate all incidents of damage to the Customer's underground fiber optic facilities to verify the accuracy of the locate markings and determination for fault of the damage TKNS shall prepare and submit to the Customer a written report summarizing and documenting the investigation findings The Customer will compensate TKNS for the cost of completing damage incident investigations and reports provided that the damage is not attributed to the locate services provided by TKNS TKNS shall not be held responsible for damage to Customer owned facilities that is a result of missing or inaccurate information on the Customer provided network mapping When it is determined that damages to the underground facilities were caused by TKNS as a result of a miss-locate or failure to locate, TKNS shall assume the responsibility of the repair costs resulting from such damage TKNS shall be granted the option to repair any damage prior to the Customer dispatching/contracting the repair with a third party

TKNS reserves the right to decline any locate request in areas which TKNS deems it to be impractical to perform because of inaccessibility or safety considerations TKNS shall notify the Customer within twenty-four (24) hours of receipt of a locate request should TKNS be unable to perform a locate due to these considerations

The Customer shall compensate TKNS for the Underground Fiber Optic Facilities Locating Services per the Billable Rates within the Maintenance Services Agreement

Network Maintenance Services

Network Maintenance Services shall be defined as follows (i) Scheduled Maintenance for Services which can be scheduled and performed no less than seven (7) days after receipt of a request or Service Order from the Customer, (ii) Short Notice Maintenance for a request to dispatch crews to perform Services in more than twenty-four (24) hours but less than seven (7) days from the date of request, and (iii) Emergency Maintenance for Services requested by the Customer to dispatch personnel (a) within twenty-four (24) hours, (b) between the hours of Friday at 5 00 PM and Monday at 7 00 AM, or (c) during state and federally recognized holidays

TKNS shall maintain an inventory of materials adequate to address ongoing maintenance concerns in a timely manner and provide all labor and equipment necessary for Network Maintenance Services of Customer's outside plant facilities TKNS shall perform Network Maintenance Services based on observation/inspection/discovery by TKNS's personnel, from requests of the Customer, from notification by relevant right of way (ROW) owners or its agents, and through the state one call notification systems Prior to the commencement of Network Maintenance Services, the Customer shall provide TKNS with authorization to proceed with the Services, either verbally or in writing based on the urgency of the matter, identifying the scope of the Services, and whether the Services can be completed during business hours or if they must be completed in the maintenance window hours of midnight to 6 00 AM

Emergency Maintenance Services require TKNS to receive and act on all Emergency Services calls originated from designated Customer representatives or its Network Operations Center (NOC) TKNS shall make personnel available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year including state and federally recognized holidays for Emergency Maintenance Services The Customer shall contact TKNS through the TKNS Emergency Call List identified in the Maintenance Services Agreement as Attachment 'A' TKNS, except for conditions reasonably beyond its control, shall be on-site inspecting the outside plant cable within four (4) hours of initial call-out, or within such time as agreed between the Customer and TKNS TKNS shall use its reasonable best efforts to repair any failure, interruption, or impairment in the operation of the outside plant cable TKNS requires, and the Customer shall arrange for, access to the Customer's termination panels to locate any cable breaks accurately and effectively The Customer shall provide a contact list of its employees available to

MAINTENANCE SERVICES AGREEMENT

assist TKNS on matters such as building and termination panel access, on site inspection of suspected areas of damage, and OTDR cable testing. Coordination is critical for timely repairs of network outages, and the Customer's failure to provide access and technician support as needed may result in an extension of the repair time. TKNS reserves the right to make temporary repairs as necessary to promptly restore service. Permanent restoration shall be the priority method of repair, unless due to conditions reasonably beyond the control of TKNS it is not practical. If, upon mutual agreement of TKNS and the Customer, or for safety considerations, a temporary repair is determined to be the most practical solution for the restoration of service, the Parties shall jointly develop a plan to make permanent repairs in an expeditious manner.

The method of compensation for Network Maintenance Services shall be (i) time (hourly) and materials (cost plus markup) rates per the Billable Rates of the Maintenance Services Agreement for Emergency and Short Notice Services, and (ii) either time (hourly) and materials (cost plus markup), Construction Unit Rates, or a combination of each based on the scope of the work for Scheduled Maintenance Services, per the applicable Billable Rates of the Maintenance Services Agreement.

Quarterly Ride Out Inspection Services

On a quarterly basis, or intervals as requested by the Customer, TKNS shall dispatch staff to visually inspect the Customer's entire outside plant fiber optic network. During the inspection process, the Customer authorizes TKNS to make minor repairs as needed at any one location up to an amount of five hundred dollars (\$500.00). TKNS shall submit a written report to the Customer, within ten (10) days of performing the ride-out inspection, identifying any network damage, necessary preventative maintenance, road or pole-line projects, or other areas of potential impact to the performance of the Customer's outside plant fiber optic network. The report shall provide an order of prioritization for corrective work based on those items having the highest probability of creating a service affecting issue. TKNS shall submit the report in a format mutually agreed upon by TKNS and the Customer. TKNS and the Customer shall develop a course of action plan including a completion timeline and the cost to remedy items requiring corrective Services. The list of corrective items shall be reviewed and updated on a regular basis.

TKNS shall be compensated for the Quarterly Ride Out Inspection Services as follows: (i) on a time (hourly) and materials (cost plus markup) basis for the Ride Out Inspection, completion of any minor repairs (not exceeding \$500 per each location without Customer approval), and completion and submission of the written report, (ii) either time (hourly) and materials (cost plus markup), Customer accepted quote, or a combination of each based on the scope of the work for any corrective Services, per the applicable Billable Rates of the Maintenance Services Agreement. Larger repairs identified under this process may, at the option of the Customer, be issued for corrective Services under a separate Service Order.

CUSTOMER'S OBLIGATIONS

The Customer shall furnish TKNS with complete information regarding the Customer's fiber optic network. The Customer agrees to provide TKNS with the maps and/or all updates thereto necessary to locate its underground facilities. TKNS shall be entitled to rely upon the accuracy and the completeness of such information furnished by the Customer. TKNS shall not be held liable for failure to locate facilities that are either not indicated correctly or indicated at all on the Customer provided network mapping. TKNS shall not be responsible for the accuracy and completeness of the maps, prints, and records furnished by the Customer, however TKNS shall notify the Customer within twenty-four (24) hours of any defects or errors that are found within the provided mapping.

The Customer agrees to provide TKNS with the maps and/or all updates thereto to all above-ground and building entrance facilities as required within the scope of Services of this Agreement for use in emergency and scheduled maintenance activity. Any such maps, drawings, sketches, or other technical information either written or otherwise furnished or disclosed to or obtained by TKNS in the provision of Services of this Agreement shall remain the property of the Customer. All original copies of such information, provided by the Customer, shall be returned to the Customer by TKNS at any time upon written request, or at the expiration, termination, or completion of the Services of this Agreement. All such materials shall be kept confidential by TKNS, its agents, servants, and employees, and shall be used only in the provision of the Services of this Agreement and may not be used for any other purpose except upon such terms as may be agreed upon by the Customer in writing. This obligation of confidentiality shall survive the termination of the Agreement. TKNS shall be liable to the Customer for any breach of this covenant by any of its agents, servants, or employees.

The Customer shall designate in writing a representative who shall have authority to authorize Services as required and to furnish information on a timely basis.

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Prior to TKNS commencing with required Services and at any subsequent time requested by TKNS, the Customer shall furnish evidence acceptable to TKNS that sufficient funds are available and committed for the entire cost of the Services. If such evidence is not furnished by the Customer, TKNS may suspend or terminate the Services until such evidence is provided.

The Customer shall indemnify and hold TKNS harmless from all claims and damages arising from safety hazards caused by the Customer and by separate contractors employed by the Customer. The Customer shall be responsible for the elimination or abatement of safety hazards created at the place of the Services by other persons employed by the Customer as separate contractors or by the Customer's direct or indirect hire employees.

TKNS'S OBLIGATIONS

TKNS shall furnish all installation supervision, labor, equipment, vehicles, tools, supplies, and materials necessary to provide the Services and meet the terms of this Agreement.

TKNS shall have complete control of the Services and shall effectively direct and supervise the Services so as to ensure conformance with reasonable industry standards. TKNS shall be solely responsible for means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Services included in this Agreement.

TKNS shall be responsible for safety and for compliance with the rules, regulations and practices required by the applicable safety legislation in the performance of the Services.

TKNS shall employ competent supervisors who shall attend to the location during the time of the performance of the Services. The supervisor shall represent TKNS, and instructions given to the supervisor by the Customer shall be held to have been given to TKNS. The Customer's directives or instructions shall be confirmed to TKNS in writing.

TKNS shall be responsible to the Customer for acts and omissions of TKNS's employees, consultants, Subcontractors and their agents and employees, and other persons or entities performing portions of the Services for or on behalf of TKNS or any of its Subcontractors.

TKNS shall designate a single point of contact for the Customer, and such person shall be the designated Project Manager for all Services. The Project Manager shall review progress of ongoing Services with the Customer including but not limited to scheduling, coordination of Services, work quality questions and or concerns, and in general act as the main point of contact for all matters related to the Services performed under this Agreement.

SUBCONTRACTORS

The term "Subcontractor," as used in the Agreement, except where otherwise specified, means only those persons, firms or corporations having a direct contract with TKNS and includes any person, firm, or corporation who or which furnishes any part of the Services and/or Products, as defined herein.

TKNS agrees to preserve and protect the rights of the Customer under the terms of the Agreement, with respect to Services to be performed under subcontract and to enter into contracts or written agreements with its' Subcontractors to require them to perform the Services in accordance with and subject to the terms and conditions of this Agreement, and be as fully responsible to the Customer for acts and omissions of its' Subcontractors and of persons directly or indirectly employed by Subcontractor as for acts and omissions of persons directly or indirectly employed by TKNS.

TKNS shall co-ordinate the Services of all Subcontractors under its contract and make all necessary allowances for its integration.

Upon receipt of payment from the Customer, TKNS shall pay all monies due to Subcontractors, workmen, and suppliers as they come due.

TKNS shall indemnify and hold harmless the Customer, its agents, servants and employees from and against all costs, claims, damages, debts, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a Subcontractor, sub- subcontractor, or a workman or supplier with whom TKNS or any of its Subcontractors has contracted in relation to the Services and/or Products furnished under this Agreement.

CHANGES IN THE WORK

Accordingly, notwithstanding anything to the contrary set forth herein, the cost of Services shall not be increased unless, and only to the extent that, TKNS shall incur additional cost or time in the proper performance of the

MAINTENANCE SERVICES AGREEMENT

Services due to one or more of the following circumstances (i) the Customer directs a change to the scope of the Services, (ii) failure of Customer to timely furnish information by the date required or as provided and verified in writing, (iii) errors in the information provided by the Customer that require a change or cause a delay in performing the Services, (iv) failure of the Customer to provide timely access to Customer's facilities, (v) changes to laws, statutes or ordinances applicable to the Services enacted after the execution of this Agreement that require a change to the scope of the Services or cause a delay in performing the Services, (vi) presence of hazardous material or substance that require a change to the scope of the Services or schedule, (vii) a change to the Services for which TKNS could not reasonably be expected to have known, required by right of way or easement owners, permitting authorities, attachment requirements of pole owners, or any third party having jurisdiction over the work, (viii) a change to the Services required by conditions that could not have reasonably been anticipated by TKNS, including but not limited to underground obstacles, ground conditions, and pole owner make ready requirements

TKNS shall not perform any additions to the Services or incur any additional cost expected to be compensated for by the Customer for the aforementioned causes without a signed changed order from the Customer. When a change in the Services and/or Products is proposed or required, a written change order shall clearly define the additional scope of Services and/or Products. The value of change shall be determined in one or more of the following methods (i) by estimate and acceptance in a lump sum (ii) by unit prices set out in the Billable Rates or subsequently agreed upon and, (iii) by cost and a fixed or percentage fee.

TKNS shall submit the change order to the Customer for approval, including the change in cost and schedule, if any, with appropriate documentation in a form reasonably acceptable to the Customer. The Customer shall satisfy itself as to the correctness of such change and, when approved by the Customer, then and only then, shall the related change in Services and/or Products become valid. The value of Services and/or Products furnished in the change order shall be included for payment with the regular applications for payment.

MATERIALS

TKNS will obtain material for use in providing Services from Customer approved manufacturers. If applicable, TKNS will be expected to keep a minimum stock of certain material items. TKNS shall maintain an adequate inventory of material items to meet the needs of the business.

In the event the Customer provides material to TKNS for the completion of Services, TKNS shall be responsible for any materials supplied to them in good condition by the Customer for any damage or loss to such materials.

TKNS warrants that the materials and equipment furnished will (i) be free from defects in workmanship and title, (ii) conform to the design criteria and specifications, (iii) be new and of first-class quality, and (iv) be properly installed, tested, and activated.

DELAYS

If TKNS is delayed in the performance of the Services by an act or omission of the Customer, or anyone employed or engaged by them directly or indirectly, by a third party having jurisdiction over the work, or by a stop or work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of TKNS or anyone employed or engaged by them directly or indirectly, or by a Force Majeure Event, then the schedule of the affected Services shall be extended for such reasonable time as agreed upon by TKNS and the Customer, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension can be agreed to by TKNS.

PAYMENT

Annually, or other such period as agreed to mutually, TKNS shall submit Billable Rates for all Services and Products in the form of an Addendum to this Agreement. Upon execution of the Addendum by both Parties, and incorporation into this Agreement, the Parties agree that the then current Billable Rates shall be used in calculating the value of all performed Services and furnished Products. The Customer shall make progress payments to TKNS based upon invoices for payment submitted by TKNS monthly as the Services progress, using the current Billable Rates.

The issuance of an invoice for payment by TKNS will constitute a representation by TKNS to the Customer that the Services have progressed to the point indicated and that the quality of the Services and Products is in accordance with this Agreement. The issuance of an invoice will further constitute a representation by TKNS that TKNS is entitled to payment in the amount requested.

TKNS shall invoice the Customer for those Services completed or Products delivered, during each monthly interval.

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When mutually agreed, claims for Products received but not yet incorporated into the work shall be supported by such evidence as the Customer may reasonably require establishing the value and delivery of the Products

Payments shall be due and payable to TKNS from the Customer within thirty (30) days of the date of receipt of an invoice by the Customer

Invoices are subject to the approval of the Customer. The Customer will notify TKNS within ten (10) days of receipt of an invoice if the Customer cannot approve an invoice for payment because of (i) Defective Work not remedied, (ii) third party claims filed as a result of actions by TKNS, (iii) failure of TKNS to make payments properly to consultants, subcontractors or suppliers for services, labor, materials or equipment, (iv) damage to Customer caused by TKNS or its Subcontractors, suppliers or their employees, (v) failure to comply with the requirements of the Permits, or (vi) failure to carry out the Services in accordance with the terms of this Agreement. When the above reasons for withholding approval of the invoice are removed, the Customer will approve payment of amounts previously withheld, and the Customer will pay such amount to TKNS within thirty (30) days.

TKNS warrants that title to all Services and Products covered by an invoice will pass to the Customer no later than the time of payment. Provided that Customer has paid TKNS in accordance with the terms of this Agreement, TKNS shall be responsible to the Customer for all costs, expense and damages incurred by the Customer due to security interests, liens or other encumbrances against the Services or Customer's property for work performed and/or labor or materials or equipment furnished by TKNS or its Subcontractors or suppliers (collectively "Liens"). TKNS further warrants that upon submittal of an invoice, all Services and Products for which invoices have been previously issued and payments received from the Customer shall be free and clear of Liens.

Provided the customer pays TKNS the amount due to TKNS not subject to a good faith dispute, TKNS shall pay each consultant, Subcontractor, and material supplier no later than thirty (30) days after receipt of payment from the Customer the amount due to the consultant, Subcontractor, and material supplier for Services provided or labor, material or equipment furnished for the Services. TKNS shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors and suppliers in a similar manner.

In the event of a good faith payment dispute regarding the amount of payment due TKNS, the Customer shall pay the undisputed portion of the invoice and TKNS shall not suspend the Services.

Unpaid balances of undisputed amounts shall bear interest from the due date at the rate of one- and one-half percent (1 ½%) per month, in no event to exceed the maximum rate allowed by law. The Customer shall reimburse TKNS for costs of collection of undisputed amounts, including reasonable attorney's fees.

A progress payment, the acceptance of the Services in whole or a portion, or partial or entire use or occupancy by the Customer shall not constitute acceptance of Services not in accordance with the requirements of this Agreement.

For Services requiring the installation of new facilities, or the relocation of existing facilities, TKNS shall prepare and submit to the Customer record as-built drawings showing in detail the Services as completed ("As-Built Drawings"). The As-Built Drawings shall be delivered in a format mutually agreed upon by TKNS and the Customer.

TAXES AND ASSESSMENTS

The Billable Rates include, and TKNS shall have the liability for the payment of, all taxes and assessments which may be imposed by any taxing authority on TKNS including, without limitation, all gross receipts, sales, or other taxes levied with respect to labor, equipment, or materials furnished or Services performed by TKNS, and taxes and assessments for unemployment insurance, benefits, social security, disability or other taxes which are in whole or in part measured by and/or based upon wages, salaries, or other remuneration paid to persons or entities employed by TKNS on account of the Services under this Agreement.

The Customer agrees it has provided all documentation regarding sales and all other applicable taxes and further agrees that taxes included are an estimate based on the Customer's documentation and specifically agreed to by the Customer. TKNS shall notify the Customer in writing should there be an impact on the Billable Rates as the result of any change to the assumptions provided by the Customer and a resulting change to the estimate of taxes due.

The Customer shall have the liability for payment of all taxes and assessments which may be imposed by any taxing authority upon the Customer as the result of the Products and Services purchased from TKNS.

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INSPECTION OF THE SERVICES

If the Services and/or Products are designated for special tests, inspections, or approvals, or by the Customer's instructions, or laws or ordinances having jurisdiction over the location of the Services, TKNS shall give the Customer advance written notice requesting such inspection. Inspection by the Customer or by other authorities shall be made promptly. TKNS shall notify the Customer in writing should there be an impact to the cost or schedule of the Services for failure to perform any required inspections in a timely manner.

CLEAN UP AND RESTORATION

TKNS shall keep the place of the Services and surrounding area free from accumulation of waste materials or rubbish caused by its operations. At completion of the Services and when otherwise required by the Customer, TKNS shall remove waste materials, rubbish, TKNS's tools, construction equipment, machinery, and surplus material from and about the place of the Services.

TKNS shall repair, patch, and restore all pavement, and other hardscape and landscape surfaces affected by the performance of the Services so that all such pavement, other hardscape, and landscape are restored substantially to the condition existing prior to commencement of the Services, and in accordance with Permit requirements.

WARRANTY

TKNS warrants that it and any Services provided under this Agreement will comply with all federal, state and local laws, orders, codes and regulations in the performance of the Agreement, including but not limited to those relating to equal employment opportunities, federal, state, and local wage obligations, IRS obligations, applicable withholding and state unemployment and workers compensation, tax laws applicable to transactions occurring under this Agreement and OSHA, ANSI, the applicable state mandated "Manual on Traffic Control and Safety Practices" and applicable environmental regulations administered by the state Department of Natural Resources or other governmental agency. TKNS will obtain and keep current all governmental permits, certificates, and licenses necessary for TKNS to perform the Services.

TKNS agrees to correct promptly, at TKNS's own expense, defects or deficiencies in the Services performed under this Agreement which appear within one (1) year after the Customer's acceptance of the Services. The making good of all defects or deficiencies shall be executed at such time as is mutually convenient to the Customer and TKNS.

No remedy set forth in this Agreement (except to the extent specifically stated herein) is intended to be exclusive of any other remedy, and each remedy will be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise. No quality assurance, acceptance test or other similar procedure will be deemed to obligate the Customer with respect to, or necessarily to constitute, legal "acceptance" of any deliverable and no such procedure will be deemed to waive any right or remedy hereunder.

SAFETY

TKNS shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Services. TKNS shall take necessary precautions for safety of, and shall provide protection to prevent damage, injury or loss to (i) employees performing the Services and other persons who may be affected thereby, (ii) the work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of TKNS or TKNS's Subcontractors, (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of performing the Services, and (iv) property damaged during the performance of the Services.

TKNS shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss.

TKNS shall promptly remedy damage and loss to property caused in whole or in part by TKNS, a Subcontractor, a supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

HAZARDOUS MATERIAL

If TKNS encounters a hazardous material or substance, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from such material or substance, TKNS shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Customer. If the

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material or substance has been rendered harmless, and the area is cleared for work by the appropriate authority, work in the affected area shall resume upon written acknowledgement of the Customer and TKNS. By change order, the schedule shall be extended appropriately, and cost of the Services associated with the hazardous material condition shall be increased in the amount of the TKNS's shutdown, delay, and start-up activities.

TERMINATION

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

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

The rights and remedies of the Customer and TKNS under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this Agreement.

If TKNS fails to correct the default in the time specified or subsequently agreed upon, the Customer without prejudice to any other right or remedy the Customer may have, by giving TKNS written notice, may terminate TKNS's right to continue with the Services in whole or in part or terminate the Agreement.

INSURANCE

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

Workers' Compensation insurance in accordance with all applicable laws with coverage limits of at least \$1,000,000 per accident, \$1,000,000 for bodily injury by accident and \$1,000,000 for each employee for injury by disease,

Employer's liability insurance with limits for employer's liability of \$1,000,000 per accident,

Comprehensive general liability and contractual liability insurance throughout the term of the Agreement and has combined single limit coverage in the amount of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, and \$2,000,000 Products-Completed Operations Aggregate,

Business Auto liability insurance with limits of at least \$1,000,000 Combined Single Limit,

Commercial Umbrella coverage with limits of at least \$20,000,000 per occurrence and aggregate,

Railroad Protective Liability Coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

INDEMNIFICATION AND ALLOCATION OF RISK

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

Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Customer or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Customer or its insurer shall not be liable in indemnity or contribution.

MAINTENANCE SERVICES AGREEMENT

for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

NOTICES

Notices required or permitted by the Agreement or by law to be given to either Party to this Agreement shall be in writing and shall be deemed delivered when sent by overnight delivery service, by email transmission with the written notice attached (subject to confirmation of receipt), or by U S certified mail return receipt requested, first class postage prepaid, addressed to TKNS or the Customer, as applicable, at the address set forth on page 1 of this Agreement

COUNTERPARTS; ELECTRONIC TRANSMISSION

This Agreement and any Addendums under this Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument This Agreement and each Addendum under this Agreement shall be accepted, effective and binding for all purposes, when the Parties have signed and transmitted to each other, by e-mail or otherwise, copies of the signature pages hereto

SEVERABILITY

If a provision of this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provisions were omitted

WAIVER

TKNS's failure to exercise a right or remedy or TKNS's acceptance of a partial or delinquent payment shall not operate as a waiver of any of TKNS's rights or the Customer's obligations under this Agreement and shall not constitute a waiver of TKNS's right to declare an immediate or subsequent default

The Customer's failure to exercise a right or remedy shall not operate as a waiver of any of the Customer's rights or TKNS's obligations under this Agreement and shall not constitute a waiver of the Customer's right to declare an immediate or subsequent default

RIGHTS AND REMEDIES

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law No action or failure to act by the Customer or TKNS shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing

DISPUTES

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

ASSIGNMENT

Neither the Agreement nor any rights or benefits hereunder are assignable by either Party without prior written consent of the other Party, which shall not be unreasonably withheld Any such prohibited assignment shall be null and void

FORCE MAJEURE DELAY

If the Services shall be delayed by any of the following, each a "Force Majeure Delay" (i) the combined action of workmen (either those employed on the work or in any industry essential to the conduct of the work) in no way caused by or resulting from default or collusion on the part of TKNS, (ii) by strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, third party permitting authorities, unusually severe and adverse weather conditions not reasonably anticipatable, or (iii) by any other causes which TKNS could not reasonably control or circumvent and if such Force Majeure Delay affects the completion of any portion of the Services by the applicable date, then the completion time shall be adjusted as necessary to compensate for such Force Majeure Delay But in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed upon by TKNS

MAINTENANCE SERVICES AGREEMENT

RECORDS RETENTION

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

MISCELLANEOUS PROVISIONS

Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the Services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all Services and any and all materials and/or products provided by TKNS, under this Agreement shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

Conflict of Interest TKNS warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the Services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. TKNS warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to TKNS. Upon receipt of such notification, a Customer review and written approval is required for the Customer to continue to perform work under this Agreement.

This Agreement may only be amended by written instrument signed by both Customer and TKNS.

IN WITNESS WHEREOF, the Parties have, by authority duly given, and intending to be legally bound, have executed this Agreement as of the date first above written.

MAINTENANCE SERVICES AGREEMENT

ATTACHMENT A TKNS Emergency Call List

LOCATING

Name	Title	Cell
One Call	Emergency Response Line	(616) 891-3200
Chad Winkler	Locating Services Superintendent	(616)295-6455
Tracey Gerdeman	Vice President of Operations	(616) 813-8583

FIBER OUTAGE

Name	Title	Cell
One Call	Emergency Response Line	(855) 840-8567
Keith Schierbeek	Construction Services Superintendent	(616) 438-3138
Duane Ahrens	Construction Superintendent	(616) 438-5676
Joe Pye	Manager OSP Construction	(616) 250-3397
Henry Graffenius	VP OSP Construction	(269) 208-1309

MAINTENANCE SERVICES AGREEMENT

**ATTACHMENT B
TKNS BILLABLE RATES**

TO BE INSERTED

**City of Franklin
Outside Plant Fiber Maintenance**

**City of Franklin
Attention: James Matelski
Director of Information Technology
9229 W Loomis Road
Franklin, WI 53132**



**7020 Southbelt Drive S.E.
Caledonia, MI 49316
(616) 455-9840**

Bid Due: Wednesday, November 22, 2023



Contact Information:

Fiber Optic Management, LLC d/b/a
TurnKey Network Solutions
7020 Southbelt Dr S E , Caledonia, MI 49316
Phone (616) 455-9840 / Fax (616) 554-2124
SPIN# 143026352

Skills Profile:

TurnKey Network Solutions is a privately held telecommunications contractor specializing in the engineering, installation, and maintenance of local and long haul telecommunications networks, facilities, and equipment. TurnKey Network Solutions was established in 2000. Our "TurnKey" approach to build-out and maintenance differentiates us from our competitors and provides our clientele with a single source for their infrastructure needs. TurnKey employees, not subcontractors, provide the majority of the various services we offer, giving us control over quality, cost, and schedule. Corporate headquarters is based in Grand Rapids, MI with satellite operations in Fort Wayne, IN, and Chicago, IL.

OSP services include, but are not limited to the following:

Engineering Services - providing experienced professionals for outside plant feasibility, design, drafting, permitting, coordination with authorities having jurisdiction, pole loading engineering, and as-built documentation

Underground/Buried Services – directional boring, jack and bore placement, conduit proofing/rodding/repair, cable placement/blowing, waterway crossings, bridge attachments, trenching, plowing, rock work, manhole/vault/cabinet installation, manhole rehabilitation/restoration, pipe fusing, vacuum excavation, and completion restoration

Aerial Services – aerial utility construction and placement (fiber, copper, coax, etc), wreck-out and removal, pole installation, pole transfers, emergency restoral, and over-lash and network growth projects

Fiber Optic Splicing/Testing Services - fiber optic fusion splicing and termination services, complete fiber optic testing and DWDM characterization including OTDR testing at several wavelengths/power meter testing/optical return loss (ORL)/chromatic mode dispersion (CMD)/polarization mode dispersion (PMD), network documentation maintenance and fiber assignment engineering, maintenance services - "hot cuts" and emergency restoral

Network Maintenance Services - crews are available 24/7/365 to respond to any situation which may impact the network, engineering services/road projects/power company coordination, etc , scheduled maintenance services, scheduled construction and splicing activities



Cable Locating Services - full document maintenance and posting of new routes into the State system, electronic receipt and screening of locate requests, state of the art dispatch system, field marking and flagging of locate requests, route stand-by, 24/7 fielding and response to emergency locate requests, and electronic record keeping and month-end reporting

ISP services include, but are not limited to the following:

Central Office - engineering, installation and turn-up of carrier and service provider equipment, racking and cabling, warehousing and staging in our Grand Rapids location, rack and stack of equipment, a completely managed inventory and deployment program, TurnKey is one of 60 approved AT&T Tier I Vendors nationwide

Professional Services - assist in the design, implementation and optimization of the wired and wireless Telecommunications Network Our team is extensively trained on a wide array of industry equipment and technologies The Telecom and ISP backgrounds of our Professional Service Team includes Engineering, Provisioning, Test and Turn Up, Operations, Maintenance and Troubleshooting All of this is reinforced by a strong collaboration with other engineering and support teams within Turnkey Network Solutions

Structured Cabling – design, and installation of copper and fiber optic cabling within data centers, offices, schools, manufacturing and housing buildings for voice and data services Designs to build the cabling in various topologies in order to meet the needs of the customer today and in the future Tested and certified to the latest TIA/EIA standards



Executive Summary:

Warren Henderson - Chief Operating Officer

Warren brings a unique and valuable perspective to the management, operations and growth potential at TurnKey. He has 20 years of experience in the project/construction management of golf course, resort, residential and commercial real estate developments ranging from 3 million to over 25 million dollars in value in 15 different countries on 5 continents. Warren's experience in dealing with the complexities of coordinating various consultants, direct hire and subcontracting labor and equipment providers along with securing and staging materials provides TurnKey with the leadership it will require to achieve efficiencies aimed at growing the company. Warren's current responsibilities include all aspects of the daily operations and future growth planning for the company.

Tracey Gerdeman – Vice President of Operations

Tracey has over 25 years of experience in the telecommunications industry with expertise in network planning, traffic management and capacity planning, network translations, technical support, network operations surveillance and voice and data repair. She has managed a repair call center with over 80 employees for a major CLEC in the Midwest. She is a Grand Valley State University graduate where she earned her B.A. Tracey's current responsibilities are ensuring process and policies of the entire Operations Department as well as Operational and Information Technologies management.

Tom Glass – Vice President of Engineering and Business Development

Tom has amassed over 25 years of experience in planning, engineering and permitting fiber optic networks across the Midwest (IL, IN, MI, WI, OH). Tom's responsibilities include management of our constantly growing engineering department. His group is responsible for route design, permitting, splice assignments, and network documentation. His extensive knowledge of local governing agencies and permitting requirements has been realized by our customers through cost and time savings.

Rob Fisher – Outside Plant Engineering Supervisor

Rob joined TurnKey as an Underground Construction Foreman in 2003 after owning his own company and working in the industry for 11 years. Rob's attention to detail, safety and customer satisfaction led him to advance to his current position as the OSP Engineering Supervisor. Rob is responsible for leading the team of engineers, CAD techs and permitting agents in the development and delivery of outside plant fiber network projects that are effective and efficient for our customers and TurnKey.

Len Coyne – Outside Plant Engineer

Len's background in cable TV, microwave and fiber operations and project management has led him to become a valued member of the TurnKey team. Len joined TurnKey in 2012 as a Fiber Optic Splicing Technician. His experience in troubleshooting, thoroughness, and attentiveness to our customer along with his background made it obvious to promote him to the Outside Plant



Engineer Len is responsible for assigned projects from the feasibility study and route selection through construction and final documentation

Sai Teja Koneru – Outside Plant Engineer

Sai recently joined TurnKey as an Outside Plant Engineer. He has a Bachelor of Technology in Civil Engineering and a Masters in Civil and Construction Engineering. Sai is responsible to identify and evaluate proposed aerial and underground fiber routes to facilitate the efficient bidding and construction of work for our customers.

Erica Bennett – Project Permit Engineer/Project Manager

Erica has 16 years of developing relationships with permitting agencies and managing the processes required to successfully permit and construct fiber networks within multiple states in the Midwest. Erica joined TurnKey in 2007 as a permit agent and based on her attention to detail and commitment to assuring success for our customers, she has moved upward into her current position responsibilities for permitting, coordinating with construction and customer relations. Erica has been instrumental in developing and implementing TurnKey's permitting program with a focus on efficiency. Erica has brought her skills to the project management department and continues to support customers with her attention to detail.

Henry Graffenius – Vice President of Outside Plant Construction

Since joining TurnKey in 2001 as Manager for Michigan Underground Operations, Henry has become a key contributor to the development of the Underground Services and recruiting functions for the growth of TurnKey. He successfully managed the Underground functions in Michigan for several years and subsequently has been promoted to Vice President of Construction which includes both Aerial and Underground Services spanning across five Midwestern states (IL, IN, WI, MI, OH).

Keith Schierbeek – Project Manager

Keith Schierbeek has worked in telecommunications for 10 years. He started in the industry as a CAD technician creating sets of prints for fiber optic cable builds. For a short time, he was involved in permitting fiber builds. Keith worked with various Townships, Cities, Counties, DOT, and numerous power companies to ensure that we had the correct permits in hand to build our fiber routes correctly. Keith then transitioned into the splicing department. He created the detailed Scopes of Work for our splice crews in the field to complete the network connections for our builds. Keith also created and maintained a database that tracked a network that spanned most of the Midwest. This experience has given him the opportunity to move into the role of Project Manager. His responsibilities include coordinating the project required construction services, developing a project schedule and tracking daily progress, and acting as the point of contact for customer updates and inquiries so that we consistently deliver our customer's projects within budget and on time.



Chris Burge – Project Manager

Over 20 years in telecommunications has allowed Chris to gain a broad understanding of the industry. He started in the industry as a Surveillance Technician. He was responsible for monitoring the IC network of phone switches and data platforms. He then moved into Network Engineering where his primary responsibilities include planning, procuring, deployment and continuous support of network and switching telecommunications infrastructure. Chris' ability to assist other departments has added to his knowledge base with network site surveys and documenting network asbuilts in CAD. This experience has given him the opportunity to move into the role of Project Manager. His responsibilities include coordinating the project required construction services, developing a project schedule and tracking daily progress, and acting as the point of contact for customer updates and inquiries so that we consistently deliver our customer's projects within budget and on time.

Ross Klawiter – Inside Engineering/Project Manager

Ross has worked in telecommunications since 2003. Responsibilities in those years include jobsite management to meet or exceed safety, quality, cost and delivery goals per project. Design review to assure compliance with engineering principles, company standards, customer requirements and related specifications. Consult with lead installers on how best to achieve efficiency and quality goals. Responsible for scheduling, including material management and testing procedures.



TURNKEY Network Solutions

7020 Southbelt Drive SE, Caledonia, MI 49316
Toll Free 877 376 7681 Fax 616 455 9845 www.tkns.net

The Single Source for
All Your Telecommunications
Infrastructure Needs

To: City Of Franklin	Contact: James Matelski
Address: 9229 W Loomis Road Franklin, WI	Phone:
	Fax:
Project Name: Outside Plant Fiber Maintenance	Bid Number: 2023 2732
Project Location: Franklin, WI	Bid Date: 11/22/2023

The Annual Maintenance estimate provided is calculated using a typical year for budgeting purposes only TurnKey will invoice only those costs actually incurred for locating, emergency outages, and scheduled repairs The annual ride out is an annual fee The estimate for the year includes 10 hours of field engineering and 5 hours of permitting time The 50 Man Hour block of time for emergency restoral is an estimate of approximately 2-3 emergency call outs depending on the size and severity of the fiber damage The annual material estimate includes an example of materials used on a 2-3 fiber outages The annual ride out will include time for a technician to ride out the network and inspect for damages A report will be created for any damages for which we recommend repairs. A quote, which is not included in this estimate, will be prepared to perform the repairs found during the ride out The locating has been estimated for the year using historical information based on TurnKey locating for a typical customer with similar sized network

TurnKey is offering this same pricing for up to a 3 year contract

Thank you for the opportunity to quote this project

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Annual Maintenance Estimate				
Field Engineering	10 00	HR	\$97 00	\$970 00
Permitting Labor	5 00	HR	\$75 00	\$375 00
50 Man Hour Block Of Time - Emergency Restoral	50 00	HR	\$192 00	\$9,600 00
Annual Material Estimate	1 00	LS	\$4,277 60	\$4,277 60
Annual Ride Out	1 00	EACH	\$1,000 00	\$1,000 00
Locating - Screened Tickets	300 00	EACH	\$10 00	\$3,000 00
Locating - Field Locate/Field Clear	50 00	EACH	\$75 00	\$3,750 00
Locating Joint Meet/Investigation	1 00	HR	\$85 00	\$85 00
Locating - Emergency Ticket Screening	1 00	EACH	\$30 00	\$30 00
Locating - Emergency Call Out Locate (2 Hour Minimum)	2 00	HR	\$100 00	\$200 00
Total Price for above Annual Maintenance Estimate Items:				\$23,287.60

Maintenance Man Hour Labor Rates

Network Documentation Maintenance	1 00	HR	\$93 00	\$93 00
Splicing Maintenance - Scheduled	1 00	HR	\$125 00	\$125 00
Splicing Maintenance - Short Notice	1 00	HR	\$150 00	\$150 00
Splicing Maintenance - Emergency	1 00	HR	\$192 00	\$192 00
Aerial Maintenance - Scheduled	1 00	HR	\$110 00	\$110 00
Aerial Maintenance Short Notice	1 00	HR	\$143 00	\$143 00
Aerial Maintenance Emergency	1 00	HR	\$182 00	\$182 00
Buried Maintenance Scheduled	1 00	HR	\$120 00	\$120 00
Buried Maintenance - Short Notice	1 00	HR	\$149 00	\$149 00
Buried Maintenance - Emergency	1 00	HR	\$182 00	\$182 00

Notes:

- This quote is estimated time and materials, but the client will only be charged for the work actually completed
- Billing hourly time will commence at the time of notice of dispatch and will end upon the return to the point of origin All call outs are billed per man hour for actual hours
- If the fiber serves multiple customers, TurnKey will not be responsible to split costs between mutiple recipients This will be the responsibility of the client

- Materials used will be invoiced at cost at the time of use plus 15% mark up for actual materials used
- Labor prices are valid for sixty (60) days from the date noted on the quote Beyond sixty (60) days, please call for current pricing
- Material prices are valid for thirty (30) days from the date noted on the quote Beyond thirty (30) days, please call for current pricing
- TurnKey Network Solutions will respond 24/7/365 for fiber emergencies when contacted by the client Upon contract award, TurnKey will provide our toll free contact number which is staffed 24/7/365
- Scheduled maintenance is defined as more than 7 days advance notice before work needs to be scheduled
- Short notice maintenance is defined as less than 7 days advance notice before work needs to be scheduled
- Emergency Call Out maintenance work is defined as a required response within 24 hours of dispatch
- TurnKey uses locating software which provides positive response required by Digger811
- Emergency tickets are sent to our locating software which is set up to email all Emergency locating tickets from 5pm to 7am to our 24/7 call center They contact our techs directly This meets the requirements of Digger811 for 24/7 response
- TurnKey will locate the fiber network based on the map files provided by the customer
- TurnKey will notify the customer of differences between their own provided map and the actual network in the field, if any are identified
- The Customer will be responsible to send any additions or deletions to their network to TurnKey for edits to the Miss Dig map and the TurnKey locate software map
- Locate prices include paint and flags
- TurnKey is offering this contract pricing for up to a 3 year contract
- The information contained in this quotation (the "Proprietary Information"), is proprietary to the business of TKNS Customer agrees to protect as confidential all Proprietary Information provided by TKNS This provision shall survive the termination of any contractual relationship between TKNS and Customer Customer shall protect and treat Proprietary Information as it does its own most confidential proprietary information, and shall not share it with any outside person whatsoever For the avoidance of doubt, the fact and contents of any discussions and the contents and existence of this quotation shall be considered Proprietary Information



References

Company:	Ford Motor Company 1303 Fairlane Circle Allen Park, MI
Contact Name:	Chris Gieske
Contact Information:	(313) 322-5448

Company:	Newaygo County RESA 4747 W 48 th Street Freemont, MI 49412
Contact Name:	Ed Cook
Contact Information:	(231) 924-8875

Company:	Rockford Public Schools 350 N Main Street Rockford, MI 49341
Contact Name:	Robert Stull
Contact Information:	(616) 863-6320

Company:	Ionia Public Schools 250 E Tuttle Rd Ionia, MI 48846
Contact Name:	Tim Blackmer
Contact Information:	616-527-9280



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Michigan Inc 2851 Charlevoix Dr SE Suite 220 Grand Rapids MI 49546	CONTACT NAME Char Blondin PHONE (A/C, No, Ext) (616) 284-3020 FAX (A/C, No) E-MAIL ADDRESS Char.Blondin@bbrown.com
	INSURER(S) AFFORDING COVERAGE INSURER A Citizens Insurance Company of America NAIC # 31534 INSURER B Allmerica Financial Benefit Insurance Company 41840 INSURER C Accident Fund Insurance Company of America 10166 INSURER D INSURER E INSURER F
INSURED Fiber Optic Management LLC DBA Turnkey Network Solutions Inc. 7020 Southbelt Dr SE Caledonia MI 49316	

COVERAGES **CERTIFICATE NUMBER** 24-25 Master **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		L7IH138106	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2 000 000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300 000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person) \$ 10 000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 2 000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 4 000 000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS COMP/OP AGG \$ 4 000 000
	OTHER						\$
B	AUTOMOBILE LIABILITY	Y		AWH138108	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1 000 000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	OTHER						Hired Car Phy Damage \$ 50 000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		U7IH138094	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10 000 000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10 000 000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A	Y	100080556	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1 000 000
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE EA EMPLOYEE \$ 1 000 000
							E.L. DISEASE POLICY LIMIT \$ 1 000 000
A	Railroad 421-2918			L7IH138106	01/01/2024	01/01/2025	Aggregate Occurrence \$4 000 000 \$2 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

City of Franklin is added as additional insured with regards to General Liability Automobile and Umbrella Coverage is primary and non contributing A
Waiver of Subrogation applies in favor of holder for Workers Compensation
City of Franklin is added as additional insured with regards to Contractors Pollution policy

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 9229 W Loomis Rd Franklin WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID. _____

LOC # _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Michigan Inc.		NAMED INSURED Fiber Optic Management LLC	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE** Certificate of Liability Insurance Notes

WC Exclusion - Richard Postma

Travelers Casualty and Surety Company of America CYBER LIABILITY- 106896353 effective 1-1-2024 to 1-1-2025 CYBER \$2 000 000


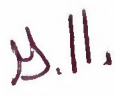
Hanover Ins Co RENTED EQUIPMENT RHIA816955 effective 1-1-2024 to 1 1-2025 LIMIT \$300 000 AND \$1 000 DEDUCTIBLE

Hanover Ins Co INSTALLATION FLOATER- RHIA816955 effective 1-1 2024 to 1-1-2025 \$500 000 TRANSPORTATION

Steadfast Ins Co -PROFESSIONAL E&O- EOC6948105-00 effective 1-1-2024 to 1 1 2025 EACH CLAIM \$5 000 000 AGGREGATE \$5 000 000 INCLUDES POLLUTION LIABILITY Retention \$25 000

Hanover Ins Co BUSINESS PERSONAL PROPERTY- RHIA816955 effective 1-1-2024 to 1-1 2025 LIMIT \$1 957 000 LOCATION 7020 SOUTHBELT DR SE CALEDONIA MI 49316

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/21/2024
REPORTS & RECOMMENDATIONS	Authorize the Installation of CAT6 Cabling at Fire Stations 1, 2, and 3 for Voice over IP (VoIP) Communications – Funded by Account 41-0221-5822	ITEM NUMBER 

Background

Plant cabling has been in a state of disrepair at Fire Station 1 for some time, leading to excessive PC/laptop connectivity issues and excessive troubleshooting. With the planned implementation of Voice over IP phones (VoIP), it is expected that many of the digital phones will use the same plant cabling as the PCs. Failure to replace the cabling at Fire Station 1 will result in continued connectivity issues, as well as poor quality phone conversations on the VoIP telephones.

Motion to Recommend

Plant cabling at Fire Station 1 needs to be replaced in order to follow CAT6 standards, which requires at least 1GB Ethernet connectivity at each termination point. CAT6 is highly recommended over CAT5e, as it has less attenuation and is less susceptible to interference. At Fire Station 1, five phones cannot be deployed because Ethernet cabling does not exist where phones are to be stationed. At Fire Station 2, three phones cannot be deployed because of wiring issues. Fire Station 3 also has three phones that cannot be deployed due to cabling problems. Existing bell wire has to be replaced with CAT6 Ethernet cabling in order to allow VoIP phones to replace existing Avaya phones.

For the 2024 Capital budget selection process, an initial quote was received from Heartland Business Systems to replace all network cabling at Fire Station 1. This Capital budget recommendation was not funded. A second quote was received from Terminal Andrae to install the missing cable runs necessary to deploy all VoIP phones. Also included are paging adapter quotes that will allow overhead paging (through the existing Station Alerting speakers) to be performed over Ring Central.

Fiscal Impact

Original HBS Quote – Replace all Cabling at FD1	\$20,097.88
Minimal Quotes (Current) – Terminal Andrea	
• Install CAT 6 extension runs at FD1	\$ 2,408.00
• Install CAT6 extension runs at FD2	\$ 1,300.00
• Install CAT 6 extension runs at FD3	\$ 652.00
Integral Business Systems -	
• Install and program Algo 8301 Paging Adapter at FD2	\$ 1,313.00
• Install and Program Algo 8301 Paging Adapter at FD3	\$ 1,313.00
Total Minimal Fire Station Cabling for VoIP	\$ 6,986.00

COUNCIL ACTION REQUESTED

Motion to authorize the installation of CAT6 cabling at Fire Stations 1, 2, and 3 for VoIP communications at a minimum amount of \$6,986, funded by Account 41-0221-5822.

**2024 - Business Case for
Fire Station 1 Plant Cabling Replacement
June 28,2023
Prepared by: James Matelski**

0.0 Executive Summary

Plant cabling has been in a state of disrepair at Fire Station 1 for some time, leading to excessive PC/laptop connectivity issues and excessive troubleshooting. With the planned implementation of Voice over IP phones (VoIP) it is expected that many of the digital phones will use the same plant cabling as the PCs. An analysis of cabling at each location indicates that only FD1 is a major concern. Failure to replace the cabling at the fire station will result in continued connectivity issues, as well as poor quality phone conversations on the VoIP telephones.

1.0 Introduction/ Background

Definition – “plant cabling” is considered all twisted pair wiring that is used for network device connections. The cabling runs throughout the entire facility and terminates at patch panels located within wiring closets. The term “plant cabling” is all a throwback term, and represents all cabling through runs through the entire span of a factory or plant.

The cabling at fire station one is old, quite old, and spans the entire lifetime of the building. There currently is a mixture of cabling being used, instead of having all cabling standardized to a given type. Many of the outlets have cabling coming off the walls, being looped incorrectly near equipment, or being terminated with grades of jacks that are lower grade than the specifications of the cable. In 2023 the problem was so severe in the Fire Chief’s office, four new cable runs were installed just to be able to get reliable networking. Prior to the migration to any IP based phone or cloud service, it is strongly recommended that the plant cabling be replaced at FD1.

2.0 Business Objective

Many of the cable runs are able to be installed without the need to run cables over vaulted ceiling or within restricted passageways. The primary goal of the project is to install wiring that meets existing cable standards:

- All cable installed will be category 6a and certified to run at 1,000Mbps. Some existing wiring at the site is certified only to run at 100Mbps.
- All jacks and patch panels will be installed with equipment certified to Cat 6a grade.

- All patch panels will be clearly labeled with the associated jack number for the termination.
- All station jacks will be clearly labeled using strong adhesive labeling tape.
- All cable runs and jacks for cubicles will run either through the center raceways (if available) and terminate inside of the cubical wall. If the cubical lacks a center raceway the cabling will be installed in the lower electrical raceway and terminate to a surface mounted jack.
- All terminations will be tested with a cable analyzer, indicating current interference and attenuation levels along with an analysis of the pairs.
- All cabling installed in the ceiling areas will be plenum grade.

3.0 Current Situation and Problem/Opportunity Statement

As old single pair Bell-Wire cabling is retired, it is extremely important that all plant cabling be at least category 6 grade throughout the entire office. Doing the job once and doing it correctly is of the greatest importance, as poor cabling can lead to many networking issues and waste countless hours of time trying to locate the source of the network problem. More and more equipment is being provisioned as IP based devices (IoT), and it is expected in the future that even mundane devices will have some form of IP connectivity need. All cabling should be expected to be 100% reliable and installed with the greatest attention and care.

4.0 Critical Assumption and Constraints

NA

5.0 Analysis of Option and Recommendation

NA.

6.0 Preliminary Project Requirements

A site survey was performed for all existing cabling runs and the location of where cable paths will traverse. New cabling will be pulled through the existing cable paths and terminated to a new patch panel within the FD1 IDF. Once the cable has been installed and terminated, it will be tested with a cable analyzer for line faults and performance levels. All cabling must meet CAT6a standards.

7.0 Budget Estimate and Financial Analysis

Cabling and Hardware = \$5,787.88

Installation Services = \$14,310

Total Cost of Unanticipated Emergency Hardware & Software = \$20,977.88

8.0 Schedule Estimate

Product availability and cable installer schedule availability will determine the start date of the project. It is estimated that all cable runs can be performed within 1-2 business days.

9.0 Potential Risks

Station Alerting cabling should be separate, but it is possible that there are interconnection points that may cause system outage. All speaker wiring to this system runs on standard speaker wire.

10.0 Exhibits

HBS Quote: 310321v1



Monday, February 05, 2024

City of Franklin
 8901 W Drexel Ave
 Franklin, WI

Subject Fire Station 1, 2 and 3 VOIP Network Cabling

Dear Mr Manke,

Thank you for the opportunity to quote the Network Cabling for the recent VOIP upgrade at the Franklin Fire Stations located in Franklin, WI Our proposal includes all material, labor, and the following qualifications

- All labor hours are based on regular time Monday-Friday 7 00 a m 3 30 p m No overtime is included

Scope of Work-Station 1

- Furnish and install (1) Category 6 cable to the following locations for phone installs
 - (2) Battalion Chief office, (1) OIC Room, (1) Senior Fire Officer Room, (1) Snoring Room (2) Truck Bay
- Furnish and install (14) Modular Category 6 8P8C termination modules
- Furnish and install all modular faceplates as needed
- Furnish and install all LV cut in rings needed
- Furnish and install (2) ½" EMT raceways for locations in the truck bay on concrete walls

Terminal Andrae Price		\$2,408 00
TWO THOUSAND FOUR HUNDRED EIGHT Dollars and 00/100		

Scope of Work-Station 2

- Furnish and install (3) Category 6 cable to the following locations for phone installs
 - (2) Front Office (1) Truck Bay
- Furnish and install (6) Modular Category 6 8P8C termination modules
- Furnish and install all LV cut in rings needed
- Furnish and install all modular faceplates as needed
- Furnish and install (1) 12 Port wall mounted patch panel to re use existing Category 5E cables for phone locations
 - These cables will be tested and terminated for VOIP cabling
- Furnish and install (4) Category 6 7' patch cables

Terminal-Andrae Price		\$1,300 00
ONE THOUSAND THREE HUNDRED Dollars and 00/100		

Scope of Work-Station 3

- Furnish and install (3) Category 6 cable to the following locations for phone installs
 - (1) Dorm Hallway (1) Truck Bay (1) Day Room
- Furnish and install (6) Modular Category 6 8P8C termination modules
- Furnish and install all LV cut in rings needed
- Furnish and install all modular faceplates as needed

TA **TERMINAL-ANDRAE**

ELECTRICAL TECHNOLOGIES CONTRACTOR

Nation's First Electrical Contractor Innovating Since 1882

Terminal-Andrae Price		\$652.00
	SIX HUNDRED FIFTY TWO Dollars and 00/100	

Included

- ANSI/EIA/TIA metallic cabling hangers as required
- ANSI/EIA/TIA standards cabling testing on all cabling installed
- ANSI/EIA/TIA standards compliant labeling all new cabling installed
- Applicable firestopping and wall sleeving

Excluded

- 120V Power
- Active network equipment setup or configuration

Sales tax not included

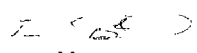
Should there be any questions, please do not hesitate to contact me at 414-935 5420



Please sign and return duplicate copy
 Accepted for purchaser date ____/____/____

By _____

Firm _____

Respectfully Submitted,
 Terminal Andrae, Inc
 Terminal Andrae Technologies Division
 Tim Baird

 Division Manager

Q2024



Integral Building Systems

info@ibsystemsinc.com
www.ibsystemsinc.com

PAGING ADAPTER/INTEGRATION PROPOSAL

Franklin Fire Department

PREPARED BY:

MARK CONSIDINE

Strategic Alliance
INTEGRAL BUILDING SYSTEMS



717 Ford Road
Madison, WI 53713

Phone: 608.467.9133
Fax: 608.237.2050

Email: mark@ibsystemsinc.com

Proposal Issued:
January 29, 2024



PROPOSAL

Date: 1/29/2024
Proposal # 4076
Proposal expires 30 days
from date issued

FRANKLIN FIRE DEPARTMENT
C/O: JAMES MAYER



PAGING ADAPTER - MATERIALS AND LABOR TO INSTALL:
8901 W Drexel Avenue Franklin, WI, 53132

This proposal includes all labor, programming, installation and training for the following:

- (1) Algo 8301 IP Paging Adapter
IBS Programming/Integration/Testing

Assumptions/Scope:

Customer to provide PoE Network Port/Address on local switch
Customer to coordinate with Cornerstone on RingCentral Integration
IBS to program/setup/test with USDD Alerting System

Includes hardware & all other materials for a complete installation

Does not include cable, cable tray, conduit, raceway, back boxes, penetrations, firestop, sleeves, racks, servers, PoE switches, demolition, or any other materials not specifically listed above

Networking issues that impact our installation may result in additional cost

Integral Building Systems, Inc. is:
WBE certified by the City of Madison thru 6/30/2024;
WBE certified by Dane County thru 6/30/2026.

SUBTOTAL \$ 1,313.00

TOTAL \$ 1,313.00

ACCEPTANCE OF PROPOSAL

For City of Franklin

For Integral Building Systems, Inc

Signature

Signature

Title

Title

Date

Date

Integral Building Systems, Inc. STANDARD TERMS AND CONDITIONS

Integral Building Systems Inc ("Seller") accepts your order on the express condition that you ("Buyer") agree to the terms and conditions below (the

1. **Prices** Unless otherwise agreed in writing, all prices and charges specified herein are based on U.S. dollars, FOB origin and are effective for thirty (30) days from the date of any quotation. Transportation shall be by common carrier at Buyer's risk and expense with the transportation insurance and related charges added to the quoted price. Should Buyer postpone the delivery date, Seller shall have the right to adjust the price of the undelivered goods to Seller's price at the time of shipment.
2. **Title** Title to products does not pass to Buyer until Buyer has paid all amounts owed under this Contract. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the products.
3. **Taxes** Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state and local use, excise, sales, privilege, property or any other similar taxes, and Buyer shall pay all such taxes in full. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate in a form acceptable to the taxing authority.
4. **Payment** Unless otherwise agreed by Seller's Credit Department in writing, payment terms are net thirty (30) days from date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance which is not paid when due. If Seller takes legal action to obtain payment or otherwise enforce this Contract, Buyer shall be liable for Seller's reasonable attorney fees plus other costs of such action. Unless otherwise agreed to by Seller in writing, Buyer will pay a Fifty Percent (50%) progress payment to Seller within five (5) business days after Buyer's acceptance of this Contract.
5. **Delivery, Risk of Loss, Shipment and Storage**
 - a) Delivery and performance dates specified herein or otherwise communicated to Buyer are approximate only and are based on conditions at the time Seller accepts Buyer's purchase order.
 - b) Delivery shall be complete upon transfer of possession to common carrier, FOB origin, as the case may be, whereupon all risk of loss, damage or destruction of the goods shall pass to Buyer.
 - c) Buyer will provide Seller a secure on-site storage area for tools and materials unless otherwise agreed upon in writing.
6. **Permits** Buyer shall obtain all licenses and permits when required to perform the agreed upon work. Unless otherwise agreed upon in writing, Buyer will pay for all costs incurred to obtain the required licenses and permits.
7. **Changes and Cancellation** Orders accepted by Seller are not subject to change or cancellation by Buyer after installation work is in progress, except with Seller's prior written consent and upon payment of an appropriate charge to cover the costs and losses incurred by Seller. Unless otherwise agreed upon in writing, such charge shall not be less than fifty percent (50%) of the price of the goods and services subject to the change or cancellation.
8. **Warranty**
 - a) Seller warrants for a period of one (1) year (unless otherwise agreed upon in writing) that the installation of all products by Seller ("Warranty Period") will be free from material defects in workmanship under normal use and service. Buyer shall notify Seller in writing during the Warranty Period for any warranty claims.
 - b) No warranty extended by Seller shall apply to
 - i) any goods which have been modified or altered by persons other than Seller;
 - ii) any goods subjected to any misuse, neglect, improper installation or accidental damage; or
 - iii) any good manufactured or installed by a third party.
9. **Limitation of Liability** Seller's liability shall be limited to the warranty provided in section 8 hereof. **SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR ANY OTHER THEORIES OF LAW, FOR LOSS OF USE, REVENUE, OR PROFIT, OR FOR THE COST OF CAPITAL OR OF SUBSTITUTE USER OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE.**
10. **Force Majeure** Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of government, act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the time for Seller's performance shall be extended a period of time equal to the period of delay.
11. **General**
 - a) Any drawings, data, designs, software programs or other technical information, including pricing and the terms of this Contract, supplied by Seller to Buyer in connection with this Contract shall remain Seller's property and be held in confidence by Buyer. Such information shall not be reproduced or disclosed to any third party without Seller's prior written consent.
 - b) **THIS CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES)**
 - c) Waiver by Seller of any breach of any provision contained herein shall not constitute or be deemed to be a waiver of any other breach or of such provision. No amendment to or modification or alteration of the Contract shall be effective against Seller without Seller's specific written agreement thereto.
 - d) Buyer shall not assign this Contract, any interest in this Contract or rights under this Contract without Seller's prior written consent.
 - e) Disputes arising out of this Contract not otherwise settled by mutual agreement between the parties shall be settled by binding arbitration in Madison, Wisconsin, USA pursuant to the Commercial Arbitration rules of the American Arbitration Association then in effect.
 - f) If any provision of this Contract is held illegal, invalid or unenforceable, that provision will be automatically revised to the minimum extent necessary to be valid and enforceable.

FOR THE OPPORTUNITY



717 Post Road
Madison, WI 53713

info@ibvarengine.com
www.ibvarengine.com

Statement of Work

City of Franklin

FIRE DEPT 1 CABLE REPLACEMENT

SOW Prepared By:

Dayne Drexel

Solution Consultant

Heartland Business Systems, LLC

1700 Stephen St

Little Chute, WI, 54140

Phone 920-841-6708

dadrexel@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Franklin (hereinafter referred to as “Customer Abrv “ or “Customer”)

The objectives of the project are Install new Cat 6 cable and rack Demo old cable

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”)

This project is expected to take four weeks to complete from the project kick-off In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process

In Scope

Installation of new Cat 6 data cabling

- Install 42 new Cat 6 data cable runs (locations of drops listed below on floor plan)
- Installation of J-hooks above ceiling
- Install new Panduit raceway where necessary
- Includes new Slim Cat 6 patch cables for rack and regular Cat6 for user end

Termination and Testing of all new Cat 6 cables

Install new wall-mount rack

Demo existing cables that run to IDF

- Install blank faceplates where cables are demoed

Out of Scope

- After hours work
- Any Conduit or Electrical work
- Any work or material not specifically identified in this document is not included in this Agreement The out-of-scope items shall include the following Deployment of any additional equipment not specifically listed in this SOW or Quote for the project
- Power to be moved/provided by electrical contractor for MDF
- Any Wireless Access Points, Cameras, or other devices not included in this quote for installation
- Lift not included in proposal



Why Heartland?

Heartland Business Systems provides expert and comprehensive structured data and fiber optic cabling along with network installation services for data, voice, audio and video systems in a variety of different environments using the TIA/EIA-568 standards.

With a team of trained and Bicsi certified engineers and technicians, Heartland will build your system from the ground up or upgrade your current configuration depending on your needs. From racks and cabinets to wireless installations to voice and data systems, our experience will configure a system that best fits your needs.

**Our Cat 6/5E cabling includes a 20 year parts and labor warranty.
<http://www.commscope.com/docs/a-warranty-you-can-trust.pdf>**



Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

Provide regular hours to swap out rack

Provide IT personnel during cut-over

Customer will identify any cables that need to be saved before demo starts (Fire phone line, fax lines, etc)

Working Conditions and Access

The items listed below shall apply to the extent applicable.

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project



- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables
- Customer and HBS agree that work shall progress when Customer staff is not available to participate

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project

Any change to the Deliverables listed below will require a Change Order

#	Deliverables
1	Installation and Certification of Cat 6 cable runs
2	Install new rack
3	Demo existing data cable running to MDF



Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Franklin.

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Franklin agrees to compensate HBS for providing the Deliverables as stated in the attached Quote.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.



Confidentiality Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Fire Department 1 Cable Replacement, City of Franklin

Quote #310321 v1

Prepared For
Franklin, City of
 James Matelski
 9229 W Loomis Road
 Franklin, WI 53132

Prepared By
SWI
 Greg Borchard
 N28 W23050 Roundy Drive Suite 200
 Pewaukee, WI 53072

Date Issued
06.26.2023
 Expires
07.24.2023

P: (414) 427-7645
 E: JMatelski@franklinwi.gov

P: 262-650-6500 ext 1222
 E: gborchard@hbs.net

Cabling Hardware		Price	Qty	Ext. Price
CS34P BLU C6 4/23 U/UTP CPK 1KFT	Cable - Plenum - CAT6 - Blue - 1000ft.	\$352.38	7	\$2,466.66
CPP-UDDM-M- 2U-48	Patch Panel - Modular - 48 Port - SL Series	\$126.12	1	\$126.12
UNJ600-BL	Cat 6 Jack (Blue)	\$8.78	84	\$737.52
M10L-262	1 Port Face Plate - White	\$2.19	6	\$13.14
M12L-262	2 Port Face Plate - White	\$2.19	9	\$19.71
M14L-262	4 Port Face Plate - White	\$2.19	4	\$8.76
SMB-1P-262	1 Port Surface Mount Box - White	\$3.81	2	\$7.62
SMB-2P-262	2 Port Surface Mount Box - White	\$4.29	1	\$4.29
M10LWSP	1-port Single Gang Stainless Steel Non-standard Telephone Faceplate	\$19.62	3	\$58.86
576-RD10-001	Patch Cable - *SLIM* CAT 6 Blue -1ft	\$1.73	45	\$77.85
566-110-005	Patch Cable - CAT6 - Blue - 5ft. - Quiktron	\$2.48	15	\$37.20
566-110-007	Patch Cable - CAT6 - Blue - ft. - Quiktron	\$2.93	18	\$52.74
566-110-015	Patch Cable - CAT6 - Blue - 15ft. - Quiktron	\$5.12	2	\$10.24
566-110-025	Patch Cable - CAT6 - Blue - 25ft. - Quiktron	\$7.22	2	\$14.44
12820-701	Rack Accessories - 15A Power Strip, NEMA 5-15P	\$163.24	1	\$163.24
40974-719	Rack Accessories - Rack-Mount Shelf, 1U x 19"W x 10"D	\$106.57	1	\$106.57
86014	1-Gang No Device Blank Wallplate, Standard Size, Thermoset, Box Mount - Ivory	\$0.45	4	\$1.80
11790-725	Rack - Wall-Mount Swing Gate - 29"H x 22"W x 25"D, Black	\$547.03	1	\$547.03
BCH32	Cable Path - J-Hook - 2"	\$7.80	100	\$780.00
600	Cable Path / Mounting Hardware - Beam Clamp - 50 Count	\$75.10	1	\$75.10
HLS-15R0	VELCRO 15FT	\$33.97	1	\$33.97
SSP100	FIRE CAULK	\$38.38	1	\$38.38
LV1	Cut in Ring	\$1.97	2	\$3.94

Cabling Hardware		Price	Qty	Ext. Price
LD10WH6-A	SURFACE RACEWAY 6FT 16 WIRE	\$26 10	2	\$52 20
CFX10WH-X	COUPLER FITTING 16 WIRE 10 PACK	\$29 66	1	\$29 66
DCF10WH-X	DROP CEILING/ENTRANCE 16 WIRE INDIVIDUAL	\$2 68	1	\$2 68
JBP1DWH	SINGLE GANG BACK BOX (deep)	\$18 16	1	\$18 16
HBS-MISC-CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.	\$300 00	1	\$300 00
Subtotal				\$5,787.88

Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	Fixed Fee Project	\$14,310 00	1	\$14,310 00
Subtotal				\$14,310.00

Quote Summary	Amount
Cabling Hardware	\$5 787 88
Services	\$14 310 00
Total	\$20,097.88

This quote may not include applicable sales tax, shipping handling and/or delivery charges. Final applicable sales tax, shipping handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only and do not include delivery setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25 00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your E-Signature, you acknowledge that your electronic signature is the legal equivalent of your manual signature and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2020 v1 0 or later or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT 2023.v1 0'

Acceptance

SWI

Franklin, City of

Greg Borchard

Signature / Name

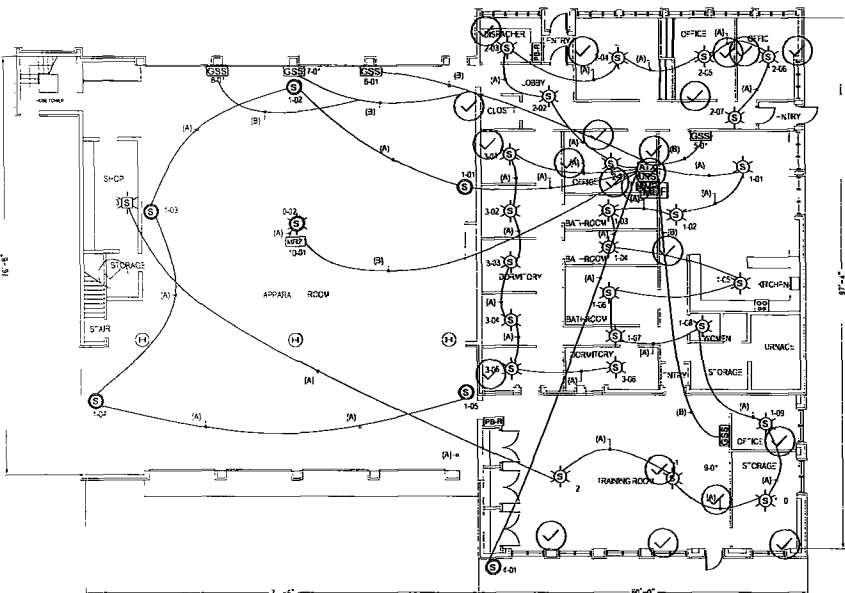
06/26/2023

Date

Signature / Name

Initials

Date



△ PLAN VIEW-FIRE STATION I FIRE ALERTING SYSTEM LAYOUT
 SCALE: 1/4" = 1'-0"

SYMBOL	WIRE SYMBOL	DESCRIPTION
(A)	12-2	12-2 AWG TYPICAL
(B)	12-2	12-2 AWG TYPICAL


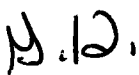
LEGEND	
SYMBOL	DESCRIPTION
(A)	12-2 AWG TYPICAL
(B)	12-2 AWG TYPICAL
(C)	12-2 AWG TYPICAL
(D)	12-2 AWG TYPICAL
(E)	12-2 AWG TYPICAL
(F)	12-2 AWG TYPICAL
(G)	12-2 AWG TYPICAL
(H)	12-2 AWG TYPICAL
(I)	12-2 AWG TYPICAL
(J)	12-2 AWG TYPICAL
(K)	12-2 AWG TYPICAL
(L)	12-2 AWG TYPICAL
(M)	12-2 AWG TYPICAL
(N)	12-2 AWG TYPICAL
(O)	12-2 AWG TYPICAL
(P)	12-2 AWG TYPICAL
(Q)	12-2 AWG TYPICAL
(R)	12-2 AWG TYPICAL
(S)	12-2 AWG TYPICAL
(T)	12-2 AWG TYPICAL
(U)	12-2 AWG TYPICAL
(V)	12-2 AWG TYPICAL
(W)	12-2 AWG TYPICAL
(X)	12-2 AWG TYPICAL
(Y)	12-2 AWG TYPICAL
(Z)	12-2 AWG TYPICAL

REVISION	DATE	DESCRIPTION
1	6/12/20	REVISED PER SITE SURVEY
2		
3		
4		
5		



DATE: 6/12/20
 PROJECT: BUILDING FIRE ALERTING SYSTEM FOR THE
 PROJECT: STATIONS 2 AND 3
 ADDRESS: 18000 S. 12TH ST., FRANKLIN, WI 53126
 DRAWN BY: JASON L. FLEISHER
 CHECKED BY: SHARON K. MARZOK, PE
 SCALE: AS SHOWN
 DATE: 6/25/20
 JOB NO.: 19250
 SHEET NUMBER: FAS-2 OF 8

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$12,066.00 OF CONTINGENCY APPROPRIATIONS TO ASSESSOR SUBSCRIPTION APPROPRIATIONS AND FOR THE CAPITAL OUTLAY FUND TO PROVIDE ADDITIONAL \$62,299 APPROPRIATIONS FOR A ONE-TIME ASSESSOR SOFTWARE SERVICE FEE	ITEM NUMBER 

Background

On November 28, 2023, the Common Council adopted Ordinance No. 2023-2569, approving the 2024 Annual Budget. At the time of adoption, the City of Franklin did not possess a signed 2024 assessor contract.

Forward Appraisal requires licensing the Market Drive CAMA assessment management systems software, as this is a product used by over 50% of the municipalities within the State of Wisconsin and is the only platform they are highly experienced with. When the City provided its RFP for assessment services, it was expected the assessor would acquire the software licensing for our municipality as they have for their other municipal accounts. Once they were awarded the contract and contacted the software company for access, they were informed the software is now only being licensed to the municipalities directly since municipalities are the owners of the records. At this stage, we do not have an assessment database and require one for the assessor to complete their work, which can only be completed within Market Drive. The project aims to implement Market Drive on a local server with the existing database on CoF SQL servers, which are controlled, managed and backed up by the Information Services department. This will guarantee that all assessment records are stored on-premise and are the sole property of the City of Franklin.

Market Drive is a product purchased by Catalis and is currently considered nearing end-of-life. However, it is still being fully supported due to the footprint of municipalities within Wisconsin. Catalis does not have another product ready to replace Market Drive (this replacement is estimated to be years in the making). Catalis is the current LandNav property tax and account receivables management system vendor. Previously, this was on GCS and has been moved to LandNav on a private cloud hosted by Milwaukee County. Catalis also maintains the GovTech escrow management system for the County and is part of their “Advanced Government Management” suite. Market Drive is tightly coupled with LandNav because the same vendor supports and develops both products. The last end-of-year export took months of multiple departments' time to upload into LandNav from the Prolorem system. Expending end-of-year assessment data into LandNav for property tax billing and reporting is anticipated to be a seamless process.

To onboard the data for the new Market Drive CAMA assessment management system, the vendor includes data conversion and ETL (extract, transform, and load) services into an assessment database. This project will require importing data from the historical Universe Pervasive SQL tables. It will also require importing non-relational database extracts provided by Accurate Assessor. Many PRC records in PDF format will also need to be imported. Catalis will perform the ETL and data conversions to guarantee a stable database that the vendor can fully support.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to purchase the necessary software for the City Assessor.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$125,000. This would leave \$112,934 in unused funds for the 2024 Annual Budget.

The GL Numbers associated with this amendment are:

General Fund

01-0199-5499	Unrestricted Contingency	Decrease	\$12,066.00
01-0154-5422	Subscriptions	Increase	\$12,066.00

Capital Outlay Fund

41-0154-5843	Software	Increase	\$62,299.00
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COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the General Fund to Transfer \$12,066 of Contingency Appropriations to Assessor Subscription Appropriations and for the Capital Outlay Fund to Provide Additional \$62,299 Appropriations for a One-Time Assessor Software Service Fee.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$12,066 OF CONTINGENCY APPROPRIATIONS TO ASSESSOR SUBSCRIPTION APPROPRIATIONS AND FOR THE CAPITAL OUTLAY FUND TO PROVIDE ADDITIONAL \$62,299 APPROPRIATIONS FOR A ONE-TIME ASSESSOR SOFTWARE SERVICE FEE

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate assessor software funds as typically the City Assessor provides their own software; and

WHEREAS, a budget amendment is needed to support a \$12,066 appropriation in the General Fund for subscription fees; and

WHEREAS, a budget amendment is needed to support a \$62,299 appropriation in the Capital Outlay Fund for a one-time service fee; and

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

Section 1 That the 2024 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Unrestricted Contingency	Decrease	\$12,066.00
0154	City Assessor	Subscriptions	Increase	\$12,066.00

Section 2 That the 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

0154	City Assessor	Software	Increase	\$62,299.00
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Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

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

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



ORDER FORM

CUSTOMER INFORMATION

Customer.	City of Franklin, WI	Address	Franklin City Hall
Contact Name	Kelly Hersh		9229 W Loomis Road
Email Address	khersh@franklinwi.gov		Franklin, WI 53132
Phone	(414) 427-7504		
Billing Contact	Same as above	ACH	<input type="checkbox"/>
Billing Email		PO Required	<input type="checkbox"/>
Billing Phone		Tax Exempt	<input checked="" type="checkbox"/>

Catalis Representative Jeff Leone, jeff.Leone@catalisgov.com, (781) 476-2035

SUBSCRIPTION TERM

Subscription Start Date 3/1/2024
Subscription End Date 2/28/2025
Auto-Renewal Yes (Annual)

The Initial Term of the Subscription shall begin on the Subscription start date and shall automatically be renewed annually thereafter

PRICING

1. Fee Summary

Software Subscription Fees for Year 1 Total	\$12,066 36
Professional Services One-time Fees Total	\$62,229 56

Fee details for these totals are in the tables below

2. Software Subscription Fees

	Year 1
Market Drive CAMA	
Market Drive Professional Edition Software, Large Municipal Edition	\$12,066 00
Total Subscription Fees	\$12,066.00

2.1 Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date

2.2 Future Year Software Subscription Fees shall be billed annually in advance



3. One-Time Professional Services Fees

Conversion	
ProLorem Data Conversion (1 Yr) 13,212 Real Estate Parcels	\$28,000 00
Build and configure a database for Market Drive	
	\$3,250 00
Market Drive Professional Services	
Setup & Installation	\$31,048 56
Total One-Time Services Fees	\$62,298.56

3.1 *One-time Professional Services Fees shall be billed upon the completion dates of the listed services above*

4. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

TERMS & CONDITIONS

The Agreement is dated effective and shall be considered binding upon execution ("Effective Date") by and between Customer and Licensor.

The Agreement incorporates by reference the following, in order of precedence:

- This Order Form*
- The Master Software Subscription and Services Agreement*
- The Service Level Agreement and Support Terms*
- Exhibit A Software Description and Scope of Use*
- Exhibit B One-Time Professional Services Scope of Work*

General Notes

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date.
- Any Recurring Fees will increase annually by the greater of six percent (6%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
- Invoices are due thirty (30) days after the date of the invoice.

ACCEPTANCE

By signing below, I represent that I am validly authorized to enter into this Order Form and related Agreement and accept their terms and conditions.

Effective Date:

CITY OF FRAKLIN, WI:

By _____
Name _____
Title _____
Date _____

CATALIS TAX & CAMA, INC.:

By _____
Name _____
Title _____
Date _____

MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Master Software Subscription Services Agreement (the "Agreement") governs Your acquisition of the services described in signed or authenticated order that identifies the services and other terms and conditions by which You will be provided the Services (an "Order Form") between You as the customer and the Catalis entity that is providing the Services (referred to in this Agreement as "Catalis "). Capitalized terms have the definitions set forth in this Agreement. "Customer" or "You" or "Your" is the legal entity that is entering into an agreement with the Catalis entity that is providing the Services described in an Order Form. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different effective date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties ". Any Schedules to this Agreement are those that are part of the Order Form.

1 Definitions

The following definitions shall apply in this Agreement.

1.1 Confidential Information. All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data, Catalis Confidential Information includes the Software and associated services, and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

1.2 Customer Data. All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.

1.3 Customer Materials. All materials supplied by Customer in connection with this Agreement.

1.4 Deliverables. Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables").

1.5 Documentation. The written description of the functions and use of the Software.

1.6 Error. (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification, or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7 Functional Specifications. The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.

1.8 Intellectual Property. All interests of any kind including (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.

1.9 New Product. Any change or addition to Software, Services and/or related documentation that (i) has a value or utility separate from the use of the Software, Services and documentation, (ii) may be priced and offered separately from the Software, Services and documentation, and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.

1 10 Statement of Work The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules

1 11 Software The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis

1 12 Software Acceptance Date The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner

1 13 Taxes All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed

1 14 Test Validation Criteria The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work

1 15 Warranty Period The thirty (30) day period commencing on the installation of the Software

2 Subscription License

2 1 License Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the "Services") As part of the subscription by Customer, Catalis will perform the services described in this Agreement

2 2 Scope of License Limited The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in an Order Form No title or ownership in the Software or documentation is transferred to Customer Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation

2 3 Additional Services Customer may subscribe to additional Services in a subsequent Order Form

2 4 Restrictions Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service, modify, translate, adapt, alter, or create derivative works from the Service, copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service, or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party

2 5 Installation at Customer's Location or Designated Data Center The Services will be hosted at and operated from a third party data center The data center will meet industry standard certifications or processes for data security

3 Fees, Installation Charges, and Taxes

3 1 Subscription Fees The subscription fees for the Services are set forth on the Order Form Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below

3 2 Configuration, Installation and Services Fees Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then

prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

3.3 Taxes. Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.

3.4 Currency. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4 Delivery and Acceptance

4.1 Delivery, Testing and Installation. Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2 Acceptance. Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either (i) accept the Catalis Deliverables in writing, or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5 Payment

5.1 Fees for Initial and Renewal Subscription Services. Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually in advance and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of six percent (6%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982-84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2 Fees for Subsequent Software Subscription. Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.

5.3 Ancillary Charges and Out of Pocket Expenses. All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.

5.4 Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue, provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6 Warranty, Exclusions, and Disclaimer

6.1 Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2 Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without



limitation, temperature, humidity, dust, or static charge EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS"

7 Functional Specifications

Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis

8 Training

Catalis shall provide training in the operation and maintenance of the Services The number of training days is described in the Order Form Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities

9 Restrictions Upon Disclosure of Confidential Information

9.1 Protection Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same

9.2 Limited Disclosure Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request

9.3 Ownership All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance

10 Intellectual Property Indemnity

10.1 Indemnification of Intellectual Property Infringement Claims In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims Customer shall immediately notify Catalis of any such claim The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis) Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use, and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis Catalis shall have

sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same

10 2 Indemnification by Customer Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense

10 3 Remedy In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect, (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis

11 Rights in Software, Data and Materials

11 1 Catalis Ownership As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance

11 2 Customer Ownership As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer

12 Support and Maintenance Services

12 1 Scope and Definitions Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement The following terms shall apply to this section 12

12 1 a Critical Defect An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available

12 1 b Non-Critical Defect A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available

12 1 c Telephone Support The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems It is not a substitute for training of personnel by Customer

12 1 d Basic Maintenance Period The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays ("Holidays") New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day Hours of operation are as set forth in the Order Form

12 2 Covered Maintenance

12 2 a General Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period Maintenance services do not include Customer's costs necessary to access the Services

12 2 b Upgrades Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation

12 2 c Online Support and Telephone Telephone support includes (i) remote diagnostics, (ii) service desk and dispatch, (iii) question and answer consulting, and (iv) non-chargeable user error remedies Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence

12 2 d Exclusions Maintenance services do not include maintenance required by (i) operator error or improper operation or use of the Services by Customer, (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer's employees or third persons, or (iii) training services Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect

12 2 e Billable Call Maintenance Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect Such rates apply to time spent performing maintenance, including travel time The minimum charge for billable call maintenance is one-half of one hour (1/2 hour) Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses, provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis

13 Subscription TERM, Termination AND Expiration

13 1 Term, Renewal The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew

13 2 Termination for Breach In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same

13 3 Termination for Non-payment Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer

13 4 Effect of Termination Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables,

documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5 Customer Data Portability and Deletion. Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14 Excusable Delays

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15 Limitation of Liability

IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

16 Limitation on Damages

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17 Allocation of Risks

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

18 Miscellaneous Provisions

18.1 ARBITRATION. UPON THE DEMAND OF EITHER PARTY (UNLESS PROHIBITED BY APPLICABLE LAW), ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CATALIS' RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

18.2 Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.3 Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.4 Entire Agreement. This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.



18.5 Amendment and Waivers Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.6 Notices Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.

18.7 Choice of Law, Construction of Agreement This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.8 Further Assurances, Cooperation Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.9 Non-Solicitation For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.

18.10 Independent Contractor Status It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

18.11 Publicity Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.

18.12 No Third-Party Beneficiary Rights No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

18.13 Survival The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.

18.14 Fees and Costs In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

18.15 Cooperative Procurement This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

1 DESCRIPTION OF SUPPORT SERVICES

1.1 Support Services

- 1.1.1 During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule
- 1.1.2 Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays
- 1.1.3 Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software

1.2 Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a First call response respecting performance, functionality or operation of the system and Software,
- b Attempt to recreate the reported problem,
- c Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps,
- d Document the steps taken by your First Line Support to troubleshoot the problem,
- e Resolve, when possible, the problems your users have reported

1.3 Remedial Services

1.3.1 Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software	2 business days	Issue may be resolved at Licensor's discretion at a future date

6	All Feature Requests, usage questions, or requests for training Also reported problems that are caused by customer computers, local environments, networks, or third-party software	4 business days	These requests are outside the scope of our support obligations
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1.3.2 Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error

- a Critical Defect Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available
- b Non-Critical Defect Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available
- c Documented Error Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification, or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification

1.3.3 Feature Request

Definition Functionality that does not currently exist in the Product These requests are outside the scope of our support obligations Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com)

1.4 Software Updates

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates") All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties Updates will be provided on an as-available basis and include the items listed below

- 1.4.1 Bug fixes,
- 1.4.2 Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements,
- 1.4.3 Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor, and
- 1.4.4 Performance enhancements to Software
- 1.4.5 Updates do not include
 - a Platform extensions including product extensions to (i) different hardware platforms, (ii) different windowing system platforms, (iii) different operating system platforms, and
 - b New functions such as (i) new functionality in the market data delivery infrastructure, (ii) new market data feeds, (iii) new applications, and (iv) new presentation tools

1.5 Services Not Included

Services do not include any of the following (i) custom programming services, (ii) support of any software that is not Software, (iii) training, (iv) out-of-pocket and reasonable expenses, including hardware and related supplies Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order

2 LOCATIONS

The Hosting provider will be specified in the Order Form For US -based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States, Canadian customer hosting locations are based in Canada

3 RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s) The overriding goal in developing SLRs is to support

the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs

In the event of failure to meet an SLR, Licensor shall (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual

EXHIBIT A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This Exhibit provides a description of the Software Services being offered

Catalis Market Drive Quote

Prepared by.

Catalis Market Drive CAMA
 Catalis Tax & CAMA Accounts Receivable
 P O Box 25477
 Tampa, FL 33622

Quote number 11046
 Quote date 1/22/2024
 Offer expires 2/21/2024

Prepared for

Franklin, City in Milwaukee County

Summary of Quote	
Total software cost.	\$12,066.36
Total services cost	\$0.00
Sales tax (0.0%)	\$0.00
Total cost	\$12,066.36

Registered client name. City Of Franklin

Commercial Cost Valuations (18)

Database Name	Units	Unit Price	Extended Price
Franklin, City in Milwaukee County (2/1/2025)	418 licensed parcels	\$0.420	\$175.56
Total software cost:			\$175.56

MD Large Municipal Edition Database (18)

Database Name	Units	Unit Price	Extended Price
Franklin, City in Milwaukee County (2/1/2025)	13,212 licensed parcels	\$0.900	\$11,890.80
Total software cost:			\$11,890.80

Services

Item	Description	T&M	Qty	Unit of Measure	Unit Price	Extended Price
Support	Included (with some exceptions)	No	1	per site	\$0.00	\$0.00
Total services:						\$0.00

EXHIBIT B: PROFESSIONAL SERVICES - ONE-TIME SCOPE OF WORK

Data Conversion

Catalis will convert all Real Property data (Approximately 13,212 Parcels) from the current (ProLorem) system to the Market Drive Professional Edition Software System.

Conversion includes (1) year of data of the assessment roll for 2023 from the current CAMA System (ProLorem)

Build and configure a database for the Market Drive Professional Edition Software

This CAMA Building Statement of Work ("SOW") is an Agreement by and between Catalis Tax & CAMA, Inc , a company with its principal place of business at 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005 ("Catalis") and the City of Franklin located in Milwaukee County, Wisconsin ("City") Catalis and the City may be collectively referred to as "Parties" or individually as a "Party"

WHEREAS Catalis is willing to provide, and the Village desires services to build and configure a database for the Market Drive Professional Edition Software, on the terms and subject to the conditions set forth herein For purposes of clarity, a general overview of what is involved in building the database is provided as an addendum

Responsibilities

- The City shall provide current and past final assessment rolls from their LandNav program to be incorporated into the database¹,
- The assessor along with the City administration shall determine the format of the database, i.e Microsoft Access or Microsoft SQL Server, (Microsoft SQL Server being the preferred type)
- Catalis will incorporate the provided data into the database,
- Catalis will test the data to determine suitability after incorporating the data into the database,
- Catalis will provide sample reports such as a completed assessment roll to validate the incorporation,
- The City, along with the City Assessor, shall review the submitted report(s) and immediately notify Catalis of any concerns,
- Upon acceptance by the City Assessor and City Administration, Catalis will continue to incorporate additional data initially received from the City into the database,

- The end of this contract is when
 - The database is created in accordance with the format selected by the City and City Assessor,
 - The database is updated with the assessment information obtained from the LandNav program by the City when produced and transferred to Catalis,
 - Reports generated from within the Market Drive program are reviewed and acknowledged by the City and City Assessor as complete.

Appointments

- Catalis shall designate an employee to fulfill the duties of this contract,
- That employee shall be.
 - James Toth
Senior Technical Support Specialist for Market Drive software

James has 40 years of experience as a Wisconsin certified assessor and over 20 years of experience with the Market Drive program.

Limitations

- The processes outlined in this contract do not include conversion of building(s) or land information from the assessment software of the previous assessor That process will be handled by another contract
- Catalis is relying on the LandNav data to produce credible valuations and will make every effort to ensure that the values are in line with final values for each year
 - A limitation in LandNav software caused by the Wisconsin Department of Revenue and Statutes will limit the accuracy of any Agricultural Use-Value lands to a single tax class whereas the City Assessor will be required to classify Agricultural Use-Value lands on its use as 1st grade tillable, 2nd grade tillable, 3rd grade tillable, Pasture, and Specialty lands.
 - In no case shall the output of the incorporated data be construed as deficient as it pertains to the Agricultural Use-Value lands and their capture in Market Drive
 - It is assumed by Catalis that the City Assessor will review any Agricultural Use-Value lands and assign correct classifications on the 2024 assessment roll

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Costs

- All costs incurred by Catalis (time and materials) for this project shall be billed at the rate of \$325.00 per hour² and the actual cost of any materials or cost associated with gathering data.
- If Catalis needs to obtain any materials or incurs a cost of obtaining data to help build the database, Catalis will disclose the cost to the Village and gain approval of the associated cost before proceeding


Payments

- Payments shall be made to the legal Address shown in a W-9, incorporated with this contract,
- Payments shall be made in the following manner:
 - o \$1,000 upon acceptance of this contract
 - o The balance within 60 days of the completion of this project
 - o Monthly statements will be provided to the Village by email on the last day of the month
 - o Catalis will provide an estimate of time upon acceptance and will not exceed 10 hours without approval from the Village.

Miscellaneous Contract Provisions

This SOW shall be governed by the laws of the State of Wisconsin. This SOW constitutes the complete and entire agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this SOW, executed by a duly authorized officer of Catalis and a duly authorized official of the Village.

If any provision of this SOW shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole SOW, but the whole SOW shall be construed and enforced accordingly.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/21/2024
REPORTS & RECOMMENDATIONS	Authorize the Purchase of Market Drive CAMA Assessment Management System and Data Software Licensing and Conversion Services from Catalis– Account Numbers 01-0154-5422 and 41-0154-5843	ITEM NUMBER D.13.

Background:

Historically the assessment management system that used to record the current valuations of all properties has been outsourced and entirely in the control and maintenance of the assessment services vendor. Tyler Technologies used the Universe assessment management system, which used a localized copy of the Pervasive SQL database. The data was contained on the local CH-PERVASIVE server and was maintained and archived by the Tyler assessors. Accurate Appraisal uses the Prolorem assessment management system, which exists entirely within the Microsoft Azure cloud. All assessment data was stored offsite within the cloud, which proved highly problematic when the services contract was terminated and data needed to be downloaded for preservation and archive. An asset management system does not exist for the City of Franklin.

Recommendation:

Forward Appraisal requires licensing the Market Drive CAMA assessment management systems software, as this is a product used by over 50% of the municipalities within the State of Wisconsin and is the only platform they are highly experienced with. When the City provided its RFP for assessment services, it was expected the assessor would acquire the software licensing for our municipality as they have for their other municipal accounts. Once they were awarded the contract and contacted the software company for access, they were informed the software is now only being licensed to the municipalities directly since municipalities are the owners of the records. At this stage, we do not have an assessment database and require one for the assessor to complete their work, which can only be completed within Market Drive. The project aims to implement Market Drive on a local server with the existing database on CoF SQL servers, which are controlled, managed and backed up by the Information Services department. This will guarantee that all assessment records are stored on-premise and are the sole property of the City of Franklin.

Market Drive is a product that was purchased by Catalis and is currently a product that is considered nearing end-of-life. However, it is still being fully supported due to the footprint of municipalities within Wisconsin. Catalis does not have another product ready to replace Market Drive (this replacement is estimated to be years in the making). Catalis is the current LandNav property tax and account receivables management system vendor. Previously, this was on GCS and has been moved to LandNav on a private cloud hosted by Milwaukee County. Catalis also maintains the GovTech escrow management system for the County and is part of their “Advanced Government Management “suite. Market Drive is tightly coupled with LandNav because the same vendor supports and develops both products. The last end-of-year export took months of multiple departments' time to upload into LandNav from the Prolorem system. Expending end-of-year assessment data into LandNav for property tax billing and reporting is anticipated to be a seamless process.

To onboard the data for the new Market Drive CAMA assessment management system, the vendor is including data conversion and ETL (extract, transform, and load) services into an assessment database. This project will require importing data from the historical Universe Pervasive SQL tables. It will also require importing non-relational database extracts provided by Accurate Assessor. Many PRC records in PDF format will also need to

be imported. Catalis will be performing the ETL and data conversions to guarantee a stable database that can be fully supported by the vendor.

Fiscal Impact:

A quotation was received from Catalis for an enterprise data license, which is needed for the estimated number of users and assessment records. It is roughly estimated that data conversion and ETL will take between 4-8 weeks to complete. This is after all software is fully installed on local virtual machines.

Catalis Market Drive Enterprise Software Licensing (Account 01-0154-5422)	\$12,066.00
Catalis Market Drive Data Conversion & ETL Services (Account 41-0154-5843)	\$62,298.56

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of Market Drive CAMA Assessment Management System and Data Software Licensing and Conversion Services from Catalis– Account numbers 01-0154-5422 and 41-0154-5843.

IT-JM



ORDER FORM

CUSTOMER INFORMATION

Customer	City of Franklin, WI	Address	Franklin City Hall
Contact Name	Kelly Hersh		9229 W. Loomis Road
Email Address	khersh@franklinwi.gov		Franklin, WI 53132
Phone:	(414) 427-7504		

Billing Contact	Same as above	ACH.	<input type="checkbox"/>
Billing Email		PO Required.	<input type="checkbox"/>
Billing Phone:		Tax Exempt	<input checked="" type="checkbox"/>

Catalis Representative. Jeff Leone, jeff.Leone@catalisgov.com, (781) 476-2035

SUBSCRIPTION TERM

Subscription Start Date	3/1/2024
Subscription End Date	2/28/2025
Auto-Renewal.	Yes (Annual)

The Initial Term of the Subscription shall begin on the Subscription start date and shall automatically be renewed annually thereafter

PRICING

1. Fee Summary

Software Subscription Fees for Year 1 Total	\$12,066.36
Professional Services One-time Fees Total	\$62,229.56

Fee details for these totals are in the tables below

2. Software Subscription Fees

	Year 1
Market Drive CAMA	
Market Drive Professional Edition Software, Large Municipal Edition	\$12,066 00
Total Subscription Fees	\$12,066.00

2.1 Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date

2.2 Future Year Software Subscription Fees shall be billed annually in advance

3. One-Time Professional Services Fees

Conversion	
ProLorem Data Conversion (1 Yr.) 13,212 Real Estate Parcels	\$28,000.00
Build and configure a database for Market Drive	
	\$3,250.00
Market Drive Professional Services	
Setup & Installation	\$31,048.56
Total One-Time Services Fees	\$62,298.56

3.1 One-time Professional Services Fees shall be billed upon the completion dates of the listed services above

4. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

TERMS & CONDITIONS

The Agreement is dated effective and shall be considered binding upon execution ("Effective Date") by and between Customer and Licensor

The Agreement incorporates by reference the following, in order of precedence.

- This Order Form*
- The Master Software Subscription and Services Agreement*
- The Service Level Agreement and Support Terms*
- Exhibit A. Software Description and Scope of Use*
- Exhibit B. One-Time Professional Services Scope of Work*

General Notes

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date
- Any Recurring Fees will increase annually by the greater of six percent (6%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
- Invoices are due thirty (30) days after the date of the invoice



ACCEPTANCE

By signing below, I represent that I am validly authorized to enter into this Order Form and related Agreement and accept their terms and conditions.

Effective Date:

CITY OF FRAKLIN, WI:

By _____
Name: _____
Title: _____
Date _____

CATALIS TAX & CAMA, INC.:

By _____
Name _____
Title _____
Date _____



MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Master Software Subscription Services Agreement (the "Agreement") governs Your acquisition of the services described in signed or authenticated order that identifies the services and other terms and conditions by which You will be provided the Services (an "Order Form") between You as the customer and the Catalis entity that is providing the Services (referred to in this Agreement as "Catalis "). Capitalized terms have the definitions set forth in this Agreement. "Customer" or "You" or "Your" is the legal entity that is entering into an agreement with the Catalis entity that is providing the Services described in an Order Form. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different effective date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties ". Any Schedules to this Agreement are those that are part of the Order Form.

1 Definitions

The following definitions shall apply in this Agreement.

1.1 Confidential Information All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data, Catalis Confidential Information includes the Software and associated services, and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

1.2 Customer Data All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.

1.3 Customer Materials All materials supplied by Customer in connection with this Agreement.

1.4 Deliverables Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables").

1.5 Documentation The written description of the functions and use of the Software.

1.6 Error (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification, or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7 Functional Specifications The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.

1.8 Intellectual Property All interests of any kind including (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.

1.9 New Product Any change or addition to Software, Services and/or related documentation that (i) has a value or utility separate from the use of the Software, Services and documentation, (ii) may be priced and offered separately from the Software, Services and documentation, and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.



1 10 Statement of Work The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules

1 11 Software The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis

1 12 Software Acceptance Date The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner

1 13 Taxes All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed

1 14 Test Validation Criteria The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.

1 15 Warranty Period The thirty (30) day period commencing on the installation of the Software

2 Subscription License

2 1 License Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the "Services") As part of the subscription by Customer, Catalis will perform the services described in this Agreement.

2 2 Scope of License Limited The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in an Order Form No title or ownership in the Software or documentation is transferred to Customer Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation

2 3 Additional Services Customer may subscribe to additional Services in a subsequent Order Form

2 4 Restrictions Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service, modify, translate, adapt, alter, or create derivative works from the Service, copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service, or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party

2 5 Installation at Customer's Location or Designated Data Center The Services will be hosted at and operated from a third-party data center The data center will meet industry standard certifications or processes for data security

3 Fees, Installation Charges, and Taxes

3 1 Subscription Fees The subscription fees for the Services are set forth on the Order Form Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below

3 2 Configuration, Installation and Services Fees Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then



prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

3.3 Taxes. Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.

3.4 Currency. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4 Delivery and Acceptance

4.1 Delivery, Testing and Installation. Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2 Acceptance. Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either (i) accept the Catalis Deliverables in writing, or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5 Payment

5.1 Fees for Initial and Renewal Subscription Services. Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually in advance and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of six percent (6%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982-84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2 Fees for Subsequent Software Subscription. Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.

5.3 Ancillary Charges and Out of Pocket Expenses. All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.

5.4 Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue, provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6 Warranty, Exclusions, and Disclaimer

6.1 Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2 Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without

limitation, temperature, humidity, dust, or static charge EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS "

7 Functional Specifications

Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis

8 Training

Catalis shall provide training in the operation and maintenance of the Services The number of training days is described in the Order Form Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities

9 Restrictions Upon Disclosure of Confidential Information

9.1 Protection Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same

9.2 Limited Disclosure Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request

9.3 Ownership All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance

10 Intellectual Property Indemnity

10.1 Indemnification of Intellectual Property Infringement Claims In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims Customer shall immediately notify Catalis of any such claim The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis) Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use, and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis Catalis shall have



sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same

10.2 Indemnification by Customer Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense

10.3 Remedy In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect, (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis

11 Rights in Software, Data and Materials

11.1 Catalis Ownership As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance

11.2 Customer Ownership As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer

12 Support and Maintenance Services

12.1 Scope and Definitions Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement The following terms shall apply to this section 12

12.1 a Critical Defect An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available

12.1 b Non-Critical Defect A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available



12.1.c Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems. It is not a substitute for training of personnel by Customer.

12.1.d Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays ("Holidays") New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

12.2 Covered Maintenance

12.2.a General. Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer's costs necessary to access the Services.

12.2.b Upgrades. Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation.

12.2.c Online Support and Telephone. Telephone support includes (i) remote diagnostics, (ii) service desk and dispatch, (iii) question and answer consulting, and (iv) non chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

12.2.d Exclusions. Maintenance services do not include maintenance required by (i) operator error or improper operation or use of the Services by Customer, (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer's employees or third persons, or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect.

12.2.e Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses, provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis.

13 Subscription TERM, Termination AND Expiration

13.1 Term, Renewal. The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew.

13.2 Termination for Breach. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

13.3 Termination for Non-payment. Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer.

13.4 Effect of Termination. Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables,



documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5 Customer Data Portability and Deletion. Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14 Excusable Delays

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15 Limitation of Liability

IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

16 Limitation on Damages

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17 Allocation of Risks

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

18 Miscellaneous Provisions

18.1 ARBITRATION. UPON THE DEMAND OF EITHER PARTY (UNLESS PROHIBITED BY APPLICABLE LAW), ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CATALIS' RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

18.2 Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.3 Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.4 Entire Agreement. This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.



18.5 Amendment and Waivers Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.6 Notices Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.

18.7 Choice of Law, Construction of Agreement. This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.8 Further Assurances, Cooperation Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.9 Non Solicitation For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.

18.10 Independent Contractor Status It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

18.11 Publicity Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.

18.12 No Third-Party Beneficiary Rights No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

18.13 Survival The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.

18.14 Fees and Costs In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

18.15 Cooperative Procurement This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.



SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

1 DESCRIPTION OF SUPPORT SERVICES

1.1 Support Services

- 1.1.1 During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule
- 1.1.2 Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays
- 1.1.3 Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third party software

1.2 Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software,
- b. Attempt to recreate the reported problem,
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps,
- d. Document the steps taken by your First Line Support to troubleshoot the problem,
- e. Resolve, when possible, the problems your users have reported

1.3 Remedial Services

1.3.1 Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensor's discretion at a future date



6	All Feature Requests, usage questions, or requests for training Also reported problems that are caused by customer computers, local environments, networks, or third-party software	4 business days	These requests are outside the scope of our support obligations
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1.3.2 Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. Critical Defect: Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. Non-Critical Defect: Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. Documented Error: Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification, or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.3.3 Feature Request

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4 Software Updates

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.4.1 Bug fixes,
- 1.4.2 Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements,
- 1.4.3 Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor, and
- 1.4.4 Performance enhancements to Software.
- 1.4.5 Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms, (ii) different windowing system platforms, (iii) different operating system platforms, and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure, (ii) new market data feeds, (iii) new applications, and (iv) new presentation tools.

1.5 Services Not Included

Services do not include any of the following: (i) custom programming services, (ii) support of any software that is not Software, (iii) training, (iv) out of pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

2. LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

3. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support



the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs

In the event of failure to meet an SLR, Licensor shall (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual



EXHIBIT A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This Exhibit provides a description of the Software Services being offered

Catalis Market Drive Quote

Prepared by:

Catalis Market Drive CAMA
Catalis Tax & CAMA Accounts Receivable
P O Box 25477
Tampa, FL 33622

Quote number: 11046

Quote date: 1/22/2024

Offer expires: 2/21/2024

Prepared for

Franklin, City in Milwaukee County

Summary of Quote	
Total software cost:	\$12,066.36
Total services cost:	\$0.00
Sales tax (0.0%)	\$0.00
Total cost:	\$12,066.36

Registered client name City Of Franklin

Commercial Cost Valuations (18)

Database Name	Units	Unit Price	Extended Price
Franklin, City in Milwaukee County (2/1/2025)	418 licensed parcels	\$0.420	\$175.56
Total software cost:			\$175.56

MD Large Municipal Edition Database (18)

Database Name	Units	Unit Price	Extended Price
Franklin, City in Milwaukee County (2/1/2025)	13,212 licensed parcels	\$0.900	\$11,890.80
Total software cost:			\$11,890.80

Services

Item	Description	T&M	Qty	Unit of Measure	Unit Price	Extended Price
Support	Included (with some exceptions)	No	1	per site	\$0.00	\$0.00
Total services:						\$0.00



EXHIBIT B: PROFESSIONAL SERVICES - ONE-TIME SCOPE OF WORK

Data Conversion

Catalis will convert all Real Property data (Approximately 13,212 Parcels) from the current (ProLorem) system to the Market Drive Professional Edition Software System.

Conversion includes (1) year of data of the assessment roll for 2023 from the current CAMA System (ProLorem)

Build and configure a database for the Market Drive Professional Edition Software

This CAMA Building Statement of Work ("SOW") is an Agreement by and between Catalis Tax & CAMA, Inc., a company with its principal place of business at 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005 ("Catalis") and the City of Franklin located in Milwaukee County, Wisconsin ("City") Catalis and the City may be collectively referred to as "Parties" or individually as a "Party".

WHEREAS Catalis is willing to provide, and the Village desires services to build and configure a database for the Market Drive Professional Edition Software, on the terms and subject to the conditions set forth herein For purposes of clarity, a general overview of what is involved in building the database is provided as an addendum.

Responsibilities

- The City shall provide current and past final assessment rolls from their LandNav program to be incorporated into the database¹,
- The assessor along with the City administration shall determine the format of the database, i.e. Microsoft Access or Microsoft SQL Server, (Microsoft SQL Server being the preferred type)
- Catalis will incorporate the provided data into the database,
- Catalis will test the data to determine suitability after incorporating the data into the database,
- Catalis will provide sample reports such as a completed assessment roll to validate the incorporation,
- The City, along with the City Assessor, shall review the submitted report(s) and immediately notify Catalis of any concerns,
- Upon acceptance by the City Assessor and City Administration, Catalis will continue to incorporate additional data initially received from the City into the database,



- The end of this contract is when.
 - The database is created in accordance with the format selected by the City and City Assessor,
 - The database is updated with the assessment information obtained from the LandNav program by the City when produced and transferred to Catalis,
 - Reports generated from within the Market Drive program are reviewed and acknowledged by the City and City Assessor as complete.

Appointments

- Catalis shall designate an employee to fulfill the duties of this contract,
- That employee shall be
 - James Toth
Senior Technical Support Specialist for Market Drive software

James has 40 years of experience as a Wisconsin certified assessor and over 20 years of experience with the Market Drive program

Limitations

- The processes outlined in this contract do not include conversion of building(s) or land information from the assessment software of the previous assessor. That process will be handled by another contract.
- Catalis is relying on the LandNav data to produce credible valuations and will make every effort to ensure that the values are in line with final values for each year.
 - A limitation in LandNav software caused by the Wisconsin Department of Revenue and Statutes will limit the accuracy of any Agricultural Use-Value lands to a single tax class whereas the City Assessor will be required to classify Agricultural Use-Value lands on its use as 1st grade tillable, 2nd grade tillable, 3rd grade tillable, Pasture, and Specialty lands.
 - In no case shall the output of the incorporated data be construed as deficient as it pertains to the Agricultural Use-Value lands and their capture in Market Drive.
 - It is assumed by Catalis that the City Assessor will review any Agricultural Use-Value lands and assign correct classifications on the 2024 assessment roll.



o

Costs

- All costs incurred by Catalis (time and materials) for this project shall be billed at the rate of \$325.00 per hour² and the actual cost of any materials or cost associated with gathering data.
- If Catalis needs to obtain any materials or incurs a cost of obtaining data to help build the database, Catalis will disclose the cost to the Village and gain approval of the associated cost before proceeding


Payments

- Payments shall be made to the legal Address shown in a W-9, incorporated with this contract,
- Payments shall be made in the following manner
 - o \$1,000 upon acceptance of this contract
 - o The balance within 60 days of the completion of this project.
 - o Monthly statements will be provided to the Village by email on the last day of the month.
 - o Catalis will provide an estimate of time upon acceptance and will not exceed 10 hours without approval from the Village.

Miscellaneous Contract Provisions

This SOW shall be governed by the laws of the State of Wisconsin. This SOW constitutes the complete and entire agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this SOW, executed by a duly authorized officer of Catalis and a duly authorized official of the Village.

If any provision of this SOW shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole SOW, but the whole SOW shall be construed and enforced accordingly

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	A Resolution to Sign Agreement for Proshred Security for A 2024 Community Document Shredding Event For an Estimated Amount of \$1,600	ITEM NO. All Ald. Districts D.14.

BACKGROUND

With great fanfare, Franklin started a community shredding event in 2022. In 2023, the event was held on Saturday, September 23, 2023 from 9:00am to 1:00 pm behind the Franklin City Hall. Items accepted were:

- Papers with staples and/or paperclips (no binder clips)
- Paperback books: ½-inch or less
- Spiral-bound notebooks: ½-inch thick or less
- Limit of 4-banker boxes of material per car.

Items not permitted were most non-paper material, electronic devices/media/hard drives/USB sticks, large metal objects, ink cartridges/toners, hanging folders, batteries, office supplies, X-rays, etc.

Unlike in 2022, identification to ensure Franklin residency was checked in 2023.

The Police and DPW worked together and traffic was a non-issue in 2023. It is reported that 75-100 cars were lined up along W. Loomis Road at 9:00 but traffic was light during the rest of the time.

Two trucks were ordered and Staff estimates that one would have been enough. Perhaps the pent-up materials in 2022 caused the need for two trucks? Or perhaps not checking identification in 2022 allowed for many non-residents to utilize the service? Nonetheless, Staff is recommending to use one truck in 2024.

ANALYSIS

In 2023, the agreement with Pro-shred was approved with a modification to the standard agreement (lowered insurance limitations). The agreement is expected to have the lowered insurance requirements.

- Note that the general/ commercial liability is \$1,000,000 per occurrence and \$2,000,000 general. The City’s standard form requires \$2,000,000/\$4,000,000.
- Note that the Umbrella liability is \$5,000,000. The City’s standard form requires \$10,000,000.

Proshred will supply the standard template agreement (with insurance adjustments as noted above) when a date is selected. Common Council is asked for direction on the date for shredding. Staff recommends:

- Definitely not May 18 because Proshred’s schedule is fully booked for others. At this time, all other dates would appear to be available.
- Any Saturday past Labor Day events in September (14, 21, or 28) or October (5, 12, 19, or 26)

OPTIONS

- A. Approve or Deny Proshred’s agreement
- B. Direct Staff to conduct community document shredding event on _____.

FISCAL NOTE

Per the previous discussions, it is estimated that the shredding event will cost around \$1,600 plus Staff overtime of over \$1,000. This work was considered in the 2024 budget for the Solid Waste Fund (19). A contract will be charged to account 19-0341-5284.

RECOMMENDATION

Adopt Resolution 2024-____ a resolution to sign agreement for Proshred Security for a 2024 community document shredding event for an estimated amount of \$1,600.

Engineering: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION TO SIGN AGREEMENT FOR PROSHRED SECURITY FOR
A 2024 COMMUNITY DOCUMENT SHREDDING EVENT
FOR AN ESTIMATED AMOUNT OF \$1,600

WHEREAS, the City of Franklin provides an annual shredding event; and

WHEREAS, PROSHRED Security has provided these services for exemplary service and at competitive prices; and

WHEREAS, it is anticipated that one truck for four hours will be needed at the event planned for Saturday, _____, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials are authorized to enter into an agreement with Proshred Security for a 2024 Community Document Shredding Event for an estimated amount of \$1,600.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.


APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	An Ordinance to Add §183-48. D. to the Municipal Code that Discusses the Use of City Park Pavilions	ITEM NO. All Ald. Districts B.15.

BACKGROUND

The City of Franklin has six park pavilions that are rented to the general public. The rentable park pavilions include Franklin Woods Nature Center, Ken Windl, Lions Legend, Pleasant View, Market Square, and Vernon Barg. The rental fees are intended to cover the cost of cleaning and other expenses related to owning and maintaining the facilities. Increasingly, the public is opting to no rent the shelters but nonetheless use the open shelters (Franklin Woods, Lions Legend, Market Square, Vernon Barg, and sometimes Pleasant View) at times when no one else has rented the facilities. These non-rented use occasions from unknown persons sometimes requires as much or more effort to clean the facilities. These unreserved uses do not have to acknowledge the rules at each pavilion and any damages or excessive cleaning efforts are not recoverable from security deposits.

The Parks Commission has discussed this issue at multiple meetings and the Common Council provided some guidance on May 16, 2023 *“to restrict the use of City pavilions with no restriction to party size and include signage with restrictions.”*

The Franklin Police Departemnt has appeared before the Parks Commission to explain that it is not the intent to patrol the parks looking for violations. However, when complaints are received from the public or cleaning staff, the responding officer needs a tool in the municipal code to use as enforcement.

The Parks Commission on February 12, 2024 recommended to the Common Council to adopt §183-48. D. as written below. This proposed language has been approved by Franklin Police Chief Craig Liermann.

ANALYSIS

The Current Municipal Code § 183-48 Regulations governing parks states:

- A. *All City parks are open daily from dawn (30 minutes before sunrise) to dusk (20 minutes after sunset) and shall be closed at all other times unless other hours are authorized under a park permit.*
- B. *No sales of anything for profit or nonprofit shall be permitted in City parks unless authorized by special permit from the Park Department.*
- C. *Rules and regulations governing the use and activities in the City parks, as adopted by the City Park Commission and amended from time to time, on file in the office of the City Clerk, are adopted herein by reference and made a part of this article as though fully set forth herein.*

Considering the guidance provided by the Common Council on May 16, 2023, the Franklin Parks Commission has recommended that §183-48 Regulations governing parks include a paragraph D. to state:

- D. Use of Pavilions not in accordance with the posted signage is prohibited. Those with or without reservations may be asked by the City to vacate premises and citations may be issued for ordinance violations.**

The Parks Commission was not a unanimous consensus. There were only 4 members and the vote was 2 yes, 0 no, and 2 abstentions. One of the members who abstained was offered the opportunity to provide comments to the Common Council on her concerns and she is quoted below:

The original intent that generated the request for council action was to support custodial worker(s) who identified parties being held in city park pavilions without permits as contributing to vandalism, littering and unscheduled maintenance after normal park hours. The original proposal was made almost a year ago.

City Park pavilions are used by the general public for temporary shelter, shade, rest, eating and informal gatherings. The rental of these pavilions for a fee, affords a person the exclusive use of that facility for the rental period and a method for the City to withhold funds to pay for any damages an event creates.

A citizen would logically assume public use of park space and equipment is authorized unless it is secured, such as the new Pleasant View Park pavilion

The current municipal code states "rules and regulations governing the use and activities in the City parks, ... , on file in the office of the City Clerk". It would be better if this could be electronically available to the public on an external facing website, but regardless, signage with the rules and regulation have been posted at the pavilions

The FPD representative explained to the Park Commission that they would not actively enforce this legislation but would respond to complaints by citizens and city employees. Wouldn't violations of part A and C of the current Municipal Code § 183-48 be reportable

An ID check, as highlighted, was never supposed to go up for legal/police review and was not recommended in the Park Commission request

I am concerned about a comment in a parks commission meeting about a "cultural thing" contributing to the need for this municipal code modification.

As a community member I do not agree that use of the pavilions should be restricted to permit holders only in the hopes of avoiding messes made from unpermitted parties

I abstain from voting as it seems city employees believe strongly that this is the solution to their issue

*Kristen Stanley
Franklin Parks Commissioner*

OPTIONS

Approve, Deny, or Approve with modifications

FISCAL NOTE

Although not the purpose of this ordinance, this ordinance may increase revenue from park pavilion rentals that are deposited in the General Fund 01 and likewise will allow Staff to recuperate expenses for excessive cleaning and damages currently caused from unauthorized pavilion use.

COUNCIL ACTION REQUESTED

Adopt Ordinance 2024-____ an ordinance to prohibit unauthorized use of City Park Pavilions.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO ADD §183-48. D. TO THE MUNICIPAL CODE THAT DISCUSSES THE USE OF CITY PARK PAVILIONS

WHEREAS, The City of Franklin has six park pavilions that are rented to the general public and there are instances of public use without renting that have caused operational issues; and

WHEREAS, this topic has generated much discussion in Parks Commission and Common Council meetings in consultation with City Legal Staff, the Police Department, and the Department of Public Works and final wording is at the recommendation of the City Parks Commission.

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

SECTION I. Section 183-48. D. of the Municipal Code of the City of Franklin is hereby added as follows [note deletions appear in strike-through text, additions appear in double-underlined text]:

ADD:

D. Use of Pavilions not in accordance with the posted signage is prohibited. Those with or without reservations may be asked by the City to vacate premises and citations may be issued for ordinance violations.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirly J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JL</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/21/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AUTHORIZE STAFF TO SOLICIT NEW VEHICLE BIDS CONSIDERED IN THE 2024 FUND 42 EQUIPMENT REPLACEMENT FUND</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>15.16.</i></p>

BACKGROUND

Within the approved 2024 Inspection Services Department budget, in the Fund 42 Equipment Replacement Fund, is the replacement of the following vehicle:

2012 Jeep Liberty

Price quotes will be solicited by Inspection Services Department staff and approved by Common Council.

OPTIONS

Authorize Inspection Services Department staff to solicit quotes for the above vehicle replacement. Quotes will be sent to the Common Council for approval.

FISCAL NOTE

These purchases are included in the 2024 approved budget as indicated above. The total amount budgeted for this item is approximately \$32,000.00.


RECOMMENDATION

Authorize Inspection Services Department staff to solicit quotes for equipment considered in the 2024 Capital Outlay budget for Common Council approval.

COUNCIL ACTION REQUESTED

Authorization for Inspection Services Department staff to solicit equipment considered in the 2024 Fund 42 Equipment Replacement Fund Funds.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	A Resolution Authorizing the Installation of Two Light Poles Within the 25-Foot Wide Sanitary Sewer Easement at 7730 South Lovers Lane Road (TKN 794-9999-007), (Dharmesh Ghelani-AK Developers LLC as Applicant)	ITEM NO. Ald Dist 2 B.17.

BACKGROUND

Staff received a request to install two light poles within the 25-foot wide sanitary sewer easement for the proposed fast food restaurant (Dairy Queen).

The said easement has an 8-inch diameter sanitary sewer pipe. Staff informed the property owner about this matter, and they are agreeable locating the two light poles 10-feet west of the existing centerline of the sewer pipe.

ANALYSIS

Staff is agreeable to the light poles in proximity to the sewer pipe if the property owner is fully responsible for repair and/or replacement if the sewer pipe should need to be excavated for maintenance and/or replacement.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2024-_____ a resolution authorizing the installation of two light poles within the 25-foot wide sanitary sewer easement at 7730 South Lovers Lane (TKN 794-9999-007), (Dev Ghelani-AK Developers LLC as applicant).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF TWO LIGHT POLES
WITHIN THE 25-FOOT WIDE SANITARY SEWER EASEMENT AT
7730 SOUTH LOVERS LANE ROAD (TKN 794-9999-007),
(DHARMESH GHELANI-AK DEVELOPERS LLC AS APPLICANT)

WHEREAS, the construction of two light poles within the 25-foot wide “Sanitary Sewer Easement” is prohibited, described thereon; and

WHEREAS, Dharmesh Ghelani-AK Developers LLC having applied for the installation of two new poles at their property located at 7730 South Lovers Lane, zoned CC, District, with Tax Key No. 794-9999-007, more particularly described as follows:

Lot 2 of the CSM No. 8567, part of the Southeast quarter of Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the two light poles would encroach within the 25 foot "Sanitary Sewer Easement" restriction; and

WHEREAS, the 25-foot "Sanitary Sewer Easement" restrictions upon the recorded Certified Survey map No.8567 and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction of law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the encroachment to the 25-foot sanitary sewer easement restriction only so as to allow for the installation of the two light poles; and

WHEREAS, the Common Council having considered the proposed location of and type of light pole to be installed upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the sanitary sewer utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed two light poles of the type and specifications as described and only upon the location as set forth within the plans accompanying the request letter of Dharmesh Ghelani-AK Developers LLC its Representative, be and the same is hereby authorized and approved and that the “Sanitary

Sewer Easement” restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions

1. The property owners, and their successors and assigns, shall keep the light poles in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the light poles should the light poles need to be removed or are damage due to access for improvement or maintenance to the said 25-foot wide easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B (No Mortgage) annexed hereto, respectively

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject light poles and that the subject light poles shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County. Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

PLAN SHOWING THE LOCATION OF THE PROPOSED LIGHT POLE
 WITHIN THE EXISTING 25-FT EASEMENT AT 10-FT CLEARANCE FROM THE SANITARY MAIN

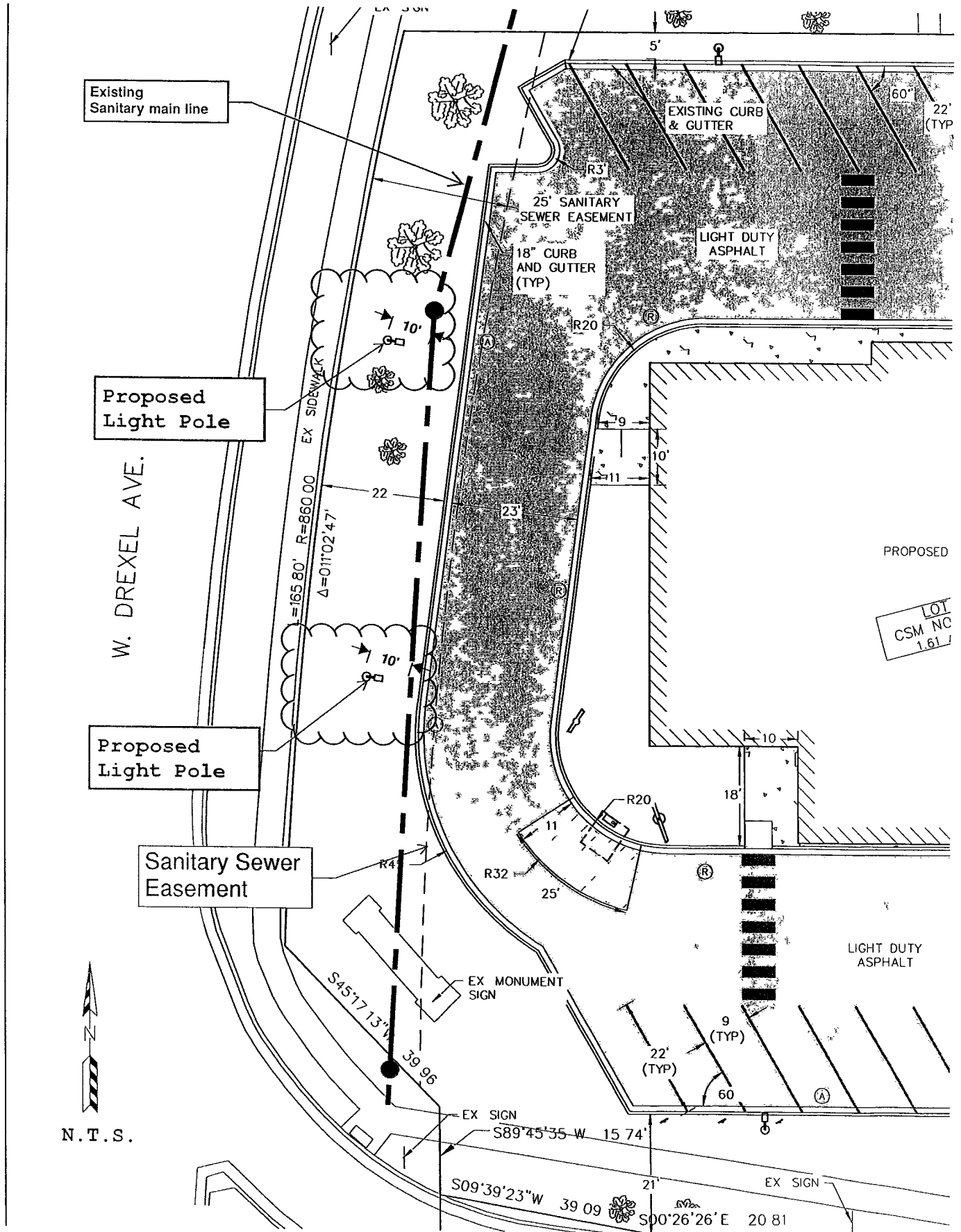


Exhibit A
Acceptance

The undersigned, Dharmesh Ghelani, applicants of the property located at 7730 S Lovers Lane Rd, Franklin, Wisconsin 53132, Tax Key No. 794-9999-007, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2024-____, and that in consideration of the making of such grant to allow the installation of light poles within the utility easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2024-____, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 6th day of February, 2024

Property owner

By: _____

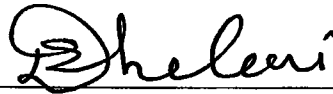


Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____, hereby consents to the execution of the foregoing Resolution No. 2024-_____, authorizing the installation of the signs within the 20-foot public water main easement.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

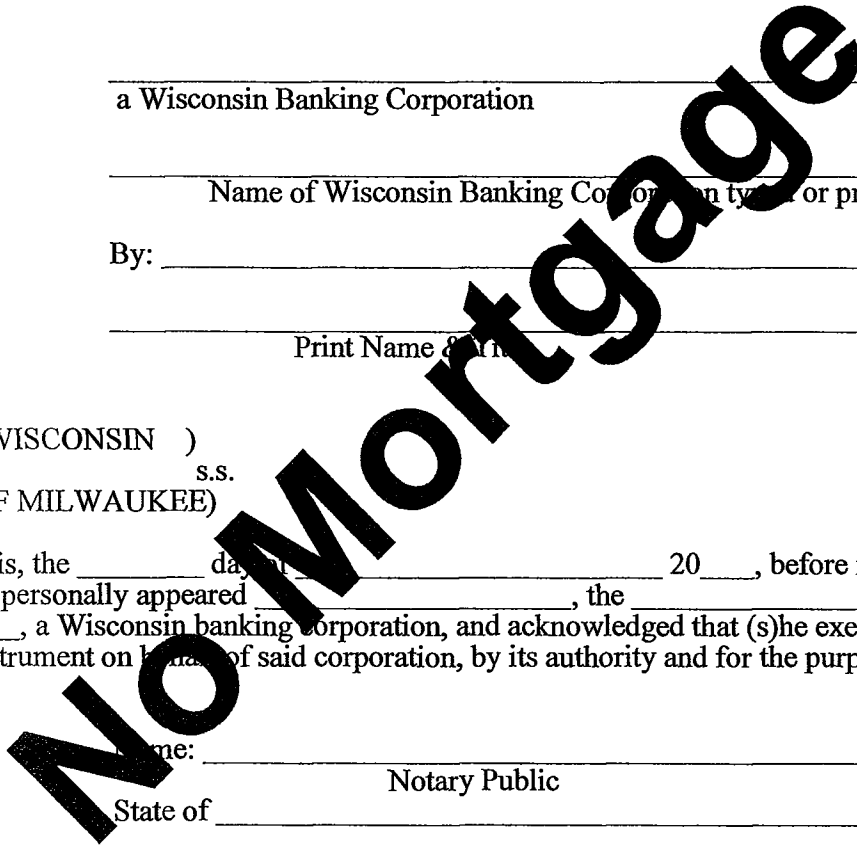
Name of Wisconsin Banking Corporation in type or printed

By: _____

Print Name & Title

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.





Notary Public

State of _____

County of _____

My commission expires on: _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE DEVELOPMENT/IMPACT FEE FUND TO PROVIDE ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$128,768.00 TO REFUND IMPACT FEES TO DEVELOPER	ITEM NUMBER 

Background

On November 28, 2023, the Common Council adopted Ordinance No. 2023-2569 which adopted the 2024 Annual Budget. In 2022, the Seasons at Franklin Development worked with a previous Director of Inspection Services on the submittal of all proper application information for permitting. The Director of Inspection Services, at that time, communicated to the Development Coordinator within the Seasons at Franklin about the impact fee schedule. It was communicated that if they submitted all the proper documentation prior to June 7, 2022, they would be charged the 2022 Impact Fee rates for their 6 buildings. Due to transition of staff, communication was missed in the process and future staff members charged Seasons at Franklin the 2023 impact fee rates for their 6 buildings. At that time in 2023, the Seasons at Franklin paid the 2023 impact fee rates and are now asking for a refund since they complied with the previous Director of Inspection Services requests.

Fiscal Note

Address	2023 Impact Fee Rate	2022 Impact Fee Rate	Difference to Refund
9745 S 27 th St.	\$156,888	\$132,744	\$24,144
9717 S 27 th St.	\$156,888	\$132,744	\$24,144
9683 S 27 th St.	\$130,740	\$110,620	\$20,120
9663 S 27 th St.	\$130,740	\$110,620	\$20,120
9701 S 27 th St.	\$130,740	\$110,620	\$20,120
9737 S 27 th St.	\$130,740	\$110,620	\$20,120
Total			\$128,768

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to appropriate funds to refund back to the Seasons at Franklin Developer per an agreement with a previous Director of Inspection Services.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Development/Impact Fee Fund to Provide Additional Appropriations in the Amount of \$128,768.00 to Refund Impact Fees to Developer.

Roll Call Vote Required

Finance Dept - DB

Danielle Brown

From: Scott Satula
Sent: Monday, June 6, 2022 10:38 AM
To: Ashley Heidorn
Cc: Tony DeRosa, David Ferrell, Aimee Schlueter
Subject: RE [External] Seasons at Franklin - Impact fees

Ashley,

This is to confirm that we received your submittal last week for The Seasons at Franklin development and your Impact fees will be charged according to the current Impact Fee schedule on the City's website. We will also let you know if any documents are missing from your submittal once we've had an opportunity to review everything.

Thanks,
Scott

W. Scott Satula

Dir. of Inspection Services
ssatula@franklinwi.gov
9229 W Loomis Road
Franklin, WI 53132
414-425-0084
Franklinwi.gov



Please go to [www.franklinwi.gov/Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection%20Services) for information on inspections, applying for permits and permit pickup/payment.

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From: Ashley Poull <apoull@fred-inc.com>
Sent: Monday, June 6, 2022 10:13 AM
To: Scott Satula <SSatula@franklinwi.gov>
Cc: Tony DeRosa <tderosa@fred-inc.com>; David Ferrell <dferrell@fred-inc.com>
Subject: RE. [External] Seasons at Franklin - Impact fees

Scott,

I just wanted to confirm you received the hard copy submittal of Fiduciary's Seasons at Franklin Permit Set for review last week. Below is a link to the digital submittal. Can you please confirm you've received our submittal and that we are now grandfathered into the current impact fee schedule? Please let me know if you have any questions.

 [Franklin Permit Set](#)

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail: apoull@fred-inc.com



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From: Ashley Poull
Sent: Thursday, June 2, 2022 4:48 PM
To: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

You should've received the hard copy submittal of Fiduciary's Seasons at Franklin Permit Set for review yesterday. Below is a link to the digital submittal. Can you please confirm you've received our submittal and that we are now grandfathered into the current impact fee schedule? Please let me know if you have any questions.

 [Franklin Permit Set](#)

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail: apoull@fred-inc.com



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From: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Sent: Monday, May 16, 2022 11:48 AM
To: Ashley Poull <apoull@fred-inc.com>
Subject: RE: [External] Seasons at Franklin - Impact fees

Ashley, that's correct.

June 7, 2022 just to confirm!

W. Scott Satula
Dir of Inspection Services
ssatula@franklinwi.gov
9229 W Loomis Road

Franklin, WI 53132
414-425 0084
Franklinwi.gov



Please go to [www.franklinwi.gov /Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection%20Services) for information on inspections, applying for permits and permit pickup/payment.

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From: Ashley Poull <apoull@fred-inc.com>
Sent: Monday, May 16, 2022 10:57 AM
To: Scott Satula <ssatula@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

We are working on our permit submittal. I just wanted to confirm that if this is submitted prior to June 7th and there are no missing documents we are then grandfathered into the current impact fees?

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail. apoull@fred-inc.com



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From: Scott Satula <ssatula@franklinwi.gov>
Sent: Friday, May 13, 2022 3:12 PM
To: Ashley Poull <apoull@fred-inc.com>
Cc: Ronnie Asuncion <rasuncion@franklinwi.gov>; Aimee Schlueter <aschlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Thanks!

From: Ashley Poull <apoull@fred-inc.com>
Sent: Friday, May 13, 2022 2:29 PM
To: Scott Satula <ssatula@franklinwi.gov>
Cc: Ronnie Asuncion <rasuncion@franklinwi.gov>; Aimee Schlueter <aschlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

I also confirmed the water meter sizing, see below

Water meter sizes:

Apartments 2" meter

Clubhouse 1" meter

Maintenance 1" meter

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc

789 North Water Street, Suite 200

Milwaukee, WI 53202

Direct Dial (414) 246-8405

Cell (262) 483-9100

E-mail apoull@fred-inc.com



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From: Scott Satula <ssatula@franklinwi.gov>

Sent: Friday, May 13, 2022 10:32 AM

To: Ashley Poull <apoull@fred-inc.com>

Cc: Ronnie Asuncion <RASuncion@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: RE. [External] Seasons at Franklin - Impact fees

Ashley,

I talked to the Engineering Department and they indicated that, provided the survey is scaled and accurately shows the dimensioned building footprint of all buildings along with setbacks from property lines and other buildings, one survey would be acceptable

Thanks,
Scott

W. Scott Satula

Dir of Inspection Services

ssatula@franklinwi.gov

9229 W Loomis Road

Franklin, WI 53132

414 425 0084

Franklinwi.gov



Please go to [www.franklinwi.gov /Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection%20Services) for information on inspections, applying for permits and permit pickup/payment.

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From: Ashley Poull <apoull@fred-inc.com>
Sent: Friday, May 13, 2022 9:24 AM
To: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Subject: RE: Seasons at Franklin - Impact fees

Scott,

I pulled the attached document from the website like you mentioned on our call yesterday. I just wanted to confirm that one survey for the entire site/development would be adequate?

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com



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From: Ashley Poull
Sent: Friday, May 6, 2022 3:20 PM
To: [SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)
Subject: Seasons at Franklin - Impact fees

Scott,

I received your voicemail and went onto the Inspection Services website to pull the impact fees vs the ordinance. I've since updated my attached spreadsheet for your review. I understand we will still need to work through the water fee for the clubhouse and maintenance garage. Can you also confirm if our site is within the Southwest Sanitary Sewer Service Area? If you have any additional comments, please call my cell phone listed below.

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com



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STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE DEVELOPMENT/IMPACT FEE FUND TO PROVIDE ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$128,768.00 TO REFUND IMPACT FEES TO DEVELOPER

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate the refund of impact fees in the Development/Impact Fee Fund; and

WHEREAS, the Seasons at Franklin submitted all proper permit documentation on time to be grandfathered into paying 2022 Impact Fee rates; and

WHEREAS, the Seasons at Franklin were charged unintentionally the 2023 Impact Fee rates and paid them; and

WHEREAS, the Seasons at Franklin are requesting a refund of overpaid impact fees; and

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

Section 1 That the 2024 Development/Impact Fee Fund Budget be amended as follows:

Development/Impact Fee Fund		
All Impact Fees	Increase	\$128,768.00

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Danielle Brown

From: Justin Ligocki
Sent: Wednesday, January 17, 2024 2:24 PM
To: Kelly Hersh, Tyler Beinlich, Aimee Schlueter, Danielle Brown
Subject: FW: [External] Seasons at Franklin - Impact fees
Attachments: RE [External] Plat of Survey (20282 Plat), FW. [External] Seasons at Franklin - Water sample #1 results, RE [External] Seasons at Franklin - Impact fees, RE [External] Seasons at Franklin - Impact fees, Seasons at Franklin Permit Fees - Initial Bills pdf, Seasons at Franklin Permit Fees - Final Bills pdf

Kelly,
It appears that Fiduciary has been over charged impact fees for the last 6 buildings. See email chain below and attached documents

Apparently there was an agreement with Scott Satula, Director of Inspection Services before Tony, and Fiduciary that if Inspection Services received all necessary documents for all of the buildings by June 1st of 2022 they would be grandfathered in to 2022 Impact fees. This information was never relayed to Tony nor myself and thus were charged 2023 Impact fees. From what I am seeing it appears this is correct. I have also verified the total amount they claim to be over charged and it appears to be correct as well

Let me know how you would like to proceed regarding this.

Tyler- Do you know anything about this?

Thank you,

Justin Ligocki

Dir. of Inspection Services

WI Commercial Building Inspector WI Commercial Plumbing Inspector

WI Uniform Dwelling Code - Construction Inspector

WI Uniform Dwelling Code - Heating Ventilation and Air Conditioning Inspector

jligocki@franklinwi.gov

414-427-7570 direct desk

414 425 0084 general office

414-458-0104 Cell



From: Ashley Heidorn <aheidorn@fred-inc.com>
Sent: Wednesday, January 17, 2024 11:49 AM
To: Justin Ligocki <JLigocki@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>
Cc: Tony DeRosa <tderosa@fred-inc.com>; David Ferrell <dferrell@fred-inc.com>
Subject: RE: [External] Seasons at Franklin - Impact fees

Justin,

We further reviewed this issue and believe that you have a misunderstanding of the process we followed per the terms of the Development Agreement and confirmation received from Scott Satula the former Director of Inspection Services.

We worked with Scott Satula and met the requirements of having our submittal in to the city by 6/7/22. We actually submitted on 6/1/22 and Scott confirmed via email (see attached) that our submittal was received prior to 6/7/22 and that we would be

grandfathered in and charged impact fees according to the then current fee schedule. I've also included the link to the submittal documents for review [Franklin Permit Set](#). Our submittal was complete at that time and included the survey.

On 6/22/22 Ronnie reached out asking about the survey (not knowing that it was previously included) and Tiffany (Fiduciary Real Estate Development) noted that it was included in the original submittal in the civil folder which Ronnie then provided very minor survey comments on 7/5/22 and we in turn provided an updated version to the city on 7/19/22. See attached email Plat of Survey(20282 Plat) for the correspondence.

Full building permits were not issued at that time due to the specific process required under the project's Development Agreement between Fiduciary and the city, not because "Fiduciary did not have all the necessary documents at the time of submittal on June 1st, 2022". Per the terms in Section 6 of the Development Agreement, footing and foundation permits were not to be approved until our stormwater management systems have been installed, and building permits for vertical construction could not be issued until sanitary and water sewer systems have been installed, tested and approved by the city for each respective building (see excerpt below from the Development Agreement). This is why permits were always anticipated to be issued on a building-by-building basis as site infrastructure was completed. We chose to apply for footing and foundation permits so that we could start some amount of construction rather than sitting idle. Tyler Beinlich was closely involved in the Development Agreement process and was well aware of these requirements (see attached email correspondence with Tyler regarding these requirements). Building permits were not issued due to the terms of the Development Agreement, not because of an incomplete submittal.

Development Agreement Section 6.

VI. PERMITS ISSUED

A. Building Permits

1. **No building permits for footings and foundations (early start) shall be issued until:**
 - a) **The necessary storm water management facilities have been rough grade certified and approved by the City Engineer.**
 - b) **The Certified Survey Map has been recorded.**
2. **No building permits for vertical construction shall be issued until:**
 - a) **The sanitary and water systems that will serve the building(s) being permitted, have been installed tested and approved by the City Engineer.**
 - b) **The necessary storm water management facilities have been rough grade certified and approved by the City Engineer.**
 - c) **The Certified Survey Map has been recorded.**

Thanks,

Ashley Heidorn, Development Coordinator

Fiduciary Real Estate Development, Inc
789 N Water St, Ste 500; Milwaukee, WI 53202
ahaidorn@fred-inc.com | 414-246-8405 | Cell 262-483-9100



Living The Difference

From: Justin Ligocki <JLigocki@franklinwi.gov>
Sent: Wednesday, January 10, 2024 3:02 PM
To: Ashley Heidorn <aheidorn@fred-inc.com>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Ashley,
Just to follow up from our phone conversation earlier.
Fiduciary did not have all the necessary documents at the time of submittal on June 1st, 2022, therefore the Building permits were not issued. Early Start Footing/Foundation permits were applied for on 4/28/2023 and issued on 5/11/2023 with 2023 Impact fees added accordingly. Had everything been submitted in 2022 then full Building permits would have been issued with no need to apply for the Early Start footing/Foundation permit.
Let me know if you are in agreement

Thank you,

Justin Ligocki
Dir. of Inspection Services
WI Commercial Building Inspector WI Commercial Plumbing Inspector
WI Uniform Dwelling Code Construction Inspector
WI Uniform Dwelling Code Heating Ventilation and Air Conditioning Inspector
jligocki@franklinwi.gov
414 427 7570 direct desk
414 425 0084 general office
414 458 0104 Cell



From: Ashley Heidorn <aheidorn@fred-inc.com>
Sent: Tuesday, January 9, 2024 4:34 PM
To: Justin Ligocki <JLigocki@franklinwi.gov>
Subject: FW: [External] Seasons at Franklin - Impact fees

Justin,
I just tried to send the email below to Scott Satula, but it bounced back. Please give me a call to discuss further.

Thanks,

Ashley Heidorn, Development Coordinator

Fiduciary Real Estate Development, Inc
789 N Water St, Ste 500; Milwaukee, WI 53202
aheidorn@fred-inc.com | 414-246-8405 | Cell 262-483-9100



Living The Difference

From: Ashley Heidorn
Sent: Tuesday, January 9, 2024 4:21 PM
To: Scott Satula <SSatula@franklinwi.gov>
Cc: Tony DeRosa <tderosa@fred-inc.com>; David Ferrell <dferrell@fred-inc.com>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

We had discussed our Seasons at Franklin impact fees back in May of 2022 being grandfathered in by submitting our permit submittal prior to the June 7th, 2022, cutoff date. See the attached email confirmation from you back on June 6, 2022 in which you confirmed receipt of the submittal prior to the cutoff date so that we would be under the old impact fee schedule. We indeed did submit before this date and had been billed the correct impact fees at the start of our project but at some point, the fees ended up increasing and we were charged an incorrect amount on 6 buildings. We believe we were overbilled \$128,768 as shown below. We do still owe our sanitary sewer impact fees of \$79,200 (which were notified by the City that these fees were not on previous invoices) which would bring down the amount overbilled to \$49,568. I've also attached the initial impact fee invoices we received in 2022 for the 6 buildings along with the impact fee invoices received in 2023 with the increased amount for reference. I'm not sure how this happened but wanted to bring it to your attention so we could get this straightened out.

The 6 incorrect building are:

- 9745 S 27th St – Charged \$156,888 instead of \$132,744 overpayment of \$24,144
- 9717 S 27th St – Charged \$156,888 instead of \$132,744 overpayment of \$24,144
- 9683 S 27th St – Charged \$130,740 instead of \$110,620 overpayment of \$20,120
- 9663 S 27th St – Charged \$130,740 instead of \$110,620 overpayment of \$20,120
- 9701 S 27th St – Charged \$130,740 instead of \$110,620 overpayment of \$20,120
- 9737 S 27th St – Charged \$130,740 instead of \$110,620 overpayment of \$20,120

Thanks,

Ashley Heidorn, Development Coordinator

Fiduciary Real Estate Development, Inc
789 N Water St, Ste 500; Milwaukee, WI 53202
ahaidorn@fred-inc.com | 414-246-8405 | Cell 262-483-9100



Living The Difference

From: Scott Satula <SSatula@franklinwi.gov>
Sent: Monday, May 16, 2022 11:48 AM
To: Ashley Poull <apoull@fred-inc.com>
Subject: RE: [External] Seasons at Franklin - Impact fees

Ashley, that's correct.

June 7, 2022 just to confirm!

W. Scott Satula

Dir of Inspection Services
ssatula@franklinwi.gov
9229 W Loomis Road
Franklin, WI 53132
414-425-0084
Franklinwi.gov



Please go to [www.franklinwi.gov /Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection Services) for information on inspections, applying for permits and permit pickup/payment.

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From: Ashley Poull <apoull@fred-inc.com>
Sent: Monday, May 16, 2022 10:57 AM
To: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

We are working on our permit submittal. I just wanted to confirm that if this is submitted prior to June 7th and there are no missing documents we are then grandfathered into the current impact fees?

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial: (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com



Living The Difference
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From: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Sent: Friday, May 13, 2022 3:12 PM
To: Ashley Poull <apoull@fred-inc.com>
Cc: Ronnie Asuncion <RASuncion@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Thanks!

From: Ashley Poull <apoull@fred-inc.com>
Sent: Friday, May 13, 2022 2:29 PM
To: Scott Satula <SSatula@franklinwi.gov>
Cc: Ronnie Asuncion <RASuncion@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Scott,

I also confirmed the water meter sizing, see below

Water meter sizes:

Apartments 2" meter

Clubhouse 1" meter

Maintenance 1" meter

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com

 **Fiduciary**
REAL ESTATE DEVELOPMENT, INC.

Living The Difference

Make FRED Your Career Home – VIDEO

From: Scott Satula <SSatula@franklinwi.gov>
Sent: Friday, May 13, 2022 10:32 AM
To: Ashley Poull <apoull@fred-inc.com>
Cc: Ronnie Asuncion <RASuncion@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: RE: [External] Seasons at Franklin - Impact fees

Ashley,

I talked to the Engineering Department and they indicated that, provided the survey is scaled and accurately shows the dimensioned building footprint of all buildings along with setbacks from property lines and other buildings, one survey would be acceptable

Thanks,
Scott

W. Scott Satula

Dir. of Inspection Services
ssatula@franklinwi.gov
9229 W Loomis Road
Franklin, WI 53132
414 425-0084
Franklinwi.gov

 **Franklin**
WISCONSIN

Please go to [www.franklinwi.gov /Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection%20Services) for information on inspections, applying for permits and permit pickup/payment.

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From: Ashley Poull <apoull@fred-inc.com>
Sent: Friday, May 13, 2022 9:24 AM
To: Scott Satula <[SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)>
Subject: RE: Seasons at Franklin - Impact fees

Scott,

I pulled the attached document from the website like you mentioned on our call yesterday. I just wanted to confirm that one survey for the entire site/development would be adequate?

Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com


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From: Ashley Poull
Sent: Friday, May 6, 2022 3:20 PM
To: [SSatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)
Subject: Seasons at Franklin - Impact fees

Scott,

I received your voicemail and went onto the Inspection Services website to pull the impact fees vs the ordinance. I've since updated my attached spreadsheet for your review. I understand we will still need to work through the water fee for the clubhouse and maintenance garage. Can you also confirm if our site is within the Southwest Sanitary Sewer Service Area? If you have any additional comments, please call my cell phone listed below.


Thanks,

Ashley Poull, Development Coordinator
Fiduciary Real Estate Development, Inc
789 North Water Street, Suite 200
Milwaukee, WI 53202
Direct Dial (414) 246-8405
Cell (262) 483-9100
E-mail apoull@fred-inc.com

 **Fiduciary**
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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
Reports & Recommendations	An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the General Fund, Capital Outlay Fund and TID 8 Capital Projects Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$1,286,407.00	ITEM NUMBER H.19.

Background

On November 28, 2023, the 2024 Annual Budget was approved. Through year end analysis, Department Heads have requested carryforward appropriations for unused 2023 Annual Budgeted funds into the 2024 Annual Budget. Within this carry forward request, the following specifically identified projects are included:

Trees & Landscaping	\$750.00	41-0551-5821	Capital Outlay Fund - Parks
Employee Recognition	\$1,000.00	01-0147-5726	General Fund – Administration
Software	\$120,000.00	41-0621-5843	Capital Outlay Fund - Planning
Franklin Senior Travel	\$7,590.00	01-0521-5721	General Fund - Recreation
Franklin Senior Activities	\$4,267.00	01-0521-5723	General Fund - Recreation
Contingency – Merit Pool	\$73,200.00	01-0199-5111	General Fund - Contingency
Trees & Landscaping	\$30,000.00	41-0551-5821	Capital Outlay Fund - Parks
Park Improvements – Dev.	\$40,000.00	41-0551-5832	Capital Outlay Fund - Parks
Park Equipment & Supplies	\$7,500.00	41-0551-5835	Capital Outlay Fund - Parks
Building Construction/Improvements	\$1,200.00	41-0331-5822	Capital Outlay Fund - Highway
Street Ext/Improvements	\$900.00	41-0331-5823	Capital Outlay Fund - Highway
S 27 th Street DOT Project	\$1,000,000.00	40-0331-5823.3027	TID 8 Capital Projects Fund - Highway
TOTAL Carry Forward	\$1,286,407.00		

Analysis

This budget amendment is needed to start the work on these projects.

Fiscal Note

The fiscal impact of the carry forwards is that unused 2023 funds, as specifically identified by account number in this request, will be used to fund these items which were all authorized in the 2023 Adopted Budget.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2024-____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budgets for the General Fund, Capital Outlay Fund and TID 8 Capital Projects Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$1,286,407.00.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY FUND AND TID 8 CAPITAL PROJECTS FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM THE 2023 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$1,286,407.00

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2023-2569, the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, Department Heads have requested unused funding appropriations be carried forward into 2024 in the amount of \$1,286,407.00 from the General Fund, Capital Outlay Fund and TID 8 Capital Projects Fund for specifically identified projects and expenditures which were not completed in 2023; and

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

Section 1 That the 2024 Budget for the General Fund be amended as follows:

General Fund

0147	Administration	Employee Recognition	Increase	\$1,000
0521	Recreation	Senior Citizen Travel	Increase	\$7,590
0521	Recreation	Senior Citizen Activities	Increase	\$4,267
0199	Contingency	Merit Pool	Increase	\$73,200

Section 2 That the 2024 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0551	Parks	Trees & Landscaping	Increase	\$750
0621	Planning	Software	Increase	\$120,000
0551	Parks	Trees & Landscaping	Increase	\$30,000
0551	Parks	Park Improvements	Increase	\$40,000
0551	Parks	Park Equipment/Supplies	Increase	\$7,500
0331	Highway	Building Construction	Increase	1,200
0331	Highway	Street Ext/Improvements	Increase	\$900

Section 3 That the 2024 Budget for the TID 8 Capital Projects Fund be amended as follows:

TID 8

0331	Highway	S 27 th Street DOT Project	Increase	\$1,000,000
------	---------	---------------------------------------	----------	-------------

Section 4 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 5 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 6 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

 Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:


John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	An Ordinance to Amend Municipal Code Section 222-4 To Add a Degradation Fee to Right-of-Way Permits	ITEM NO. All Ald Dists. B.20.

BACKGROUND

The Franklin road system is many times over the most expensive infrastructure owned by the City of Franklin. The cost to maintain the roadway system is increasingly more expensive each year and collected data shows that the average pavement condition is in poorer shape than prior years. The rate of replacing pavement efforts is unsustainable and approaching replacement every 100 years.

Staff has discussed the pavement replacement issue with the Board of Public Works (BOPW) and they recommended to the Common Council to adopt a degradation fee to the right-of-way permit fees to discourage utilities from excavating new pavement sections and provide a new revenue source for resurfacing projects. Degradation means the accelerated depreciation of the right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.

ANALYSIS

In 2022, the City adopted Ordinance No. 2022-2500 which repealed and recreated § 222-4 of the Municipal Code, relating to the City’s right-of-way permit structure and procedure. The changes to the code included the addition of insurance and surety requirements, nominal fee increases, and revised enforcement procedures.

One potential change discussed was additional fees for pavement cuts/excavations in recently paved roads, however no change was made as more research and information was needed. After further research by Staff the most commonly used method to determine additional fees for pavement cuts/excavations is a nonrefundable degradation fee calculated based on pavement age and size of excavation.

A common formula used for a degradation fee is the cost per square yard for street, overlay, and seal coat multiplied by a depreciation rate for the street, multiplied by the area of the excavation. The League of Wisconsin Municipalities (LWM) includes this method in their model right-of-way ordinance. However, this method requires regular updating of rates for street construction, overlay, seal coat, and keeping a depreciation table. It’s a cumbersome method that can be simplified for easier calculations to provide the degradation costs desired.

Staff found other municipalities using a modified LWM degradation fee calculation including Brookfield, Madison, Kenosha, Wisconsin Rapids, Chicago DOT, and many other small municipalities around Wisconsin.

Using a modified LWM calculation simplifies the formula for Staff and Permittees. **The modified degradation fee = P x (A/100) x BR**

- **P** = pavement age multiplier pavement age based on WISLR data [pavement rating system every two years and published on Wisconsin Department of Transportation's website]

Age of Street (years)	Pavement age multiplier (P)
Greater than 10	0.1
6-10	0.5
5	1
3-4	2
0-2	3

- **A** = area of excavation in SF (pavement, curb, and sidewalk), minimum 100 SF charge
- **BR** = base rate of \$1,000

*Example 1: a utility is proposing a 4'x4' excavation in a street paved 3 years ago.
Degradation fee = $2 \times (100/100) \times \$1,000 = \underline{\$2,000}$*

*Example 2: a utility is proposing a 10'x20' excavation in a street paved 7 years ago.
Degradation fee = $0.5 \times (200/100) \times \$1,000 = \underline{\$1,000}$*

*Example 3: a utility is proposing a 50'x12' excavation in a street paved 13 years ago.
Degradation fee = $0.1 \times (600/100) \times \$1,000 = \underline{\$600}$*

The minimum charge per excavation per pavement age is shown in the table below:

Pavement Age (yrs)	Age Multiplier (P)	Area (A)	Base Rate (BR)	Minimum Charge
>10	0.1	100 sf	\$1,000	\$100
6-10	0.5	100 sf	\$1,000	\$500
5	1	100 sf	\$1,000	\$1,000
3-4	2	100 sf	\$1,000	\$2,000
0-2	3	100 sf	\$1,000	\$3,000

The City of Greenfield has a degradation fee in their code, however they have recently started using a policy where they require full restoration for any street surface that was paved in the last 10 years, rather than the degradation fee. They require a minimum 10-ft long reconstruction that spans the full width of the roadway. Some discussion on this option was dismissive in that many excavations are for small observation holes to facilitate directional drilling and minimum spans seems excessive.

The City of Muskego has alternative method for consideration. They have two additional fees, one for size of the excavation, and one for pavement age. Muskego charges \$865 or \$1,265 depending on size of excavation and \$0 to \$3,000 depend on pavement age. Some discussion on this option was dismissive in that the cost really should reflect the extent of the excavation which would not be captured in really large or really small excavations.

The Franklin BOPW recommended to the Common Council that this degradation fee:

- Be nonrefundable and in addition to the current right-of-way permit fees; and
- Total right-of-way permit fee = administrative fee + refundable fee + degradation fee; and
- Not be required for the City and its contractors; and
- May be waived if the permittee performs full restoration (reconstruction of pavement and foundation to City standards, minimum 1 lane width); and
- Waived on a case by case basis as determined by the City Engineer; and
- Be collected specifically for maintenance of the roads above and beyond normal budgeted roadway maintenance funds.

OPTIONS

Adopt proposed ordinance, table, or other direction to Staff.

FISCAL NOTE

Per the BOPW recommendation of allocating all collected funds back to the repaving of streets, Staff reviewed all of the 2023 right-of-way permits, and it is estimated that approximately \$22,000 would have been added as a new revenue source for the Street Improvement Fund 47. This fund does not revert back to the general fund each calendar year. A budget amendment would be required when these funds are needed.

The 2023 estimate would generally provide for repaving of approximately 24 linear feet of roadway or 460 linear feet of seal coating. The base rate (BR) can be revisited after there is a track record of income generated by this new fee.

RECOMMENDATION

Motion to Adopt Ordinance 2024-_____, an ordinance to amend Municipal Code Section 222-4 and add a degradation fee to right-of-way permits.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

ORDINANCE TO AMEND SECTION 222-4 OF THE MUNICIPAL CODE TO
ADD A DEGRADATION FEE TO RIGHT-OF-WAY PERMITS

-

WHEREAS, the City wishes to update the permit for activities within the public right-of-way;
and

WHEREAS, the Board of Public Works has discussed this issue on December 12, 2023; and

WHEREAS, the Board has recommended to the Common Council the adoption of an amendment to the Municipal Code 222-4 to establish a new permit fee intended to discourage excavations in newer pavements and that these degradation fees be collected and reserved for future street improvements;
and

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

SECTION I. Section 222-4. D. be amended as follows [*note: deletions appear in strike-through text; additions appear in double underlined text*]:

Permit fee. The permit fees are given in the schedule in Subsection D(1) **and**, (2), **and (3)**. Upon written notice to the permit applicant, if restoration work is not completed or not deemed to be of acceptable quality by the Director of Public Works or his representative, the applicant will be given 20 days to correct all deficiencies. The City may then complete work or hire a contractor to correct the deficiencies and bill the applicant for work performed. **The City and its contractors shall not pay permit right-of-way permit fees for work due to general government functions.**

SECTION II. Section 222-4. D. (3) of the Municipal Code be added as follows:

(3) Degradation fee (nonrefundable) shall be collected to account for depreciation of public rights-of-way, caused by excavations of the public rights-of-way, resulting in the need to reconstruct such rights-of-way earlier than would be required if the excavations did not occur.

Excavation means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

(a) Degradation fee is calculated based on the following formula:

Degradation fee = P x (A/100) x BR Where:

P = Pavement age multiplier. Pavement age based on data stored in the Wisconsin Information System for Local Roads (WISLR) system managed by Wisconsin Department of Transportation.

A = Area of excavation in SF (pavement, curb, and sidewalk), minimum 100 SF in calculation

BR = base rate of \$1,000

Age of Street (years)	Pavement Age Multiplier (P)
Greater than 10	0.1
6-10	0.5
5	1
3-4	2
0-2	3

- (b) Degradation fee shall be waived by the City Engineer if permittee elects to restore, and upon completion of the restoration and its acceptance by the City as meeting all requirements pursuant to the laws therefore, the excavation, pavement, and foundation, following the City's Design Standards and Construction Specifications. Restoration shall be considered to be full reconstruction of the excavation area, pavement, and foundation, including any curb and gutter and sidewalk. Minimum restoration size shall be 10 feet by the full width of the road.
- (c) Degradation fees shall be waived for excavations performed by City or contractors working for the City.
- (d) Degradation shall be waived by the City Engineer if the excavation work is within a roadway scheduled for a pavement reconstruction or a pavement resurfacing project subsequent to, but in the calendar year of or following the excavation.
- (e) Degradation Fees shall be collected in fund and reserved for funding future street improvements.

SECTION III.

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 IV. All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

SECTION V. 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 on the _____ day of _____, 2024, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2024.


APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirly J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

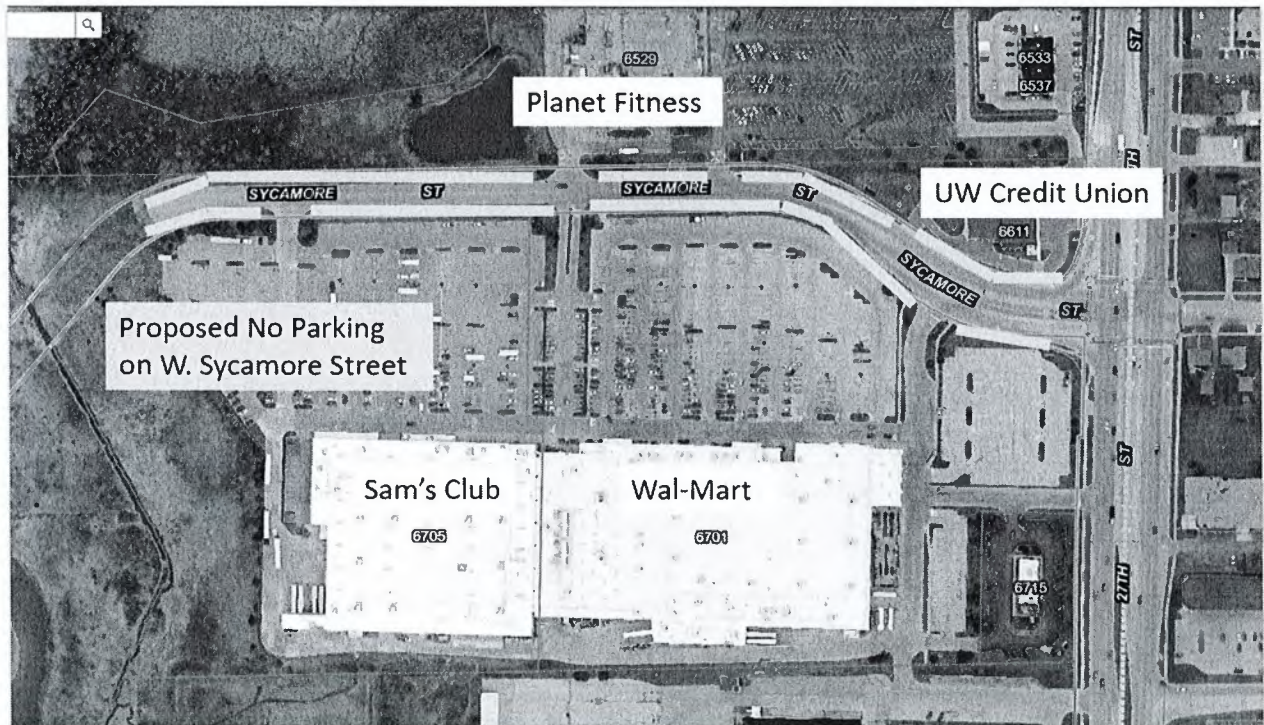
APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	An Ordinance to Modify the Municipal Code Section 245-5 D. (4) Designating No Parking on Both Sides of W. Sycamore Street from S. 27th Street to a Termination Point at Approximately 1,800 Feet West of Intersection with S. 27th Street	ITEM NO. Ald. District 3 B.21.

BACKGROUND

The Board of Public Works (BOPW) discussed overnight parking concerns with obstructions of snow fighting operations on W. Sycamore Street from S. 27th Street to the termination to the west (Sam’s Club) and have recommended to the Common Council that both sides be designated as “no parking.”

ANALYSIS

Of initial concern was snow fighting operations with large tractor trailers parking on the dead-end section in front of Sam’s Club (6705 W. Sycamore Street), but upon review, any parking on the entirety of this street segment would impede the flow of traffic and should be prohibited.



OPTIONS

- A. Full time parking restrictions on W. Sycamore Street
- B. Other direction to Staff

FISCAL NOTE

No impact to the budget. DPW can handle the additional signs in the existing operating budget.

RECOMMENDATION

(Option A) Adopt Ordinance 2024-____ An Ordinance to modify the municipal code section 245-5 D. (4) designating no parking on both sides of W. Sycamore Street from S. 27th Street to a termination point at approximately 1,800 feet west of intersection with S. 27th Street.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 D. (4) DESIGNATING NO PARKING ON BOTH SIDES OF W. SYCAMORE STREET FROM S. 27TH STREET TO A TERMINATION POINT AT APPROXIMATELY 1,800 FEET WEST OF INTERSECTION WITH S. 27TH STREET

WHEREAS, some sections of Franklin roads are not conducive to parking and can prohibit the safe travels of the traveling public and snow fighting operations of the City; and

WHEREAS, the Board of Public Works discussed the particulars of W. Sycamore Street from S. 27th Street to the western terminus of the road; and

WHEREAS, on February 13, 2024 the Board of Public Works recommended to the Common Council that parking restrictions be made.

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

SECTION I. Section 245-5 D. (4) of the Municipal Code of the City of Franklin is hereby amended as follows [note deletions appear in strike-through text, additions appear in double-underlined text]:

ADD:

Name of Street	Sides	Location
<u>W. Sycamore Street</u>	<u>Both</u>	<u>From S. 27th Street to a termination point at approximately 1,800 feet west of intersection with S. 27th Street</u>

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.


APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirly J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

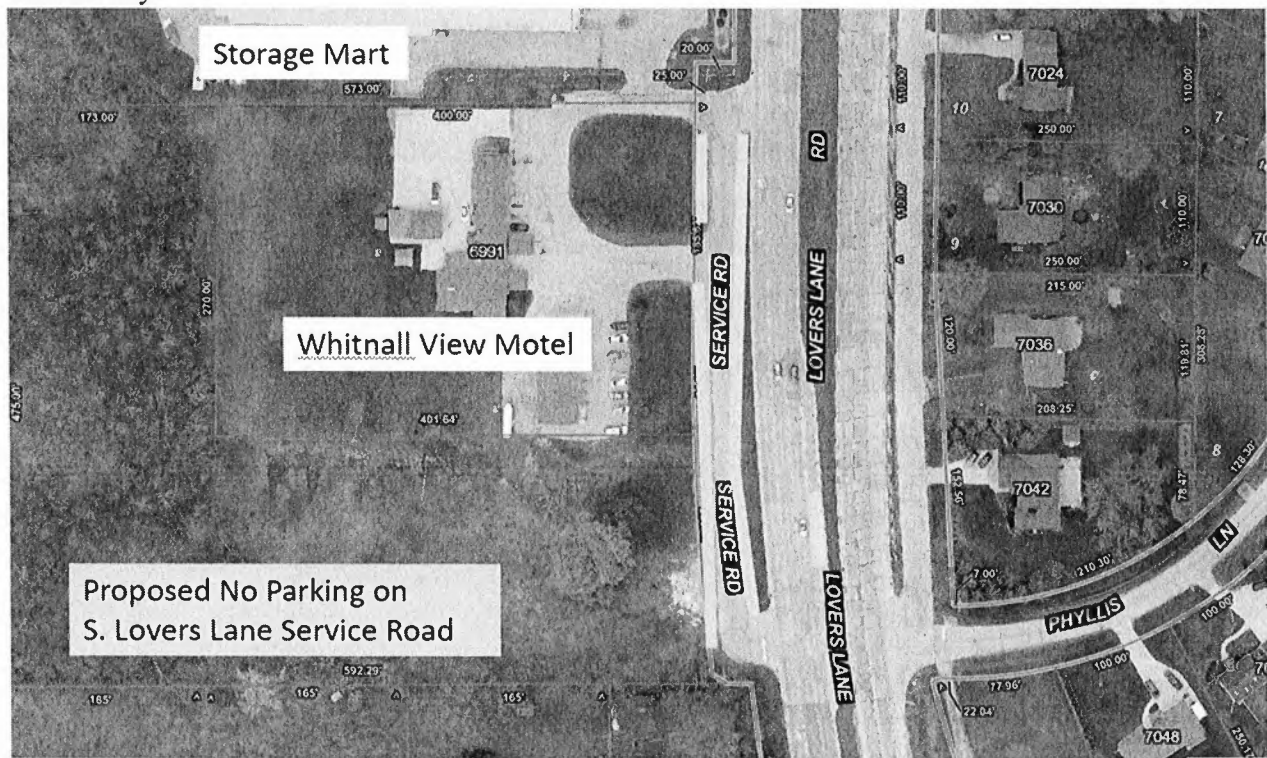
APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	An Ordinance to Modify the Municipal Code Section 245-5 D. (4) Designating No Parking on Both Sides of West Service Road of S. Lovers Lane from Intersection of S. Phyllis Lane to a Point 450 Feet North	ITEM NO. Ald. District 6 H. 22.

BACKGROUND

The Board of Public Works (BOPW) discussed overnight parking concerns with obstructions of snow fighting operations on a service road located on the west side of S. Lovers Lane (STH 100) in the vicinity of 6991 S. Lovers Lane Road (Whitnall View Motel) and have recommended to the Common Council that both sides be designated as “no parking.”

ANALYSIS

The primary concern is snow fighting operations with large tractor trailers parking on this segment of roadway.



OPTIONS

- A. Full time parking restrictions on the S. Lovers Lane Service Road
- B. Other direction to Staff

FISCAL NOTE

No impact to the budget. DPW can handle the additional signs in the existing operating budget.

RECOMMENDATION

(Option A) Adopt Ordinance 2024-____ An Ordinance to Modify the Municipal Code Section 245-5 D. (4) Designating No Parking on both sides of West Service Road of S. Lovers Lane from intersection of S. Phyllis Lane to a point 450 feet north.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 D. (4) DESIGNATING NO PARKING ON BOTH SIDES OF WEST SERVICE ROAD OF S. LOVERS LANE FROM INTERSECTION OF S. PHYLLIS LANE TO A POINT 450 FEET NORTH

WHEREAS, some sections of Franklin roads are not conducive to parking and can prohibit the safe travels of the traveling public and snow fighting operations of the City; and

WHEREAS, the Board of Public Works discussed the particulars of the western service road of S. Lovers Lane at S. Phyllis Lane; and

WHEREAS, on February 13, 2024 the Board of Public Works recommended to the Common Council that parking restrictions be made.

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

SECTION I. Section 245-5 D. (4) of the Municipal Code of the City of Franklin is hereby amended as follows [note deletions appear in strike-through text, additions appear in double-underlined text]:

ADD:

Name of Street	Sides	Location
<u>S. Lovers Lane- western service road</u>	<u>Both</u>	<u>From S. Phyllis Lane to a point 450 feet north</u>

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.


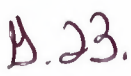
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirly J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Authorize Amendment 1 to Agreement with Kueny Architects LLC for the DPW and Fire Campus Site Civil Design and 11,000 square foot DPW Building Design In the Amount of \$40,653.00	ITEM NUMBER Ald Dist 1 

BACKGROUND

The 2023 Budget included \$2,964,000 in the 46- Capital Improvement Fund for a “DPW Cold Storage Building, Other Prep”. This project was included as there are two antiquated buildings on the DPW campus site (7979 W. Ryan Road) that are currently used for storage. The former City Hall and pre-1995 DPW garage facilities are anticipated to be demolished in the near future. DPW has inadequate and inefficient storage for equipment that is increasingly more expensive to replace and new storage building at the DPW site is desperately needed.

On March 7, 2023, Common Council authorized Kueny Architects, LLC to provide architectural design services for DPW and Fire Campus and 11,000 square foot DPW Storage Building at 7979 W. Ryan Road in the amount of \$86,849.50. Staff was also authorized to advertise the project for construction bids.

On November 9, 2023, the project appeared before the Plan Commission for approval of a site plan amendment to allow for redesign of the existing yard, including development of a new storage building and yard waste drop off area. Additionally, Plan Commission was asked to determine as to whether the proposed storage building may be considered a Principal Structure. Staff was instructed to hold a neighborhood meeting to discuss the project. Item was tabled to the December 7, 2023 meeting.

Bids for the project were received on November 14, 2023 and Common Council rejected all bids on January 16, 2024 with direction to Staff to return with a contract amendment for Kueny Architects, LLC to design an addition to the existing DPW facility.

ANALYSIS

Staff has reviewed the level of effort needed for Kueny to perform this additional work (\$46,994.50) and the credit from unused effort needed from the March 7, 2023 authorization (\$6,341.00) making a net cost of this amendment to be \$40,653.00. Note that the date of the Agreement was June 4, 2023.

A Kueny proposal dated January 22, 2024 is attached. Staff has already been meeting with Kueny on efforts to complete this construction project in 2024.

FISCAL NOTE

This project was included in the 2023 Capital Improvement Fund with borrowing needed. The project budget is \$2,964,000. The borrowing was included in the General Obligation Bond sold on November 28, 2023 with \$2,980,000 included for this project. The Bond requires that the City spend 10% of the proceeds of the issue in six months, 45% in twelve months, 75% in eighteen months, and 100% within 24 months. Interest earnings on the invested bond proceeds are counted in testing against these percentages. However, these percentage benchmarks apply to the entire

bond issue in the aggregate, not on a purpose/project basis. The bond also includes the Lovers Lane Water Tower and Watermain which will start construction this spring.

If the City does not meet one or more of these spending benchmarks, it just means that we don't qualify for an exception to rebate, and if we earned positive arbitrage, it must be rebated back to the Treasury. Ehlers will be providing calculations towards the end of the 24-month period to verify whether in fact there is any positive arbitrage. In the event of an IRS exam, we would want to have had these calculations completed in advance. And if there are positive arbitrage earnings, the City would need to make the rebate payment, which is due at the five-year mark.

OPTIONS

Approve or Modify Amendment to Kueny

COUNCIL ACTION REQUESTED

A Resolution to authorize Amendment 1 to Agreement with Kueny Architects LLC for the DPW and Fire Campus Site Civil Design and 11,000 square foot DPW Building Design in the amount of \$40,653.00;

And Authorize Staff to solicit bids for the construction of the improvements in 2024.

Engineering: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-____

A RESOLUTION TO AUTHORIZE AMENDMENT 1 TO AGREEMENT WITH KUENY ARCHITECTS LLC FOR THE DPW AND FIRE CAMPUS SITE CIVIL DESIGN AND 11,000 SQUARE FOOT DPW BUILDING DESIGN IN THE AMOUNT OF \$40,653.00

WHEREAS, the Department of Public Works (DPW) has outgrown the spaces at the facility located at 7979 W. Ryan Road including two antiquated and inefficient buildings;

WHEREAS, Kueny Architects, LLC has provided design services for a separate storage facility at the DPW campus and all bids were rejected;

WHEREAS, it is anticipated that connection to the existing facility will be more cost effective.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials are authorized to enter into an amendment 1 to agreement with Kueny Architects LLC for the DPW and Fire Campus Site Civil Design and 11,000 square foot DPW Building Design in the amount of \$40,653.00.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

AMENDMENT

This Amendment 1 To Agreement dated June 4, 2023 between the City of Franklin and Kueny Architects, LLC to provide DPW and Fire Campus Site Civil Design and 11,000 square foot DPW Building Design

Description of Modifications. Architect shall cease efforts on original agreement and perform redesign of DPW storage facility as outlined in Kueny Architects proposal dated January 22, 2024 an attached as Attachment A-1

For the Additional Services or the modifications to services set forth above, Owner shall pay Architect the following additional compensation:

- (\$6,341.00) Credit from original agreement
- \$46,994.50 Efforts to perform work in additional services
- \$40,653 50 Net cost of this amendment

All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect

The Effective Date of this Amendment is February 22, 2024.

CITY OF FRANKLIN, WISCONSIN
 BY _____
 PRINT NAME John R Nelson
 TITLE Mayor
 DATE _____

Kueny Architects, LLC
 BY _____
 PRINT NAME _____
 TITLE _____
 DATE _____

BY _____
 PRINT NAME Shirley J Roberts
 TITLE City Clerk
 DATE _____

BY _____
 PRINT NAME Danielle Brown, M B A
 TITLE Director of Finance and Treasurer
 DATE _____

Approved as to form

 Jesse A Wesolowski, City Attorney

DATE _____



City of Franklin, WI

Department of Public Works Storage Facility & Master Site Design

Request for Proposal
Architectural & Engineering

REVISED

January 22, 2024

Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158

ATTACHMENT "A-1"

A) Letter of Interest

January 22, 2024

City of Franklin Engineering Department
9229 W. Loomis Road
Franklin, WI 53152

Regards: DPW Storage Facility Addition

Attention: Glen Morrow, P.E. City Engineer

Dear Glen,

Thank you for the opportunity to once again present our architectural/engineering design & construction oversight services to the City of Franklin. Enclosed, you will find our response to your request for additional services for a new Department of Public Works (DPW) Storage Facility.



Brown Deer Public Works

Very Truly Yours,

Jon P. Wallenkamp, AIA ALA,
Partner

B) Table of Contents

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A) Letter of Interest	
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C) <u>Project Understanding & Work Plan (Revised)</u>	
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Task #3 – Bidding	Pages 4-5
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C) Project Understanding & Work Plan for Additional Services

Project Understanding

We understand The City of Franklin wishes to amend our current services agreement for architectural/engineering design and oversee construction for a 12,500 square foot storage facility addition and site redesign for DPW campus.

- **Main Storage Facility**

The precast concrete wall panel building with a structural steel roof should consist of a 12,500 square foot (96' x 130') footprint. The main space will be used to house seasonal equipment. The unheated drive-through storage garage will have 18' tall doors and overhead storage, i.e., mezzanine. Further space development to be determined along with HVAC, electrical, and any plumbing.

Work Plan

Task 1 – Project Startup, Design Development

Task 2 – Construction Documents

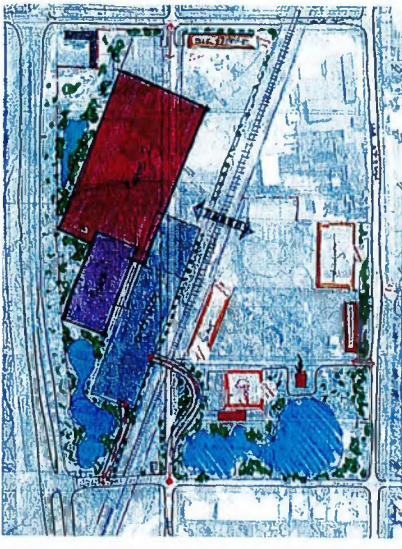
Task 3 – Bidding

Task 4 – Construction Oversight

Task 1 – Project Startup, Design Development

The intended goal of this Task is to meet with the Selection Team, review any facility/site data that may have changed since the program was completed, and provide several conceptual. Our tasks are listed below, specifically:

1. **Kick-off meeting**, set project scope and schedule and establish agenda for meetings and expected timeline.
2. Conduct interviews with key staff to assess any recent program changes and further needs within the scope.
3. Review the site and document nearby utilities, adjacencies, parking, and access.
4. Evaluate soil conditions with/without report findings.
5. Identify and evaluate any green building opportunities.
6. Provide cost estimates and model the schematic design for both projects into a 3-D computer model. This software can generate plans, renderings, and animations for greater understanding of the final project.
7. Present conceptual plans to staff, gather input and make refinements.
8. Update cost estimates.
9. Review preliminary building materials and finishes.



Deliverable:

- AutoCAD/Revit files of conceptual designs for both projects.
- Cost Analysis of the alternatives developed.

Task 2 – Construction Documents

1. Select the electrical, lighting, plumbing and structural systems that will be designed into the new building. Layout the basic facility and the complete campus site engineering needs and discuss general framing requirements.
2. Present any new, projected timelines for approval. Documents provided will include floor plans, sections, construction details and color renderings of the building.
3. Continued layout of site electrical, lighting plumbing, and structural systems that will be designed into the buildings.
4. An outline of major material specifications and systems will be provided.
5. As the design is refined, Kueny Architects will meet with owner at the beginning, 50%, 90%, and 100% milestones. Any comments will be incorporated into the plans.
6. At the 100% milestone, Kueny Architects will present the plans to the owner for final approval.
7. Update cost estimates and notify owner in writing of any changes to the cost estimate based on project development through the construction document phase.

The Architect and Consultants will prepare drawings and specifications per applicable codes and standards. Full plan sets will be provided including, Architectural, Civil, Structural, Mechanical and Electrical Plans. Sections and Specifications suitable for construction result. Deliverables will be provided in pdf format using Autodesk Revit.

Deliverable:

- Final construction documents will contain complete design drawings, specifications incorporating all required State of Wisconsin and local provisions. Prior to the release of the documents, Kueny Architects will help secure the required State and Local Plan Approvals as required.

Task 3 – Bidding

1. Kueny Architects will provide a final review of the necessary bid documents to prospective bidders.
2. Identify bid alternates that may be included in the bid process to reduce the project scope and budgeted amount.
3. Kueny Architects will participate in the following areas as required by the owner.
 1. Interview Contractors
 2. Assist in writing addenda per questions asked by bidders.
 3. Attend a Pre-bid Meeting
 4. Assist Purchasing in creating a bid tabulation grid.
4. Kueny Architects will **attend the bid opening** and provide bid analysis assistance and issue a recommendation to the owner and notify awarded bidders.
5. Kueny Architects will create a construction schedule to be approved by owner.

(4)

Task 4 – Construction Oversight

1. Site Visits – Members of the Design Team will be present on the site consistent with the progress of construction. It is our practice to be an advocate for the Owner in our approach to construction observation services. **All travel related to this project will be included in our fees for services. No per diem charge is typically added.**
2. Shop Drawings and Submittals -The Design Team will review allshop drawings, RFIs and submittals in accordance with the design scope. The field coordination of mechanical trades will be done by those trades.
3. Construction Progress Meetings – Kueny Architects will administer project meetings. It is anticipated these meetings would be held bi-weekly at the construction site.
4. Monthly Payment Applications – Kueny Architects, LLC will review and certify the monthly progress payments as is customary. It is anticipated these applications will be made on AIA format documents. In addition, our team will prepare the necessary payroll reporting as required by any outside funding sources.
5. Provide periodic project reports to owner staff.

Project Close-out

1. The Architect will organize the final inspection of the project by the Architect and Engineers. Based on this inspection, the Architect will prepare and distribute the Punch List to all affected parties.
2. The Architect will aid the contractor during initial start-up, testing, and adjustment of equipment.
3. The Architect will prepare the Final Record Drawings (As built) for presentation to the owner. These will consist of the original contract drawings, updated, changed or redrawn, if necessary, to indicate the actual construction of the project, based on the Architect's own observations and data supplied by the Contractors. Reproductions and digital copies of the Record drawings will be made available for the Owner's future use.

Post Construction

The Architect and consulting Engineers will make themselves available to consult on any matter arising regarding this project for as long as necessary after project completion.

1. If the Owner-Contractor Agreement requires a one-year warranty period for all the work done, the Architect will organize a Warranty Inspection Meeting approximately 11 months after substantial project completion. This inspection will define any areas of the work that will require repair or replacement under the warranty provisions. The Architect will prepare and transmit all written documents required, to inform all parties of these deficiencies.

Meetings

Kickoff Meeting. Here we will conduct a meeting with appropriate staff and employees. The purpose of this meeting will be to introduce the team, explain the scope and goals, answer any questions or concerns, and convey our philosophy that each employee has a stake in the success of the project

Project Team Meeting This short meeting often immediately follows the Kickoff Meeting. Our team members will meet with County staff to explain the work plan, and ask any questions i.e., requested information, project duration and availability of team members



Staff Meetings We will schedule with staff various meetings to gain perspectives regarding service delivery. These meetings will be scheduled throughout the project to compile and explain data, and/or explain our means and methods

Architect/Engineering Services - Franklin 01W
Detailed Pricing

Firm name: Kuey Architects, LLC
Date: January 22, 2024

DESIGN SERVICES	CONSULTANT	PRELIMINARY DESIGN		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BOOKING + CONTRACT		CONSTRUCTION ADMIN.		WARRANTY		SUB-TOTAL	COST PER HOUR	100% Site Design Storage Facility and Generator	Storage Facility and Generator		
		COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS						
ARCHITECTURE	Kuey Architects	Completed																			
	Ben Vallejos - Project Manager	50.00	0	\$8,400.00	80	\$18,900.00	180	\$29,400.00	280	\$4,200.00	40	\$15,600.00	320	\$1,520.00	24	\$105	\$9,702.00	974	10%	\$4,851.00	
	John Schmalzbaue - Project Engineer	50.00	0	\$5,100.00	46	\$8,310.00	74	\$17,250.00	150	\$2,200.00	20	\$7,200.00	80	\$1,840.00	15	\$115	\$4,430.00	386	10%	\$4,439.00	
	Lee Anderson - Arch Intern	50.00	0	\$5,130.00	54	\$5,130.00	54	\$10,260.00	220	\$1,800.00	20	\$7,600.00	280	\$1,800.00	40	\$95	\$8,460.00	668	10%	\$6,346.00	
	Rodrigo Gutierrez - Cad Tech	50.00	0	\$1,900.00	20	\$3,800.00	40	\$15,200.00	160	\$1,900.00	20	\$7,200.00	24	\$0.00	0	\$95	\$2,980.00	264	10%	\$2,508.00	
	Randall Shoen - Cad Tech	50.00	0	\$5,130.00	54	\$5,130.00	54	\$10,260.00	320	\$1,800.00	8	\$7,200.00	24	\$0.00	0	\$95	\$4,370.00	46	0%	\$0.00	
	Jeff Shoben - Q/C	50.00	0	\$5,130.00	4	\$5,130.00	14	\$1,900.00	20	\$7,600.00	8	\$0.00	0	\$0.00	0	\$95	\$4,370.00	46	0%	\$0.00	
	Janis Stanley - Admin	50.00	0	\$8,600.00	4	\$2,600.00	40	\$10,400.00	360	\$1,560.00	24	\$8,050.00	130	\$1,560.00	24	\$85	\$2,430.00	382	10%	\$2,483.00	
	Terra Ice																				
	Linda Johnson - Project Engineer	50.00	0	\$7,500.00	70	\$7,500.00	35	\$5,250.00	50	\$5,250.00	6	\$2,520.00	24	\$8,400.00	8	\$105	\$14,070.00	134	100%	\$14,070.00	
Jeff Francis - Engineer	50.00	0	\$4,200.00	4	\$1,650.00	10	\$3,825.00	30	\$0.00	0	\$0.00	0	\$0.00	0	\$105	\$4,820.00	44	100%	\$4,820.00		
MECHANICAL	Root																				
	Adam Harris - Project Engineer	50.00	0	\$1,470.00	14	\$840.00	8	\$4,200.00	40	\$2,100.00	2	\$2,100.00	2	\$4,200.00	4	\$105	\$7,350.00	70	5%	\$3,675.00	
ELECTRICAL	Root																				
	Adam Harris - Project Engineer	50.00	0	\$1,470.00	14	\$840.00	8	\$4,200.00	40	\$2,100.00	2	\$2,100.00	2	\$4,200.00	4	\$105	\$7,350.00	70	5%	\$3,675.00	
PLUMBING	Root																				
	Adam Harris - Project Engineer	50.00	0	\$1,470.00	14	\$840.00	8	\$4,200.00	40	\$2,100.00	2	\$2,100.00	2	\$4,200.00	4	\$105	\$7,350.00	70	10%	\$7,350.00	
STRUCTURAL	Kuey / Root																				
	Adam Harris - Project Engineer	50.00	0	\$1,470.00	14	\$840.00	8	\$4,200.00	40	\$2,100.00	2	\$2,100.00	2	\$4,200.00	4	\$105	\$7,350.00	70	5%	\$3,675.00	
FIRE PROTECTION	Root																				
	Rich Root - Project Engineer	50.00	0	\$4,470.00	8	\$840.00	8	\$4,470.00	200	\$2,100.00	2	\$2,100.00	2	\$4,470.00	2	\$105	\$23,310.00	222	5%	\$1,165.50	
TECHNOLOGY	Kuey																				
	Jan Walker - Project Manager	50.00	0	\$5,300.00	6	\$7,980.00	24	\$4,400.00	86	\$2,100.00	2	\$4,400.00	8	\$2,100.00	2	\$95	\$2,940.00	252	5%	\$640.50	
SUSTAINABILITY	Kuey / Root																				
	Jan Walker - Project Engineer	50.00	0	\$5,300.00	6	\$7,980.00	24	\$4,400.00	86	\$2,100.00	2	\$4,400.00	8	\$2,100.00	2	\$95	\$2,940.00	252	5%	\$640.50	
SUB-TOTAL																					
SPECIAL SERVICES																					
SUB-TOTAL																					
TOTAL																					

Remaining balance from June 4, 2023 agreement (\$5,220.50 Construction admin and \$1,120.50 Warranty)
Amended Services Amount

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	Authorization to Solicit and Receive Bids for Kayla's Playground Poured in Place Flooring at Franklin Woods Park at 3723 W. Puetz Road (TKN 854 9936 000)	ITEM NO. Ald. District 4 

BACKGROUND

Kayla's Playground at Franklin Woods Park at 3723 W. Puetz Road (TKN 854 9936 000) was opened in October 2015- 8.5 years ago. The Playground is very well attended and has many visitors throughout the year. As a busy the playground, the rubberized surface is ready for replacement.

ANALYSIS

The 2015 flooring project bid was awarded for \$109,954.75. That 2015 project did not include the subsurface preparation that was accomplished with DPW and volunteer efforts. This 2024 project will include removal of existing flooring, preparation of subgrade, and replacement of surface.

Fourth District Alderwoman Day has been working with Ms. Shelly Runte on application to Saputo for a grant to partially pay for this project.

Staff has completed the 2024 bid specifications and has advertised for the project. Staff is seeking Common Council's authorization to continue the process and receive bids for the project currently scheduled for March 14, 2024. Analysis of the bids and award of the contract will be at a future Common Council meeting.

When construction occurs, the playground is expected to be closed up to four weeks, probably the month of June, 2024.

OPTIONS

Authorize Staff to continue the solicitation and receive bids, or
Other direction to Staff



FISCAL NOTE

There is \$300,000 in the Capital Improvement Plan 2024 Budget, with \$50,000 anticipated funding by local donation and \$50,000 spend down of donation fund monies provided by local companies and residents throughout the community. However, Staff is requesting that only \$45,000 of the \$50,000 of the donation fund monies be used to allow for \$5,000 to fund expenses associated with the Ambassadors program. With the anticipated \$95,000 use of donations, only \$205,000 is anticipated to be spent from the Capital Improvement Plan Fund. Note: if the \$50,000 local donation application is not approved, then \$255,000 will be spent from the Capital Improvement Plan Fund.

RECOMMENDATION

Direct Staff to continue soliciting and receiving bids for Kayla's Playground poured in place flooring at Franklin Woods Park at 3723 W. Puetz Road (TKN 854 9936 000).

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$6,005 OF MERIT POOL COSTS TO ENGINEERING PERSONNEL COSTS	ITEM NUMBER 

Background

On November 28, 2023, the Common Council adopted Ordinance No. 2023-2569 which adopted the 2024 Annual Budget. The Engineering Department Personnel Budget was completed based on existing analysis and recommendations. In March 2022, the City Engineer unsuccessfully asked for a merit increase for Tyler Beinlich. There are not enough funds in the 2024 Engineering Personnel Budget to support a 5% increase in total personnel costs. A 5% increase equals \$6,005 in total personnel costs. The approved change of status form was signed and with a start date of January 25, 2024. A budget amendment is needed to support this change.

Per City Engineer – “Tyler is extremely valuable to the smooth operation of the Engineering Department.”

The City Engineer & Director of Administration are available to answer any questions.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to transfer \$6,005 of Merit Pool appropriations to Engineering Personnel appropriations in support of the proposed changes.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the General Fund to transfer \$6,005 of Merit Pool Costs to Engineering Personnel Costs.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$6,005 OF MERIT POOL COSTS TO ENGINEERING PERSONNEL COSTS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget does not support appropriations for an increase in Engineering Department Personnel Costs; and

WHEREAS, a budget amendment is needed to support a \$6,005 increase; and

WHEREAS, there is sufficient merit pool funds to support a \$6,005 increase; and

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

Section 1 That the 2024 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Salaries	Decrease	\$6,005.00
0321	Engineering	Salaries & Benefits	Increase	\$6,005.00

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>gm</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 21, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund to Provide Additional Resources and Appropriations for Various Health Grants</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>H. 261</i></p>

Background

The City was awarded various health grants with funding continuations into the 2024 calendar year. These grants operate on a fiscal year ending on June 30, 2024 or September 30, 2024. Programs to operate these grants did not spend all the allotted grant dollars in the quarter ended Dec 31, 2023 that were provided by the Grant. The 2024 budget only includes resources and appropriations covering labor expenses. On February 6, 2024, the Common Council authorized the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Analysis

The Health Director is requesting that the un-used 2023 Grant funds be carried over to 2024 to preserve the resources allocated to these grants.

Options

Without a budget amendment, \$52,349 of Grant resources could be lost, resources that can protect Franklin citizens based on analysis and assessment of community needs in addition to services that are required by State and Municipal codes.

Recommendation

The Health Director and the Finance Director recommend adoption of the attached Budget Amendment.

Fiscal Impact

Revenues

25-0000-4143.7010	Increase	\$4,372
25-0000-4143.7034	Increase	\$32,196
25-0000-4143.7033	Increase	\$11,280
25-0000-4143.7018	Increase	\$1,001
25-0000-4143.7029	Increase	\$3,500

Appropriations – The Director of Health and Human Services and Director of Finance will determine which expenditure accounts are appropriate to allocate expense funds to.

Project 7010	Increase	\$4,372
Project 7034	Increase	\$32,196
Project 7033	Increase	\$11,280
Project 7018	Increase	\$1,001
Project 7029	Increase	\$3,500

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to Amend Ordinance No. 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund to Provide Additional Resources and Appropriations for Various Health Grants.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE HEALTH GRANTS FUND TO PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS FOR VARIOUS HEALTH GRANTS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the Common Council approved the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department; and

WHEREAS, these grants assist the Franklin Health Department in offering programming and services to residents based upon analysis and assessment of community needs in addition to the services required by State and Municipal codes, and

WHEREAS, the Preventative Health and Health Services (PHHS) Block Grant was awarded to the City of Franklin for an agreement term period of October 1, 2022 through September 30, 2024, and

WHEREAS, the Bioterrorism Public Health Emergency Preparedness (PHEP & CRI) Programs and Tobacco Prevention Control (WI WINS & TPCP Comm Intrvns) Programs were awarded to the City of Franklin for an agreement term period of July 1, 2023 through June 30, 2024; and

WHEREAS, appropriations are needed in the 2024 budget to process invoices pertaining to the grants; and

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

Section 1 That a 2024 Health Grant Fund Budget be amended as follows:

Health Grant Fund

Resources

PHHS Grant	25-0000-4143.7010	Increase	\$4,372.00
PHEP Grant	25-0000-4143.7034	Increase	\$32,196.00
Bio CRI Grant	25-0000-4143.7033	Increase	\$11,280.00
WI WINS Grant	25-0000-4143.7018	Increase	\$1,001.00
TPCP Comm Intrvns Grant	25-0000-4143.7029	Increase	\$3,500.00

Appropriations

PHHS Grant	Project 7010	Increase	\$4,372.00
PHEP Grant	Project 7034	Increase	\$32,196.00
Bio CRI Grant	Project 7033	Increase	\$11,280.00
WI WINS Grant	Project 7018	Increase	\$1,001.00

TPCP Comm Intrvns Grant Project 7029 Increase \$3,500.00

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:


John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

*APPROVED

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/2024
Reports and Recommendations	Motion to authorize the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.	ITEM NUMBER 5.12

Background: The Wisconsin Division of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run within the 2024 calendar year:

- PHHS Prevention Grant: \$4,372 (1/1/2024-9/30/2024)
- Bioterrorism Preparedness Grant (PHEP BP4 Carryover): \$32,196 (1/1/2024-6/30/2024)
- Bioterrorism Preparedness Grant (CRI BP4 Carryover): \$11,280 (1/1/2024-6/30/2024)
- Tobacco Control and Prevention WI WINS Grant: \$1,001 (1/1/2024-6/30/2024)
- Tobacco Control and Prevention (TPCP Community Intrvns): \$3,500 (1/1/2024-6/30/2024)

These grants assist the FHD in offering programming and services to residents based upon analysis and assessment of community needs in addition to the services required of us by State and Municipal codes. The WI WINS Grant and TPCP Community Intrvns grant contracts were originally approved by council in August of 2023. The grant fund values listed above are the specific dollars carrying into 2024 for the budget cycle.

Recommendation: The Director of Health and Human Services recommends approval to accept and authorization to execute and deliver the Division of Public Health Consolidated Contract Grants for 2024 awarded to the Franklin Health Department.



Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to authorize the acceptance, execution and delivery of the 2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Health Department: LG

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE HEALTH GRANT FUNDS TO PROVIDE ADDITIONAL \$9,800 OF RESOURCES & APPROPRIATIONS FOR THE NEW ALLIANCE WI YOUTH STATE OPIOID RESPONSE PREVENTION GRANT (SOR3)	ITEM NUMBER 

Background

On February 6, 2024, the Common Council approved the Director of Health and Human Services to accept and execute the Alliance WI Youth State Opioid Response Prevention Grant (SOR3) Agreement for opioid misuse prevention efforts. The goal of this grant is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities.

Analysis

Recipients of federal financial assistance (FFA) from Health and Human Services must administer their programs in compliance with state and federal civil rights law.

Funding Application

3 cases (case of 75 bags)	\$1,600/case	\$4,800.00
10 units (Naloxone Education and Information Dissemination Work Plan)	\$500/unit	\$5,000.00

Recommendation

The Director of Finance & Treasurer recommends the adoption the proposed 2024 Budget Amendment to provide additional \$9,800 of resources & appropriations for the new SOR3 Grant.

Fiscal Note

Resources	25-0000-4143.7025	SOR3 Grant	\$9,800.00
Appropriations	25-0411-5312.7025	Office Supplies	\$4,800.00
Appropriations	25-0411-5313.7025	Printing	\$5,000.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to Amend Ordinance No. 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Health Grant Funds to Provide Additional \$9,800 of Resources & Appropriations for the New Alliance WI Youth State Opioid Response Prevention Grant (SOR3).

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE HEALTH GRANT FUNDS TO PROVIDE ADDITIONAL \$9,800 OF RESOURCES AND APPROPRIATIONS FOR THE NEW ALLIANCE WI YOUTH STATE OPIOID RESPONSE PREVENTION GRANT (SOR3)

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the Common Council approved the Director of Health and Human Services to accept and execute the Alliance WI Youth State Opioid Response Prevention Grant (SOR3) Agreement; and

WHEREAS, the health and safety of the City of Franklin can be threatened by alcohol, marijuana, tobacco and prescription drugs, and

WHEREAS, the grant was awarded to the City of Franklin for an agreement term period of September 30, 2023 through September 30, 2024, and

WHEREAS, appropriations are needed in the 2024 budget to process invoices pertaining to the grant; and

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

Section 1 That a 2024 Health Grant Fund Budget be amended as follows:

Health Grant Fund

SOR3 Grant Revenues	25-0000-4143.7025	Increase	\$9,800.00
SOR3 Grant Office Supplies	25-0411-5312.7025	Increase	\$4,800.00
SOR3 Grant Printing	25-0411-5313.7025	Increase	\$5,000.00

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

***APPROVED**

APPROVAL JR	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2021
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept and execute the Alliance WI Youth State Opioid Response (SOR3) Prevention Grant Agreement.	ITEM NUMBER 2.5.

Background: Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County awarding Alliance WI Youth State Opioid Response (SOR3) Prevention grants to local community coalitions focused on substance misuse prevention. The goals of the SOR3 grant is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities.

CA has awarded the Franklin Health Department (FHD) a SOR3 grant in the amount of \$9,800.

Analysis: The SOR3 grant would enhance FHD and Volition Franklin efforts around substance misuse prevention. Specifically this funding would provide the FHD the opportunity to increase education efforts around opioid misuse prevention through the following activities:

- Printing of naloxone handouts for community education purposes
- Drug lock bags for dissemination to the Franklin community

The updated contract has been reviewed by the City Attorney and approved for signature pending Council approval.

Fiscal Note: The above objectives would occur with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the acceptance and execution of the Alliance WI Youth State Opioid Response (SOR3) Prevention Grant Agreement for opioid misuse prevention efforts.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: right;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 21, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$48,365.79 OF UNUSED 2023 PLANNING DEPARTMENT SOFTWARE APPROPRIATIONS AND PROVIDE ADDITIONAL APPROPRIATIONS ASSOCIATED WITH THE HOUSEAL LAVIGNE ASSOCIATES, LLC CONTRACT IN THE AMOUNT OF \$16,510.00</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: right;"><i>B.28.</i></p>

Background

The 2024 Annual Budget was approved by the Common Council on November 28, 2023. The Unified Development Ordinance (UDO) rewrite is being developed by the Department of City Development, with assistance from Houseal Lavigne Associates, LLC and Birchline Planning, LLC. The Common Council authorized a professional agreement for this project in June 2021. The UDO rewrite project is currently at step four out of six: (1) Project Kick Off; (2) Public Engagement, (3) Current UDO Diagnosis and Preliminary Recommendations, (4) Draft UDO Sections and Review Meetings, (5) Draft and Final UDO and (6) Adoption and Implementation.

On January 16, 2024, Common Council approved the Director of Finance to bring forth a budget amendment providing unused 2023 funds to be carried forward into the 2024 budget as well as using fund balance to provide additional appropriations of funding to the Houseal Lavigne Associates, LLC contract. The extension of the contract allows for the final UDO Rewrite project to be completed.

Fiscal Note

The proposed budget amendment amount will carry forward \$48,365.79 of unused 2023 appropriations into the 2024 budget. Also, the proposed budget amendment will provide additional appropriations to fund the remainder of the contract augment needed to complete the UDO Rewrite project.

The GL account for this amendment are as follows:

41-0621-5843	Increase	\$48,365.79
41-0621-5843	Increase	\$16,510.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual budgets for the Capital Outlay Fund to Carryforward \$48,365.79 of Unused 2023 Planning Department Software Appropriations and Provide Additional Appropriations Associated with the Houseal Lavigne Associates, LLC Contract in the Amount of \$16,510.00.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$48,365.79 OF UNUSED 2023 PLANNING DEPARTMENT SOFTWARE APPROPRIATIONS AND PROVIDE ADDITIONAL APPROPRIATIONS ASSOCIATED WITH THE HOUSEAL LAVIGNE ASSOCIATES, LLC CONTRACT IN THE AMOUNT OF \$16,510.00

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2023 Annual Budget provided for a Planning Department Software allocation in the Capital Outlay Fund; and

WHEREAS, the Planning Department has struggled with finalizing the UDO Rewrite project due to staffing issues which caused a great impact on the project completion; and

WHEREAS, Common Council has approved the contract augment for Houseal Lavigne Associates, LLC on January 16, 2024; and

WHEREAS, Common Council has approved additional appropriations be authorized to fund the remainder of the UDO Rewrite project; and

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

Section 1 That a 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

Planning Department	Software	Increase	\$48,365.79
Planning Department	Software	Increase	\$16,510.00

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>gm</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 21, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Carryforward \$10,820.00 of Unused 2020 Appropriations for the Senior Citizen Travel Account</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M.29.</i></p>

BACKGROUND

On December 21, 2021, the Common Council approved \$10,820.00 of unused senior citizen travel funds from the 2020 Annual Budget be carried forward into the 2022 Budget. The entry was never entered into our Accounting Software (BS&A). This error caused future budgets to not reflect the approved carry forward. This carryforward into the 2023 Annual Budget is necessary to reflect unused funds and allow for unused funds to be carried forward into the 2024 Annual Budget.

RECOMMENDATION

The Director of Finance is requesting a \$10,820.00 Budget Amendment be approved for the necessary cleanup of the financials prior to the 2023 Annual Budget.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-____, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Carryforward \$10,820.00 of Unused 2020 Appropriations for the Senior Citizen Travel Account.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO CARRYFORWARD \$10,820.00 OF UNUSED 2020 APPROPRIATIONS FOR THE SENIOR CITIZEN TRAVEL ACCOUNT

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 Common Council approved \$10,820.00 of unused senior citizen travel funds from the 2020 Budget to be carried forward into the 2022 Budget; and

WHEREAS, in 2022, an allocation was not made to support the unused funds; and

WHEREAS, in 2023, the senior citizen travel group has requested that unused appropriations from the 2020 budget be carried forward into future budget years as a recovery mechanism from the pandemic; and

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

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

General Fund

Recreation	Senior Citizen Travel	Increase	\$10,820.00
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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.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:



John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

- ORD. 2021-2489
AMEND CH. 178
NUISANCES -
FIREWOOD STORAGE
- G.4. Alderman Mayer moved to adopt Ordinance No. 2021-2489, AN ORDINANCE TO AMEND MUNICIPAL CODE CHAPTER 178 NUISANCES REGARDING OUTSIDE STORAGE OF FIREWOOD, as amended. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.
- PREPAY 2022 FIRE
DEPT. PUMPER
- G.5. Alderman Mayer moved to authorize to prepay 100% of the 2022 Seagrave TR50CA Marauder Pumper from the 2022 Equipment Replacement Fund to take advantage of a \$21,274 discount to the City. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- VIETNAM VETERANS
MEMORIAL REPLICA
WALL
- G.6. Alderman Barber moved to approve a contract with the Vietnam Veterans Memorial Fund, Inc. to host the display of a scale replica of 'The Wall That Heals' Vietnam Veterans Memorial located in the District of Columbia, including the Mobile Education Center, in the City of Franklin, from June 30, 2022 -July 3, 2022. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- ORD. 2021-2490
AMEND ORD. 2021-2486
BUDGET FOR UNUSED
2020 SENIOR TRAVEL
FUNDS
- G.7. Alderman Holpfer moved to adopt Ordinance No. 2021-2490, AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE GENERAL FUND TO APPROPRIATE UNUSED 2020 FUNDS BUDGETED FOR THE SENIOR TRAVEL PROGRAM. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried. Amount approved \$10,820.00 - DB Entered
- 2022 QUARRY
MONITORING
PROFESSIONAL
SERVICES
AGREEMENT
- G.8. Alderman Barber moved to approve the Quarry Monitoring Professional Services Agreement for calendar year 2022 with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- Alderman Nelson vacated his seat at 9:03 p.m.
- ORD. 2021-2491
AMEND UDO - 15-3.0603
PERMITTED USE IN B-2,
B-5, M-1 DISTRICTS
- G.9. Alderwoman Hanneman moved to adopt Ordinance No. 2021-2491, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NOS. 1711 "PLUMBING, HEATING AND AIR-CONDITIONING"; 1721 "PAINTING AND PAPER HANGING"; 1731 "ELECTRICAL WORK"; 1741 "MASONRY, STONE SETTING, AND OTHER STONE WORK"; 1742 "PLASTERING, DRYWALL, ACOUSTICAL, AND INSULATION WORK"; 1743 "TERRAZZO,

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	A Resolution to Issue Contract Change Order No. 2 to Payne and Dolan, Inc. for the 2023 Local Street Improvement Program in the Amount of \$4,224.90	ITEM NO. All Ald. Districts 

BACKGROUND

On April 3, 2023, Common Council awarded the 2023 Local Street Improvement Program (LSIP) and contract to Payne and Dolan, Inc., in the amount of \$1,517,040.58 (Res. No. 2023-7967).

Portions of the following areas were included in the 2023 LSIP contract:

- W. Hawthorne Lane, W. Meadow Lane, S. 90th Street, S. 92nd Street, W. Coventry Drive, S. Nottingham Way, W. Winston Way, S. 66th Street, W. Charles Court, W. Robinwood Lane, W. Woelfel Road, and the Franklin Public Library parking lot.

ANALYSIS

These activities are necessary. Approval of the change order is needed to close out the project based on actual final quantities of unit price items that were placed.

Change Order No. 2 includes field modifications to W. Woelfel Road based on poor subgrade conditions. The field conditions during construction raised concerns that the existing pavement and subgrade was not in sound enough condition to perform the milling and paving as originally anticipated so changes to the mill and paving depth were made. The change order also includes the final quantity adjustments based on actual placed quantities.

Staff recommends issuance of contract Change Order No. 2 to Payne and Dolan, Inc. for \$4,224.90.

OPTIONS

Approve or deny.

FISCAL NOTE

The 2023 Adopted Budget allocated \$1,590,000 in available funds for the City's road program (47-0331-5823) and \$450,000 for the Library parking lot (46-0331-5836). Ordinance 2023-2537 was adopted that carried over \$35,000 from the 2022 budget for curb and gutter replacements. This curb and gutter work was completed within the 2023 LSIP.

	Road Program	Library Parking Lot
	GL 47-0331-5823	GL 46-0331-5836
47-0331-5823	\$1,590,000.00	--
46-0331-5836	--	\$450,000.00
Original Contract	-\$1,201,084.84	-\$315,955.74
2023 LSPM Contract	-\$112,048.08	--
DPW/material costs	-\$101,813.34	-\$45,760.46
Other projects from 5823	-\$90,000.00	--
Ord. 2023-2537 carry over	\$35,000.00	--
Change Order No .1	-\$10,153.43	--
Change Order No. 2	-4,224.90	--
Remainder/contingent	\$105,675.41	\$88,283.80

The proposed contract change order of \$4,224.90 does not exceed 15 percent of the original contract.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2024 - _____, a resolution to issue contract change order No. 2 to Payne and Dolan, Inc. for the 2023 Local Street Improvement Program Resurfacing in the amount of \$4,224.90.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 2
TO PAYNE AND DOLAN, INC.
FOR THE 2023 LOCAL STREET IMPROVEMENT PROGRAM
IN THE AMOUNT OF \$4,224.90

WHEREAS, on April 3, 2023, Common Council awarded the 2023 Local Street Improvement Program and contract to Payne and Dolan, Inc., in the amount of \$1,517,040.58; and

WHEREAS, a modification of original contract quantities and the addition of contract items for construction on W. Woelfel Road between S. 92nd Street and S. Sanctuary Road were needed, resulting in an increase of \$4,224.90.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 2 for the 2023 Local Street Improvement Program be issued to Payne and Dolan, Inc. in the amount of \$4,224.90.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 2 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 2

Dated: 01/25/2024

PROJECT NAME 2023 Local Street Improvement Program

PROJECT LOCATION Various locations

CONTRACTOR: Payne & Dolan, Inc.

CONTRACT FOR: City of Franklin

Nature of the Changes:

This change order includes field modifications to Woelfel Road based on poor subgrade conditions. The field conditions during construction raised concerns that the existing pavement and subgrade was not in sound enough condition to perform the milling and paving as originally anticipated so changes to the mill and paving depth were made. The change order also includes final quantity adjustments based on actual placed quantities.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 1,517,040.58

Contract price prior to this Change Order \$ 1,527,194.01

Net Increase resulting from this Change Order \$ 4,224.90

Current contract price including this Change Order \$ 1,531,418.91

Net (Increase/Decrease) in time resulting from this Change Order None
(Days)

The above changes are Approved by:

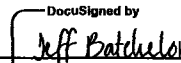
Mayor

City Clerk

Contractor:

By: John R. Nelson

By: Shirley J. Roberts

By: 
5785325C54C0449

Date: _____

Date: _____

Date: 1/29/2024 | 9:50 AM PST

Director Finance & Treasurer

City Attorney

By: Danielle Brown

By: Jesse A. Wesolowski

Date: _____

Date: _____

BASE BID

LINE	ITEM	NAME	UNIT	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT PRICE	ORIGINAL CONTRACT COST	CONTRACT QTY AFTER CHANGE ORDER NO. 1	CHANGE ORDER NO. 1 PRICE	CHANGE ORDER NO. 2 QTY CHANGE	CONTRACT QTY AFTER CHANGE ORDER NO. 2	CONTRACT COST AFTER CHANGE ORDER NO. 1 + 2
1	1	Pulverize Asphaltic Pavement	SY	5,500.00	2.93	16,115.00	5,500.00	2.93	1,877.13	7,377.13	21,615.00
2	2	Mill Asphaltic Pavement	SY	26,110.00	2.16	56,397.60	23,950.00	2.16	3,189.00	27,139.00	58,620.24
3	3	HMA Pavement (3 LT 58-28 S)	TON	1,245.00	62.14	77,364.30	3,105.00	62.14	-875.53	2,229.47	138,539.27
4	4	HMA Pavement (5 LT 58-28 H)	TON	5,940.00	76.42	453,934.80	4,800.00	76.42	202.16	5,002.16	382,265.07
5	5	Tack Coat	GAL	4,045.00	2.27	9,182.15	3,895.00	2.27	-1,270.00	2,625.00	5,958.75
6	6	Base Aggregate Stabilization	TON	348.00	41.79	14,542.92	290.00	41.79	-290.00	0.00	-
7	7	Remove and Replace Asphalt Binder	TON	435.00	87.59	38,101.65	360.00	87.59	-360.00	0.00	-
8	8	Remove and Replace Concrete Curb & Gutter	LF	2,776.00	64.75	179,746.00	2,776.00	64.75	1,155.00	3,931.00	254,532.25
9	9	Adjust and Repair Sanitary Manhole	EA	25.00	1,363.33	34,083.25	25.00	1,363.33	0.00	25.00	34,083.25
10	10	Adjust and Repair Water Valve Box	EA	17.00	600.00	10,200.00	17.00	600.00	0.00	17.00	10,200.00
11	11	Adjust and Repair Storm Inlet	EA	9.00	1,235.00	11,115.00	9.00	1,235.00	0.00	9.00	11,115.00
12	12	Rebuild or Replace Storm Inlet	EA	34.00	4,000.00	136,000.00	34.00	4,000.00	0.00	34.00	136,000.00
13	13	Adjust and Report Storm Manhole	EA	27.00	1,333.64	36,008.28	27.00	1,333.64	0.00	27.00	36,008.28
14	14	Inlet Covers	EA	5.00	975.00	4,875.00	5.00	975.00	-5.00	0.00	-
15	15	Remove and Replace Concrete Sidewalk	SF	400.00	10.00	4,000.00	400.00	10.00	0.00	400.00	4,000.00
16	16	Pavement Marking Paint 4-Inch White	LF	2,050.00	0.85	1,742.50	2,050.00	0.85	-72.00	1,978.00	1,681.30
17	17	Pavement Marking Paint 4-Inch Yellow	LF	2,460.00	0.85	2,091.00	2,460.00	0.85	26.00	2,486.00	2,113.10
18	18	Base Aggregate Dense 3/4-Inch	TON	174.00	35.00	6,090.00	174.00	35.00	-109.54	64.46	2,256.10
19	19	Curb Ramp Detectable Warning Field Yellow	EA	4.00	380.00	1,520.00	4.00	380.00	0.00	4.00	1,520.00
20	20	Construction Staking Curb Ramps	EA	4.00	419.61	1,678.44	4.00	419.61	0.00	4.00	1,678.44
71	27	Mill Asphaltic Pavement (W Meadow Lane)	SY	-	-	-	2,160.00	4.43	0.00	2,160.00	9,568.80
72	28	Fine Grade for HMA	SY	-	-	-	2,160.00	2.75	4,320.00	6,480.00	17,820.00
							BASE BID TOTAL	\$ 1,094,787.89		\$ 1,104,941.32	\$ 1,129,574.84

MANDATORY ALT 1 (Woelfel)


LINE	ITEM	NAME	UNIT	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT PRICE	ORIGINAL CONTRACT COST	CONTRACT QTY AFTER CHANGE ORDER NO. 1	CHANGE ORDER NO. 1 PRICE	CHANGE ORDER NO. 2 QTY CHANGE	CONTRACT QTY AFTER CHANGE ORDER NO. 2	CONTRACT COST AFTER CHANGE ORDER NO. 1 + 2
21	2	Mill Asphaltic Pavement	SY	3,305.00	2.95	9,749.75	3,305.00	2.95	1,652.50	4,957.50	14,624.63
22	4	HMA Pavement (5 LT 58-28 H)	TON	710.00	79.02	56,104.20	710.00	79.02	-365.66	344.34	27,209.75
23	5	Tack Coat	GAL	460.00	2.27	1,044.20	460.00	2.27	-310.00	150.00	340.50
24	6	Base Aggregate Stabilization	TON	88.00	46.30	4,074.40	88.00	46.30	-88.00	0.00	-
25	7	Remove and Replace Asphalt Binder	TON	120.00	87.37	10,484.40	120.00	87.37	-120.00	0.00	-
26	8	Remove and Replace Concrete Curb & Gutter	LF	30.00	75.00	2,250.00	30.00	75.00	-28.00	2.00	150.00
27	9	Adjust and Repair Sanitary Manhole	EA	6.00	1,400.00	8,400.00	6.00	1,400.00	0.00	6.00	8,400.00
28	10	Adjust and Repair Water Valve Box	EA	7.00	700.00	4,900.00	7.00	700.00	-1.00	6.00	4,200.00
29	11	Adjust and Repair Storm Inlet	EA	1.00	1,275.00	1,275.00	1.00	1,275.00	1.00	2.00	2,550.00
30	12	Rebuild or Replace Storm Inlet	EA	1.00	4,175.00	4,175.00	1.00	4,175.00	-1.00	0.00	-
31	16	Pavement Marking Paint 4-Inch White	LF	2,200.00	0.85	1,870.00	2,200.00	0.85	42.00	2,242.00	1,905.70

32	17	Pavement Marking Paint 4-inch Yellow	LF	2,200.00	\$ 0.85	\$ 1,870.00	2,200.00	\$ 0.85	334.00	2,534.00	\$ 2,153.90
33	18	Base Aggregate Dense 3/4-inch	TON	2.00	\$ 50.00	\$ 100.00	2.00	\$ 50.00	-2.00	0.00	\$ -
73	3	HMA Pavement (3 LT 58-28 S)	TON	-	-	-	0.00	\$ 62.14	678.17	678.17	\$ 42,141.48
74	28	Fine Grade for HMA	SY	-	-	-	0.00	\$ 2.75	3,305.00	3,305.00	\$ 9,088.75
				MANDATORY ALT 1 TOTAL		\$ 106,296.95	\$ 106,296.95				\$ 112,764.71

MANDATORY ALT 4 (Library)											
LINE	ITEM	NAME	UNIT	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT PRICE	ORIGINAL CONTRACT COST	CONTRACT QTY AFTER CHANGE ORDER NO. 1	CHANGE ORDER NO. 1 PRICE	CHANGE ORDER NO. 2 QTY CHANGE	CONTRACT QTY AFTER CHANGE ORDER NO. 2	CONTRACT COST AFTER CHANGE ORDER NO. 1 + 2
56	2	Mill Asphaltic Pavement	SY	6,940.00	3.03	\$ 21,028.20	6,940.00	\$ 3.03	0.00	6,940.00	\$ 21,028.20
57	3	HMA Pavement (3 LT 58-28 S)	TON	1,040.00	67.50	\$ 70,200.00	1,040.00	\$ 67.50	287.37	1,327.37	\$ 89,597.48
58	4	HMA Pavement (5 LT 58-28 H)	TON	620.00	94.78	\$ 58,763.60	620.00	\$ 94.78	91.69	711.69	\$ 67,453.98
59	5	Tack Coat	GAL	490.00	2.27	\$ 1,112.30	490.00	\$ 2.27	(115.00)	375.00	\$ 851.25
60	6	Base Aggregate Stabilization	TON	1,945.00	37.35	\$ 72,645.75	1,945.00	\$ 37.35	(1,945.00)	0.00	\$ -
61	8	Remove and Replace Concrete Curb & Gutter	LF	435.00	63.69	\$ 27,705.15	435.00	\$ 63.69	117.00	552.00	\$ 35,156.88
62	11	Adjust and Repair Storm Inlet	EA	7.00	1,275.00	\$ 8,925.00	7.00	\$ 1,275.00	0.00	7.00	\$ 8,925.00
63	17	Pavement Marking Paint 4-inch Yellow	LF	3,687.00	0.40	\$ 1,474.80	3,687.00	\$ 0.40	0.00	3,687.00	\$ 1,474.80
64	18	Base Aggregate Dense 3/4-inch	TON	70.00	35.00	\$ 2,450.00	70.00	\$ 35.00	187.84	257.84	\$ 9,024.40
65	19	Curb Ramp Detectable Warning Field Yellow	EA	1.00	400.00	\$ 400.00	1.00	\$ 400.00	0.00	1.00	\$ 400.00
66	22	Prepare Foundation for Asphaltic Pavement	LS	1.00	16,889.04	\$ 16,889.04	1.00	\$ 16,889.04	0.00	1.00	\$ 16,889.04
67	23	Pavement Marking Paint Symbols	EA	5.00	20.00	\$ 100.00	5.00	\$ 20.00	0.00	5.00	\$ 100.00
68	24	Parking Lot-ADA Compliant Sidewalk	SF	1,705.00	15.18	\$ 25,881.90	1,705.00	\$ 15.18	258.00	1,963.00	\$ 29,798.34
69	25	Parking Lot-ADA Compliant Signing	EA	5.00	222.00	\$ 1,110.00	5.00	\$ 222.00	0.00	5.00	\$ 1,110.00
70	26	Parking Lot-Vehicle Stops	EA	6.00	145.00	\$ 870.00	6.00	\$ 145.00	0.00	6.00	\$ 870.00
				MANDATORY ALT 4 TOTAL		\$ 315,955.74	\$ 315,955.74				\$ 289,079.36

\$ 1,531,418.91

Original Contract	\$ 1,517,040.58
Change Order No. 1	\$ 10,153.43
Change Order No. 2	\$ 4,224.90
Final Contract	\$ 1,531,418.91

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	A Resolution for Amendment 1 to raSmith, Inc Agreement for Additional Design Services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$12,200	ITEM NO. Ald Dist 2 B. 31.

BACKGROUND(institutional)

On August 15, 2023, Common Council authorized raSmith, Inc. to provide design services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$42,050. Working with the Parks Commission, the attached preliminary park plan was approved at the December 2024 Parks Commission.

The preliminary park plan includes walking paths with benches and boardwalks over and around the wetlands. Including parking near the water towers, there are about 30 parking spaces. A restroom and areas for picnics are also a feature.

The project is ready for full design and other efforts to make this a usable park when the water towers are expected to be completed in the fall of 2025.

ANALYSIS

raSmith is ready to proceed with the full design of the park, pending any additional comments by the Common Council. raSmith has the following tasks to do in their current contract:

- D. Permitting
 1. *Coordinate permits for site work, including NOI, DSPS and any related DNR permits needed for the boardwalks or trails through wetlands. We understand the city has already acquired the permits needed from WisDOT for driveway access to HWY 100 / Lovers Lane. NOTE: All applicable permit fees will be billed as a reimbursable expense.*
- E. Design Development and Construction Documents
 1. *Prepare final site plans for the park, including grading and erosion control, utilities, landscape, paving, trails and boardwalks, amenities and stormwater management for the parking area if necessary. It is assumed that all natural area planting and management will be designed by Root-Pike WIN, and that the boardwalks will be simple wood framing / planking sitting on pads (no footings into wetlands).*
 2. *Prepare details and specifications / notes (on plan sheets — no project manual).*
 3. *Prepare base signage design and verbiage for signage along trail system.*
 4. *Work with the City to select a prefabricated restroom building and coordinate the design and specs with the vendor.*
 5. *Prepare a construction cost estimate for the development of the park improvements.*
 6. *Prepare front end bid documents per the city requirements and format. We are assuming the City will be bidding the project, conducting pre-bid and pre-con meetings, and construction administration services.*

To bring the entirety of the park project to fruition, the following services are needed:

- Certified Survey Map (CSM) to
 - combine all four parcels into one lot
 - dedication of a half right-of-way on the northern side to compliment the 30-foot reservation for public road purposes as recorded in CSM 5913
 - dedicate water easements for the watermain and ultimate tower site
 - dedicate conservation easements over wetlands and other natural features
- Rezone parcels from R-8 (residential) and C-1 (conservation) zoning to I-1 (institutional) zoning.
- WisDOT access modification to S. Lovers Lane Road via the northside driveway/ public road

raSmith is qualified to provide all of the additional services listed above and Staff has reviewed the level of effort needed for these services.

OPTIONS

Approve, Deny, or Modify the amendment to the raSmith contract.

FISCAL NOTE

There is \$100,000 in the 2023 Capital Improvement Plan budget for Water Tower Park (Fund 41). 47% of this effort is eligible for park impact funding. This \$100,000 could also fund wetland work by others.

Total costs allocated for this project to date:

\$42,050 raSmith design (08/15/2023)

\$12,200 raSmith Amend 1 (02/21/2024)

\$54,250

RECOMMENDATION

Authorize Resolution 2024-____ a Resolution for Amendment 1 to raSmith, Inc Agreement for Additional Design Services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$12,200.

Engineering: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION FOR AMENDMENT 1 TO RASMITH, INC AGREEMENT FOR
ADDITIONAL DESIGN SERVICES AT WATER TOWER PARK-
8120 S. LOVERS LANE ROAD (TKN 801-9986-000) FOR \$12,200

WHEREAS, the City is developing a park at 8120 S. Lovers Lane Road (TKN 801-9986-000); and

WHEREAS, raSmith, Inc. is providing design services for this passive park; and

WHEREAS, a CSM and other survey and planning services are needed to facilitate the completion of the park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials are authorized to enter into an amendment 1 to agreement with raSmith, Inc. for design services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$12,200.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

DATE	
DESCRIPTION	

16745 W. Blumond Road
 Bushland, WI 53005-5918
 (262) 781-1000
 rosmith.com

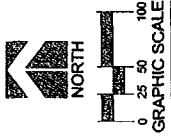
CREATIVES BEYOND BOUNDARIES

ROSMITH

Bushland, WI | Sheboygan, WI | Appleton, WI | Madison, WI
 Oshkosh, WI | Milwaukee, WI | Waukegan, WI

WATER TOWER PARK
CITY OF FRANKLIN
PRELIMINARY PARK PLAN

DATE: 12/22/23
SCALE: 1" = 50'
JOB NO. 230713
DRAWN BY: JMM
CHECKED BY: JMM
SHEET NUMBER: C200



SITE CALCULATIONS

TOTAL AREA OF LOT = 83,624 SQ FT = 1.91 ACRES
 WETLAND = 378,710 SQ FT = 8.60 ACRES
 WETLAND BUFFER = 204,118 SQ FT = 4.68 ACRES
 YOUNG WOODLAND = 48,335 SQ FT = 1.10 ACRES
 DRIVE, WATER TOWERS AND STORMWATER POND = 56,340 SQ FT = 1.28 ACRES
 REMAINING LAND FOR USE = 635 ACRES
 TRAIL LENGTH = 1.0 MILE LOOP

AMENDMENT

This Amendment 1 To Agreement dated August 11, 2023 between the City of Franklin and R.A. Smith, Inc. to provide park plans for the Water Tower Park project.

Description of Modifications. Prepare CSM, legal descriptions, and easement exhibits to combine lots and create necessary conservation and utility easement as outlined in R.A. Smith's proposal dated January 30, 2024 and attached as Attachment A-1

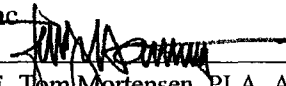
For the Additional Services or the modifications to services set forth above, Owner shall pay Architect the following additional compensation:

\$7,300.00	Prepare CSM
<u>\$4,900.00</u>	Prepare Legal Descriptions
\$12,200.00	Net cost of this amendment

All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect.

The Effective Date of this Amendment is February 22, 2024.

CITY OF FRANKLIN, WISCONSIN
 BY: _____
 PRINT NAME: John R Nelson
 TITLE: Mayor
 DATE: _____

R.A.Smith, Inc.
 BY: 
 PRINT NAME: Tom Mortensen, PLA, ASLA
 TITLE: Site Planner/Landscape Architect
 DATE: February 14, 2024

BY: _____
 PRINT NAME: Shirley J. Roberts
 TITLE: City Clerk
 DATE: _____

BY: _____
 PRINT NAME: Danielle Brown, M.B.A
 TITLE: Director of Finance and Treasurer
 DATE: _____

Approved as to form.

Jesse A Wesolowski, City Attorney

DATE _____



CREATIVITY BEYOND ENGINEERING

Attachment A-1

R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781 1000 | rasmith.com

January 30, 2024

Mr Glen Morrow
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

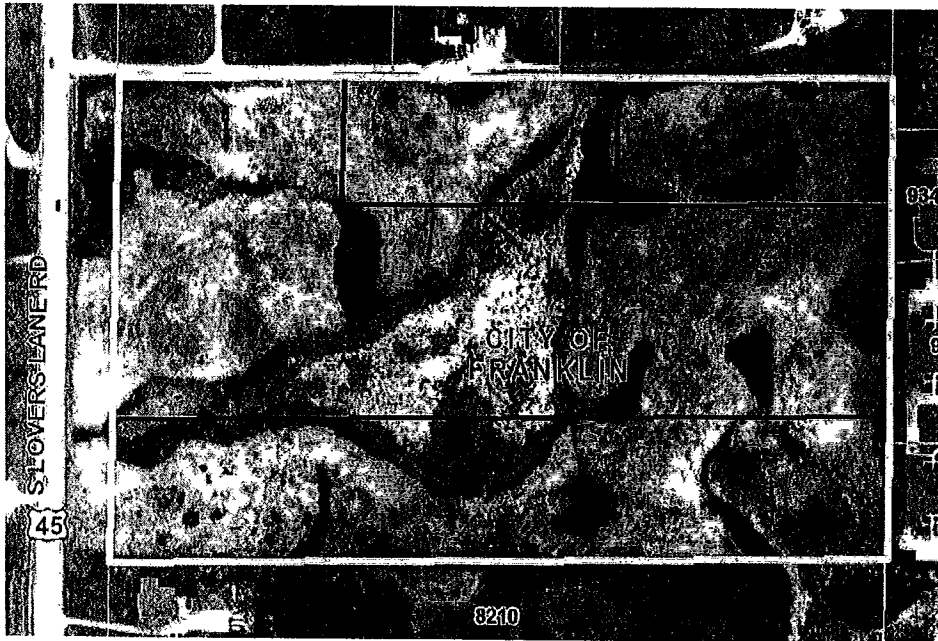
Re Certified Survey Map Proposal for Water Tower Park
raSmith Project No 3220173

Dear Mr Morrow

Thank you for allowing raSmith to provide you with a proposal for professional services We look forward to working with City of Franklin on the Water Tower Park project We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs

Site Address

8120 S. Lovers Lane Road (TKN 801-9986-000)



Abbreviated Legal Description of Property

Part of the Northeast 1/4 of Section 2, Town 5 North, Range 21 East, containing ~21.5 acres

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI | Cedarburg, WI
Naperville, IL | Irvine, CA



Scope of Services

Task 1: Prepare 1 Lot Certified Survey Map (CSM) Work will commence by performing a boundary survey of the 4 properties Scope includes:

- dedication along North line for road purposes
- required Wetland, Conservation Easements and Buffers
- Watermain Easements
- Access modifications/restrictions

Task 2: Prepare legal descriptions and exhibit for use (by others) in easement creation and rezoning purposes

- Three legal descriptions for rezoning purposes (R-8, C-1 & I-1)
- Two legal descriptions and exhibits for watermain purposes
- One temporary construction easement
- up to four Conservation Easements

The fee includes a file in portable document format (pdf) and/or 4 prints of an initial version of the deliverable

An AutoCAD Civil 3D drawing file of the data collected and assembled will be provided to the client only upon completion of the project and payment in full, IF requested by client within 60 days of completion

Completion Schedule

The above services will be completed in accordance with the City's design and submittal schedule

Professional Fees

The above services for **Task 1** will be provided for a Lump Sum Fee of \$7,300 Services will be billed each month based on the work completed

The above services for **Task 2** will be provided on a time and expense basis with an estimate of \$4,900 Services will be billed each month based on the work completed

This proposal is based on current site conditions Field work impaired by dense vegetation or crops may affect the fee estimate and/or the completion schedule It is assumed Task 1 will be authorized prior to the 2024 growing season

This proposal is based on minimal snow coverage Extreme weather conditions and/or snow accumulation may affect the fee estimate and/or the completion schedule

Usual and customary expenses such as mileage, printing, delivery and postage are not included in the lump sum fee and will be billed at cost as a reimbursable expense

Client Responsibilities/Assumptions

Submittal, Review and recording fees are not included

Attendance at meetings is not included

Monuments will be set after municipal approval



Water Tower Park
Page 3 / January 30, 2024

Preparation of a Topographic and utility Survey is not included, and is to be provided by the City of Franklin

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 120 days

Client shall allow/provide unobstructed access to, across, within the subject property, including adjacent properties if overlap is required

Client shall provide raSmith with a complete legal description of the property to be surveyed. A copy of the Client's title insurance commitment or deed of record is preferred. If unable to provide, raSmith will purchase current deed of record and any charges will be considered reimbursable charges in addition to any professional fees stated in this proposal.

raSmith recommends Client provide raSmith copies of recorded easements. A current title insurance commitment is the preferred source for this information.


raSmith offers an array of supplemental services that are available at your request. Please refer to Attachment A for a complete list of our services.

We look forward to working with you on this project.

Sincerely,
raSmith

A handwritten signature in black ink that reads "John P. Casucci".

John P. Casucci, PLS
Senior Survey Project Manager

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	Authorization to Bid the 2024 Local Street Improvement Program Resurfacing and Preventative Maintenance Contracts	ITEM NO. All Ald. Districts

B.32.

BACKGROUND

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

The 2024 Local Street Improvement Program (LSIP) will be advertised and bid as two separate contracts. One contract (Resurfacing) will contain the segments receiving pulverize or mill and overlay treatments. The other contract (Preventative Maintenance) will contain the segments receiving seal coating treatments.

The proposed 2024 LSIP was presented to the Board of Public Works (BOPW) in August 2023, and forwarded to the City Finance Director. The BOPW recommended that the Common Council direct Staff to proceed to advertise and bid the 2024 Road Program.

After evaluating the pavement ratings and models, the Engineering Department requested that funding for the LSIP be set to \$3,000,000. The 2024 Adopted Budget allocated \$2,200,000.

ANALYSIS

The following roads are proposed to be bid this year. Roads are generally prioritized from top to bottom of the list. If bids do not allow all roads to be included, roads will be eliminated considering the available budget and priority.

Resurfacing

- W. Puetz Road (W. St Martins Road to S. 76th Street)
- W. Minnesota Avenue (S. 51st Street to S. 48th Street)
- S. 49th Street (W. Marquette Avenue to W. Rawson Avenue)
- W. Franklin Drive (S. 60th Street to S. 54th Street)
- W. Marquette Avenue (Pleasant View Elementary to east termini)
- S. 84th Street (W. Puetz Road to W. Hilltop Lane)

Crack Sealing and Seal Coating

- See attached 2024 Preventative Maintenance Preliminary Listing for Bid

OPTIONS

- A. Direct Staff to proceed to advertise and bid both contracts of the 2024 Local Street Improvement Program. Note that the bids will return to Common Council for awarding contracts. Or
- B. Refer back to Staff with further direction.

FISCAL IMPACT

The approved 2024 Street Extension/Improvement/Construction (47-0331-5823) appropriations are \$2,200,000.

Anticipated breakdown of costs:

2024 LSIP Resurfacing Contract	\$ 1,530,000.00
2024 LSIP Preventative Maintenance Contract	\$ 230,000.00
DPW Costs and Contingency	\$ 440,000.00
<hr/>	
TOTAL	\$ 2,200,000.00

RECOMMENDATION

Authorize Staff to advertise and bid the 2024 Local Street Improvement Program Resurfacing and Preventative Maintenance contracts.

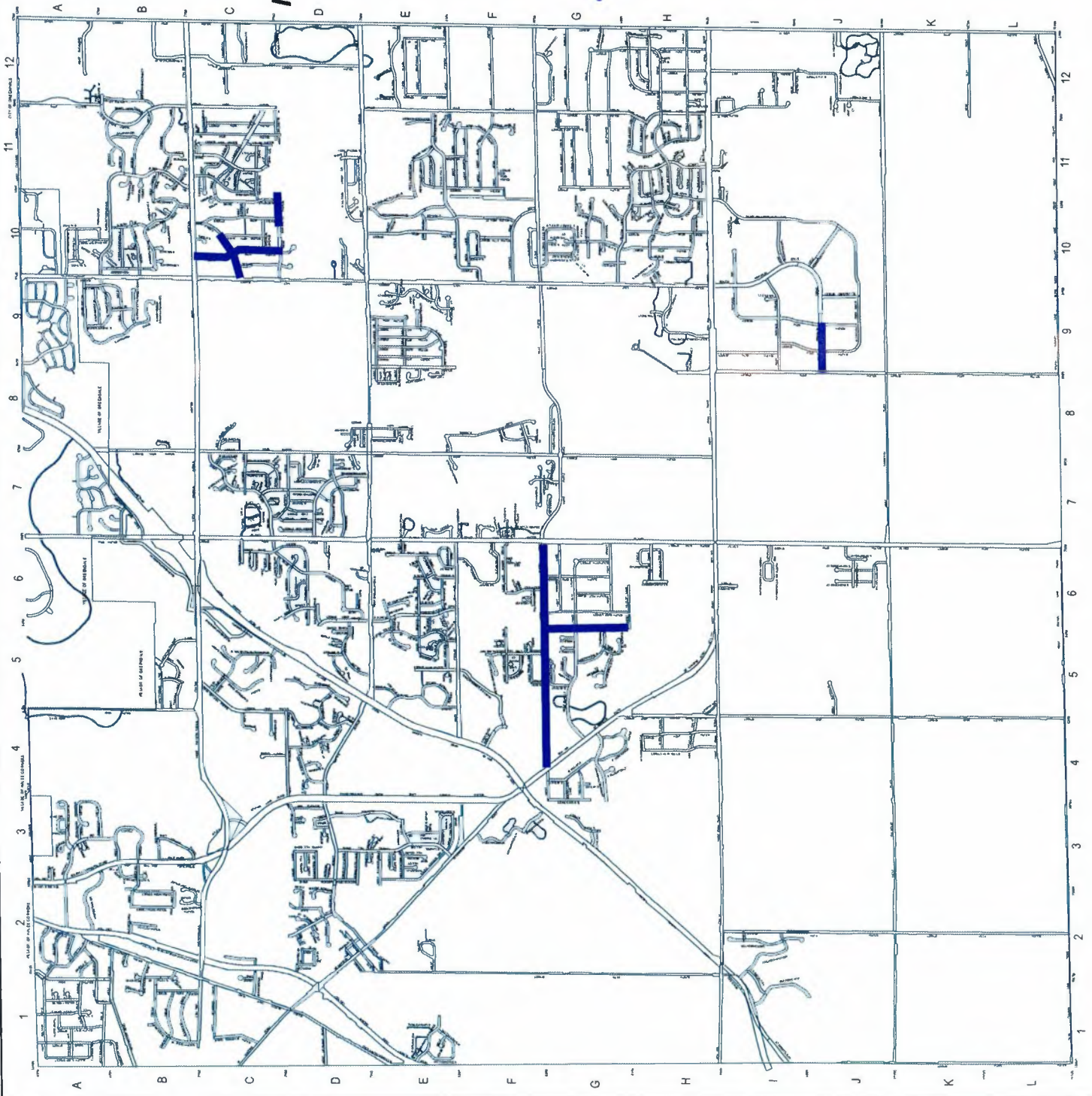
Engineering Department: TAB

CITY OF FRANKLIN 2024 Local Street Improvement Program



 PULVERIZE/MILL & OVERLAY

*SEE ATTACHED LIST FOR
CRACK SEAL/SEAL COAT
ROADS.



2024 Preventative Maintenance Preliminary Listing for Bid

PASER Rating	Street	From	To	Length (ft)	Length (miles)	Year	Pavement Surface Age	Daily Traffic	Preliminary Cost Estimate
9	MINNESOTA AVE	Termini	S 31st St	680	0.13	2019	4		\$ 3,969.00
9	MINNESOTA AVE W	S 31st St	Crossover STH 241	1485	0.28	2019	4		\$ 8,662.50
10	00068TH ST S	W Pineberry Ridge	W Wildwood Creek Ct	686	0.13	2019	4	2040	\$ 3,843.00
10	BEAR CLAW CT W	S Buckhorn Grove Way	Termini	183	0.03	2019	4		\$ 1,197.00
10	RUSTIC SUMMIT PASS W	W Bear Claw Ct	S 47th Ct	392	0.07	2019	4		\$ 2,562.00
10	RUSTIC SUMMIT PASS W	S 47th Ct	S Shady Leaf Ln	382	0.07	2019	4		\$ 2,499.00
10	SHADY LEAF LN S	W Rustic Summit Pass	W Blazing Star Rd	812	0.15	2019	4		\$ 5,302.5
10	BELL MEADOW CT S	W Blazing Star Rd	Termini	256	0.05	2019	4		\$ 1,669.50
10	BLAZING STAR RD W	W Alesci Dr	S Buckhorn Grove Way	535	0.10	2019	4		\$ 3,496.50
10	BLAZING STAR RD W	S Buckhorn Grove Way	S Bell Meadow Ct	373	0.07	2019	4		\$ 2,436.00
10	BLAZING STAR RD W	S Bell Meadow Ct	S Shady Leaf Ln	354	0.07	2019	4		\$ 2,310.00
10	BUCKHORN GROVE WAY S	W Blazing Star Rd	W Bear Claw Ct	785	0.15	2019	4		\$ 5,124.00
10	00047TH CT S	S 47th St	Termini	272	0.05	2019	4		\$ 1,774.50
10	00047TH ST S	W Woodward Dr	S 47th Ct	140	0.03	2019	4		\$ 787.50
10	CREEKVIEW CT S	Termini	W Schweitzer St	369	0.07	2019	4		\$ 2,068.50
10	CREEKVIEW CT S	W Schweitzer St	CTH U	618	0.12	2019	4		\$ 3,465.00
10	OAKWOOD WAY W	W Oakwood Rd	S Ryan Creek Ct	641	0.12	2019	4		\$ 3,591.00
10	OAKWOOD WAY W	S Ryan Creek Ct	S Woodside Ct	349	0.07	2019	4		\$ 1,953.00
10	OAKWOOD WAY W	S Woodside Ct	Termini	177	0.03	2019	4		\$ 987.00
10	RYAN CREEK CT S	W Oakwood Way	W Schweitzer St	629	0.12	2019	4		\$ 3,517.50
10	RYAN CREEK CT S	W Schweitzer St	Termini	507	0.10	2019	4		\$ 2,835.00
10	SCHWEITZER ST W	Termini	S Woodside Ct	171	0.03	2019	4		\$ 955.50
10	SCHWEITZER ST W	S Woodside Ct	S Ryan Creek Ct	350	0.07	2019	4		\$ 1,963.50
10	SCHWEITZER ST W	S Ryan Creek Ct	S Creekview Ct	336	0.06	2019	4		\$ 1,879.50
10	WOODSIDE CT S	W Oakwood Way	W Schweitzer St	632	0.12	2019	4		\$ 3,538.50
10	WOODSIDE CT S	W Schweitzer St	Termini	506	0.10	2019	4		\$ 2,835.00
9	BALLPARK DR S	CTH BB	CTH U	3685	0.70	2019	4		\$ 39,553.50
9	STATESMAN WAY W	S 31st St	STH 241	1369	0.26	2019	4		\$ 7,665.00
10	00068TH ST S	W River Ter	W Drexel Ave (1)	2376	0.45	2020	3	2700	\$ 13,303.50
10	00068TH ST S	W Wildwood Creek Ct	W Imperial Dr	581	0.11	2020	3	2040	\$ 3,255.00
10	00068TH ST S	W Wildwood Creek Ct	W Imperial Dr	158	0.03	2020	3	2040	\$ 1,029.00
10	00068TH ST S	W River Ter	W Drexel Ave (1)	264	0.05	2020	3	2700	\$ 1,354.50
10	TUMBLECREEK DR W	W Dory Dr	S 46th St	1004	0.19	2020	3	150	\$ 8,431.50
10	TUMBLECREEK DR W	S 46th St	S 47th St	317	0.06	2020	3	150	\$ 2,667.00
10	TUMBLECREEK DR W	S 47th St	S Longview Ct	475	0.09	2020	3	150	\$ 3,990.00
10	TUMBLECREEK DR W	S Scenic Ct	S Scenic Ct	158	0.03	2020	3	150	\$ 1,323.00
10	TUMBLECREEK DR W	S Scenic Ct	S 50th St	422	0.08	2020	3	150	\$ 3,549.00
10	TUMBLECREEK DR W	S 50th St	S 51st St (1)	264	0.05	2020	3	150	\$ 2,215.50
10	00068TH ST S	W Drexel Ave (1)	W Kathleen Ct	370	0.07	2021	2	2040	\$ 2,068.50
10	00068TH ST S	W Kathleen Ct	W Pineberry Ridge	739	0.14	2021	2	2040	\$ 4,137.00
10	00041ST ST S	W Southwood Dr	W McGinnis Dr	317	0.06	2021	2	1000	\$ 2,667.00
10	00041ST ST S	W McGinnis Dr	W Thorncrest Dr	211	0.04	2021	2	1000	\$ 1,774.50
10	00041ST ST S	W Thorncrest Dr	W Martinton Dr	264	0.05	2021	2	1000	\$ 2,215.50
10	00041ST ST S	W Martinton Dr	W Hilltop Ct	158	0.03	2021	2	1000	\$ 1,323.00
10	CHAPEL HILL DR S	W Beacon Hill Dr	W Beacon Hill Dr	317	0.06	2021	2	593	\$ 2,667.00
10	00036TH ST S	W Royal Ct	W Anita Ln	211	0.04	2021	2	260	\$ 1,186.50
10	00036TH ST S	W Royal Ct	W Anita Ln	211	0.04	2021	2	260	\$ 1,186.50
10	00079TH ST S	W Bur Oak Dr	W Beacon Hill Dr	211	0.04	2021	2	250	\$ 1,186.50
10	00079TH ST S	W Beacon Hill Dr	Termini	53	0.01	2021	2	250	\$ 294.00
10	BEACON HILL DR W	S Forest Meadows Dr	S 81st St	317	0.06	2021	2	250	\$ 1,774.50
10	BEACON HILL DR W	S 81st St	S 80th St	419	0.08	2021	2	250	\$ 2,341.50
10	BEACON HILL DR W	S 80th St	S 79th St	373	0.07	2021	2	250	\$ 2,089.50
10	SCHERREI DR S	W St. Martins Rd	W Scherrei Dr	1425	0.27	2021	2	250	\$ 6,982.50
10	KATHLEEN CT W	S 68th St	Termini	528	0.10	2021	2	100	\$ 3,937.50
10	STONEBROOK CT S	W Drexel Ave (1)	Termini	475	0.09	2021	2	100	\$ 2,656.50
10	FITZSIMMONS RD W	S 31st St	Termini	581	0.11	2021	2	80	\$ 3,528.00
10	00080TH ST S	W Beacon Hill Dr	Termini	158	0.03	2021	2	50	\$ 882.00
10	BOSCH LN W	S 92nd St	Termini	1109	0.21	2021	2	50	\$ 5,176.50
10	CHAPEL HILL DR S	W Beacon Hill Dr	S Chapel Hill Ct	264	0.05	2021	2	40	\$ 2,215.50
10	CHAPEL HILL DR S	S Chapel Hill Ct	W Allwood Dr	317	0.06	2021	2	40	\$ 2,667.00
10	CHAPEL HILL DR S	W Allwood Dr	E Chapel Hill Ct	370	0.07	2021	2	40	\$ 3,108.00
10	MARQUETTE AVE W	S 51st St (1)	S 50th St	455	0.09	2021	2		\$ 3,822.00
10	MARQUETTE AVE W	S 50th St	S 49th St	389	0.07	2021	2		\$ 3,265.50
10	VILLA DR W	S Susanna Ct	Crossover STH 241	1504	0.28	2021	2		\$ 11,235.00
Preliminary Preventative Maintenance Subtotal (6.7 miles):									\$ 239,946.00

APPROVAL <i>JK</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	Establish the Sanitary Sewer User Fee for 2024	ITEM NUMBER <i>M. 33,</i>

Background

Annually, Milwaukee Metropolitan Sewerage District (MMSD) provides a Cost Recovery Procedures Manual which provides the necessary information to determine the MMSD sewer charge for Franklin sewer customers. The charge has three components, a fixed connection fee, a fixed hazardous waste disposal fee, and a volumetric charge. All residential customers are charged a fixed rate, regardless of the water volume used. And, commercial customers are charged for the fixed fee plus a volumetric charge based upon their water usage.

Added to the MMSD rate is an additional charge that provides the resources to maintain the local sanitary sewer system. The local charge represents approximately 38% of the total residential fee.

Analysis

Effective January 1, 2024, MMSD increased its total rate by 4.4% for residential customers. The prior year rate increase was 4.7%. By way of details, MMSD increased the volumetric rate (per gallon usage charge) by 11.8%; however, the fixed MMSD rate (connection charge) decreased by 10.94% for a combined MMSD rate increase of 4.4% for residential customers. MMSD's total residential rate increased to \$185.73 annually, or \$46.43 quarterly, up from \$177.86, and 44.47 quarterly.

The total proposed Franklin residential rate is:

Residential Sewer Bill

	2024	2023	Inc (Dec)
Franklin Charge	113.30	108.49	4.43%
Volumetric Charge (Variable)	140.74	128.48	
Connection Charge (Fixed)	38.74	43.50	
Hazardous Waste Disposal Charge	6.25	5.88	
Total MMSD charge	185.73	177.86	4.42%
Total Annual Charge (rounded for quarterly billing)	299.03	286.35	4.43%
Quarterly Residential Billing	74.76	71.59	4.43%

The \$4.81 annual increase, \$1.20 on a quarterly basis, in the local sewer charge is due increased costs in the 2024 Budget, including the following: the local share of the Private Property Inflow & Infiltration Program, an increase in labor/benefits/cost allocations attributable to sewer duties and Capital Projects.

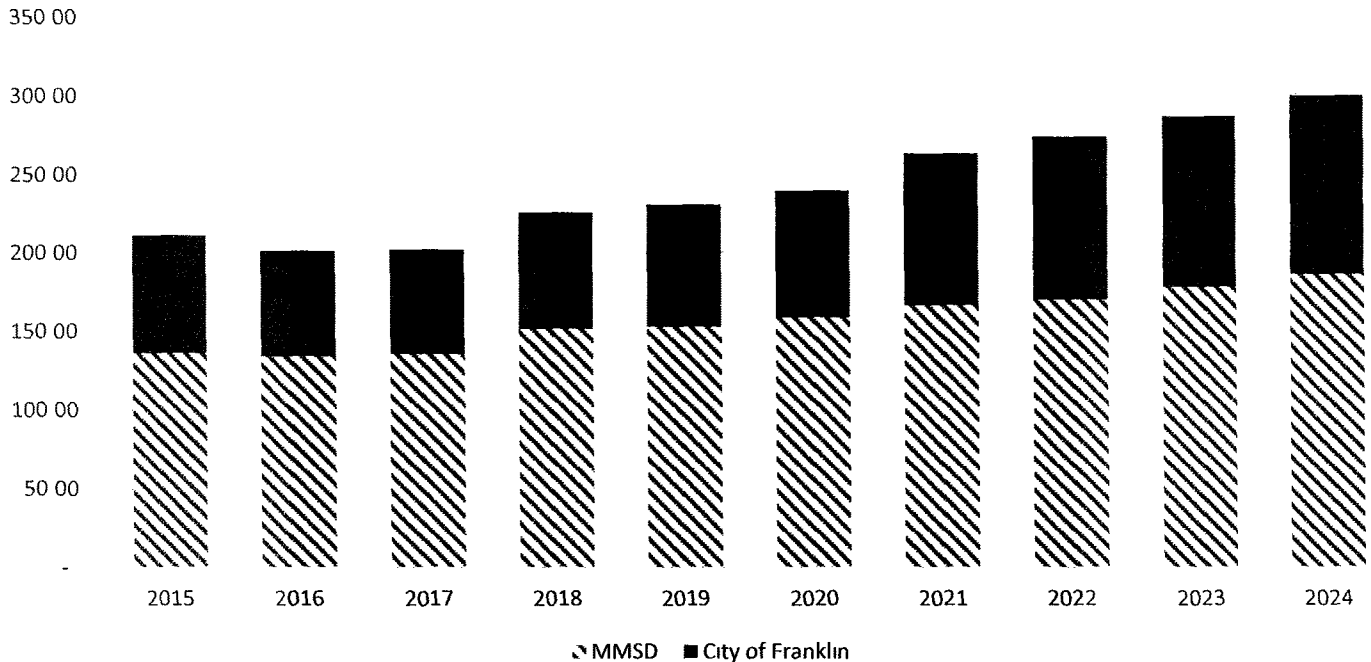
An average commercial customer using 82,000 of water will see an increase of approximately 10.7%.

There are currently 10,883 Sewer customers; 9,608 of those are single family or Multi-family residences.

Note: Sanitary Sewer bills are combined with water charges for properties utilizing both services.

A history of the combined residential sewer charge is represented below:

Annual Residential Sewer Charges



Recommendation

The Finance Committee reviewed this proposal at its January 23, 2024 meeting and unanimously recommended increasing the 2024 Sanitary Sewer rates which continues to fully support the debt service impact.

Fiscal Impact

The 2024 budget anticipated an overall 7.7% rate increase, based on an internal discussion between the Director of Finance and the City Engineer regarding user fee increased rates by MMSD.

Debt for the planned lift station project was issued on December 2, 2021 and the debt service for 2024 will be approximately \$162,000 and adjust accordingly to the debt repayment schedule.

COMMITTEE ACTION REQUESTED

Motion to adopt the quarterly 2024 Residential Sanitary Sewer charge of \$74.76 and a fixed Commercial Connection charge of \$15.60 plus a \$4.72061660 per thousand-gallon volumetric charge effective January 1, 2024 as provided by Municipal Code 207-14 H (3)(b).

Finance Dept - DB

Danielle Brown

From: Glen Morrow <gmorrowpe@gmail.com>
Sent: Thursday, September 21, 2023 9 11 AM
To: Kelly Hersh, Danielle Brown
Cc: Glen Morrow
Subject: MMSD 2024 rates

In MMSD TAT meeting this morning, notified that they are looking for a 7.7% user fee increase in the 2024 budget.

Glen Morrow
(812) 249-6535
4837 S 22nd Place
Milwaukee, WI 53221

2024 WORKSHEET

MMSD Charges & Factors	2024	2023	Change
Volumetric Charge	\$0 002932060	\$0 002622100	11 82%
Connection Charge	\$38 74	\$43 50	-10 94%
HHWP (Residential Classes Only)	\$6 25	\$5 88	6 29%
Domestic Flow = Gallons/Person/Day	48	49	
Residential Occupancy Factor	2 74	2 74	
			New Year Prior Year Inc.
			Single \$74 76 \$71 59 4.43%

Unit	Metro Charge	Conn Charge	HHWP Charge	Total Metro	Local Charge	Total Charge		
					61 0%			
Single	140 74	\$38 74	\$6 25	185 73	113 30	299 03	Yearly	Last Yr
	35 19	9 69	1 56	46.43	28 33	74 76	Quarterly	71 59
Duplex	281.48	38 74	12 50	332 72	202 96	535 68	Yearly	
	70 37	9 69	3 13	83 19	50 74	133 93	Quarterly	125 67
								6 6%

Per Gallon Usage Charge	61 0%
\$ PER GAL	0 002932060 0 001788557 0 00472062
\$ PER 1000	2 932060000 1 78855660 4 72061660

Rate	Quarterly	
1	\$74 76	Residential
2	\$68 53	Res - Condo
3	\$133 93	Duplex
4	\$68 53	Dup - 2 connect
5	\$46.43	Greendale
6	\$26 77	Muskego
7	\$15 60	Industrial
8	\$15 60	Ind - WC
9	\$15 60	Pub - mtr
10	\$15 60	Pub - n
11	\$15 60	Commercial
12	\$65.41	Com - 5
13	\$31 20	Com - 2
14	\$15 60	Comm - na
15	\$15 60	Comm-nb
16	\$9 88	Comm 3
17	\$10 14	Comm 4
18	\$10 92	Comm 5
19	\$11 96	Comm 6
20	\$14 43	Comm 8

4 22158100	\$4 72	New Year amount	
11 8%	\$4 22	prior year amount	
		11 8% Increase	
		Metro. Charge Calculation	
	48	Gal/day	
	2 74	People/unit	
	131.52		
	365	days	
	48,004.80	Gal/yr	
	1,000 00		
	48 00	000 gal/hshld/yr--rounded	
	\$ 2 932060	Vol Chrg	
	\$ 140 74	New Year amount	
	\$128.48	prior year amount	
	9 54%	change from prior year	
		Metro. Charge	
		Connection Local Total	
		For Commercial and Industrial Quarterly Connection Charge	
	\$9 69	\$5 91	\$15 60
		Prior year	17 52
			-10 95%
		For Condominiums Quarterly Connection Charge	
	\$9 69	\$5 91	\$15 60
			\$17 52
			-11 0%
		Plus	\$1 56 per condo unit for HHWP

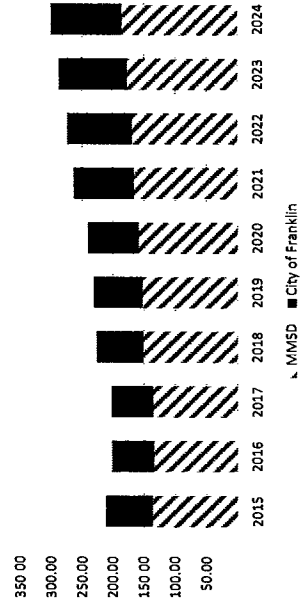
Note Muskego pays MMSD for the MMSD charges Franklin bills only the local charge

City of Franklin
Sewer Charges
Single Family Residential

Year	Residential				Commercial				82,000 gal user						
	MMSD	Franklin	Total	% Inc/(Dec)	Factor**	MMSD	Franklin	Total	Inc/ (Dec)	Fixed Fee	Volumetric	Fixed	Total Sewer Charge	% Inc/(Dec)	\$\$ inc
2008			183.48			1,560.9	0,905.3	2,47	#DIV/0!	8.11	202.23	8.11	210.34		
2009	122.38	70.98	193.36	5.4%	0.58	1,618.4	0,922.5	2.54	3.0%	9.22	208.35	9.22	217.57	3.4%	7.24
2010	129.57	73.85	203.42	5.2%	0.57	1,552.5	1,040.2	2.59	2.0%	13.13	212.60	13.13	225.73	3.7%	8.16
2011	132.51	75.53	208.04	2.3%	0.64	1,555.6	0,955.6	2.55	-1.6%	13.04	209.20	13.04	222.24	-1.5%	(3.49)
2012	125.11	80.07	205.18	-1.4%	0.61	1,614.8	0,985.0	2.60	1.9%	12.01	213.18	12.01	225.19	1.3%	2.96
2013	129.93	79.26	209.19	2.0%	0.61	1,632.5	0,979.5	2.61	0.5%	12.27	214.18	12.27	226.45	0.6%	1.26
2014	132.01	79.21	211.22	1.0%	0.60	1,753.1	0,964.2	2.72	4.0%	11.70	222.82	11.70	234.52	3.6%	8.06
2015	136.25	74.94	211.19	0.0%	0.55	1,922.8	0,961.4	2.88	6.1%	8.15	236.50	8.15	244.65	4.3%	10.14
2016	134.16	67.08	201.24	-4.7%	0.50	1,959.2	0,96	2.92	1.2%	8.94	239.37	8.94	248.31	1.5%	3.66
2017	135.61	66.45	202.06	0.4%	0.49	2,152.24	1,054.6	3.21	9.9%	11.31	262.96	11.31	274.27	10.5%	25.96
2018	151.54	74.25	225.79	11.7%	0.49	2,201.58	1,122.81	3.32	3.7%	12.25	272.60	12.25	284.85	3.9%	10.58
2019	152.77	77.91	230.68	2.2%	0.51	2,334.45	1,190.6	3.53	6.0%	12.50	289.05	12.50	301.55	5.9%	16.70
2020	158.68	80.93	239.61	3.9%	0.51	2,438.0	1,414.0	3.85	9.3%	14.46	315.87	14.46	330.33	9.5%	28.77
2021	166.47	96.55	263.02	9.8%	0.58	2,424.6	1,479.0	3.90	1.3%	16.99	320.10	16.99	337.09	2.0%	6.76
2022	169.88	103.63	273.51	4.0%	0.61	2,622.1	1,599.5	4.22	8.1%	15.60	346.17	15.60	363.69	7.9%	26.60
2023	177.86	108.49	286.35	4.7%	0.61	2,932.1	1,788.6	4.72	11.8%	0.50	387.09	15.60	402.69	10.7%	39.00
2024	185.73	113.30	299.03	4.4%	0.61	1,047.0	1,046.9								


** Higher Factor results in lower Frnkln Rate

Annual Residential Sewer Charges



2.05%

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 21, 2024
Reports & Recommendations	2024 Culvert Pipe Pricing as Adopted by the Board of Public Works in Accordance with §222-2	ITEM NO. All Ald. Districts <i>M. 34,</i>

BACKGROUND

The procedure for having culverts installed is outlined in the Franklin Municipal Code §222-2. Pursuant to subsection D.(1) *Installation of culverts shall be made by City street employees to ensure maintenance of proper grades and uniformity of depth and cover.* And in subsection D. (2) *The cost of all culvert installations shall be in accordance with the s schedule approved by the Board of Public Works and on file in the City Engineer's office...*

Costs to have a culvert installed were last modified in 2018. Department of Public Works (DPW) has found that the pricing does not often cover the cost of materials (pipe and aggregate) and definitely leaves no additional funds to help cover personnel and equipment. DPW is often struggling to provide more services for less funding.

Staff did a full analysis of the actual costs for materials, time, and equipment that it takes for DPW to install culverts- not including assistance from Engineering Staff. Based on conversations with contractors and residents who had obtained quotes from contractors (before they knew that DPW is required to do this work), the increased prices are still significantly lower than what a private contractor would charge (ranging from \$700 to \$3,600 less expensive).

After a lengthy discussion on February 13, 2024, the Board of Public Works adopted the attached schedule to consider the increased material costs and also consider the labor and equipment costs.

For reference, the full information included the Board of Public Works packet is attached.

FISCAL NOTE

Staff did a quick analysis and there were 17 culvert projects in 2023 that were charged a total of \$14,446.45. Had the new schedule been in place, the charges for those 17 culvert installations would have been \$58,264.

RECOMMENDATION

Receive and place on file so that the public is aware of the new rates.

Engineering: GEM

M E M O R A N D U M: FROM ENGINEERING

DATE: February 13, 2024
TO: Board of Public Works
FROM: Engineering and Public Works Department Staff
SUBJECT: 2024 Update to Driveway Culvert Pricing

Pursuant to Franklin Municipal Code 222-2 Culverts, the Department of Public Works (DPW) installs all driveway culverts throughout the City right-of-way. The length and size of culvert pipes are determined by the City Engineer. This ensures proper sizing, slope, and uniformity of depth and cover in the finished culvert pipe. The cost of all culvert installations is in accordance with the schedule approved by the Board of Public Works. The current schedule of costs for culvert pipe installation was set in 2018 and is attached.

Based on the current schedule:

- installation of a new 20-foot long, 15-inch culvert pipe would cost a resident \$698.
- cost for DPW to purchase that pipe from a supplier today is anywhere from \$464-\$570.
- if it's 30-inch or larger the cost of pipe alone (\$1,160) is more than what a resident pays (\$1,112).
- When DPW labor, equipment, and other material costs (stone, restoration, etc) are included the average all-in cost for DPW to install a culvert pipe today is approximately \$2900.

This results in a net cost to the City of \$2000 or more on every driveway culvert installed.

The Engineering and Public Works Departments have worked together to determine updated pricing and the proposed cost schedule is attached. The updated pricing includes the cost of the materials and the cost for DPW labor and equipment. While the proposed prices are a significant jump, Staff feels it is justified and necessary because of the considerable net cost to the City under the current schedule and rising construction costs (roughly 47% increase since 2018, based on construction cost indexes).

Based on the proposed schedule:

- a 20-foot long, 15-inch pipe installation would cost a resident \$2,880
- the all in DPW cost would be \$2,864 (assuming minimal ditching and restoration).

Other important factors to note:

- private contractors often charge significantly more. Staff reached out to contractors and received prices for a driveway culvert replacement without pavement restoration between \$3,500-6,500.
- neither the current nor proposed pricing account for Engineering Staff time (culvert sizing and layout in the field).
- the proposed pricing no longer includes asphalt restoration as an option. Although included on the current cost schedule, DPW has not been performing this work for several years due to the significant cost and time required. Residents typically have their full driveway repaved so their contractors will pave the approach area as well after the culvert is installed.

**CULVERT INSTALLATION COSTS
CITY OF FRANKLIN
CURRENT SCHEDULE OF COSTS**

ROUND PIPE

SIZE of PIPE	COST per FT w/o ASPHALT	COST per FT with ASPHALT
12"	\$32.00	\$54.50
15"	\$34.90	\$57.40
18"	\$37.75	\$60.25
21"	\$40.60	\$63.10
24"	\$43.35	\$65.85
30"	\$55.60	\$78.10

ARCH PIPE

SIZE of PIPE	COST per FT w/o ASPHALT	COST per FT with ASPHALT
12" (15 x 9)	\$33.65	\$56.15
15" (17 x 13)	\$36.50	\$59.00
18" (21 x 15)	\$38.85	\$61.35
21" (24 x 18)	\$42.00	\$64.50
24" (28 x 20)	\$43.35	\$65.85
30" (35 x 24)	\$55.60	\$78.10

- Minimum 20 ft culvert length
- Maximum 34 ft culvert length unless approved by City Engineer.
- Larger diameter pipe (36", 42", 48") to be computed with stone and labor as indicated above for 30"
- Prices are for Corrugated Metal Pipes. Other materials will be adjusted per actual price of materials.
- **For replacement of existing culvert - deduct \$50.00 from cost.**
- Band cost is the price of one lineal ft of pipe.
- Resetting Existing Pipe with
 - No surface restoration - \$100.00
 - Asphalt surface restoration for minimal trench -\$250.00

CULVERT INSTALLATION COSTS

CITY OF FRANKLIN

2024 CULVERT PRICING CHANGES

Proposed to be adopted by the Franklin Board of Public Works on February 13, 2024

<u>Pipe Size (Round)</u>	<u>New Pricing (cost/LF)</u>
12"	\$140.00
15"	\$144.00
18"	\$150.00
21"	\$153.00
24"	\$157.00
30"	\$178.00
36"	\$190.00
42"	\$231.00
48"	\$246.00

<u>Pipe Size (Arch)</u>	<u>New Pricing (cost/LF)</u>
15x9 (12")	\$141.00
17x13 (15")	\$146.00
21x15 (18")	\$152.00
24x18 (21")	\$156.00
28x20 (24")	\$160.00
35x24 (30")	\$183.00
42x29 (36")	\$196.00
49x33 (42")	\$240.00
57x38 (48")	\$256.00

- Minimum Pipe Length: 20 feet
- Maximum Pipe Length: 34 feet (Longer lengths must be approved by City Engineer.)
- Prices are for CMP (corrugated metal pipe.) Other materials will be adjusted for actual price of materials.
- Band cost is the price of 1 (one) lineal foot of pipe.
- Reuse or Reset existing pipe: **\$2400.00**
- Flared End Sections optional based on request and/or Engineering Department requirement

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>AM</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/21/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to Accept Donation of a Bench to be Located Inside or Outside the Main Entrance to the City Hall Community Room in Memory of Frank & Mildred Lisowicz</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>D. 35.</i></p>


Karen Murawski contacted the City requesting approval to donate a bench with an “in memory of” plaque to be located inside or outside the main entrance to the City Hall Community Room. This bench would be in memory of Frank and Mildred Lisowicz, long-time Franklin residents who frequently used the Franklin Meal Site program in the Community Room. Frank and Mildred’s cousins would donate the bench, Karen being one of them.

If approved, staff will work with the family to select a location (inside or out) and a suitable bench for City Hall.

COUNCIL ACTION REQUESTED

Motion to accept the donation of a bench in memory of Frank and Mildred Lisowicz to be located inside or outside the main entrance to the Franklin City Hall Community Room. Staff to work with the family in selecting a location and bench suitable for City Hall.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing	ITEM NUMBER B.36.

Background

On October 17, 2023, Tax Increment District (TID) #9 was created through adoption of Ordinance No. 2023-8054. The 2024 Budget (through way of budget amendment) anticipates TID 9 resources and expenditures associated with the Carma Labs project. The first phase of the Project will be construction of the new facility by the Company. The City will issue approximately \$2,010,000 in General Obligation Bonds in 2024 to fund Phase 1 public infrastructure projects. The Company has agreed to a minimum valuation of \$14 million to ensure that tax increments collected will be sufficient to pay City Debt.

Analysis

The Common Council could adopt a Declaration of Intent to reimburse expenditures from debt proceeds to protect any projects initiated prior to the debt sale using current funds on hand.

Prior to the Debt Sale, the projects would use available City cash reserves to finance expenditures. Because the City Financing will take advantage of tax-exempt provisions of the Internal Revenue Code, the City must declare its intent to reimburse itself for projects expenditures incurred prior to the Debt sale.

The City may need to advance funds to the District prior to the availability of tax increment and will recover those advance amounts with interest from tax increments as they become available. These advances, along with the proceeds of long-term debt will fund the public infrastructure costs and District administrative costs.

The project will require expenditures at different times, some before the debt proceeds will become available:

- Phase 1 public infrastructure projects
- Any other expenditures incurred

Recommendation

The Director of Finance & Treasurer recommends the Common Council adopts the proposed Resolution, declaring its intent to reimburse the City from proceeds for expenditures on the projects prior to the debt sale.

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2024-_____, A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM
PROCEEDS OF BORROWING

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "Issuer") plans to undertake installation of public improvements within its Tax Incremental District No. 9 to include sanitary sewer extensions, acceleration and deceleration lanes and sidewalk (the "Project"); and

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Common Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued; and

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

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$2,010,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

Passed at a regular meeting of the Common Council of the City of Franklin this ____ day
of _____, 2024.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

September 21, 2023

PROJECT PLAN

City of Franklin, Wisconsin

Tax Incremental District No. 9



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held	September 14, 2023
Public Hearing Held	September 21, 2023
Approval by Plan Commission	September 21, 2023
Adoption by Common Council	Scheduled for Oct. 17, 2023
Approval by the Joint Review Board	Scheduled for Oct. 25, 2023

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 9 (“District”) is a proposed Mixed-Use District comprising approximately 243 acres located generally in the vicinity of 76th Street and Ryan Road. The District will be created to pay the costs of public infrastructure, development incentives, and other costs to be incurred that will allow for development to take place on the parcels to be included, which presently lack access to sanitary sewer service and other public improvements required for development (“Project”). The initial development precipitating creation of the District is Carma Laboratories (“Company”) plans to construct a new 225,000 square foot headquarters facility including office, industrial and warehousing space on lands the company owns at the northeast corner of Ryan Road and 76th Street. The District will also include lands to the west, southwest and south that require extension of public improvements to develop. In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66 1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$11.4 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$4.7 million for public infrastructure, \$3.8 million for development incentives, \$2.6 million for interest on long-term debt and financing costs, and \$340,000 for administrative costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$102.2 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 13 years, or 11 total years of tax increment collection. The District is permitted to remain open for a maximum of 20 total years of tax increment collection.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered.
 - a. Discussions with the Company pertaining to the economic viability of the site taking into consideration the infrastructure requirements, increased construction costs, increased financing costs, and the Company’s evaluation of the site as compared to other locations the Company considered locating its new facility.
 - b. The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities to include retention of approximately 200 jobs in the City and potential creation of 100 additional jobs, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4, a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax

incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm). Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the District. Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2: Preliminary Map of Proposed District Boundary




Map Found on Following Page.

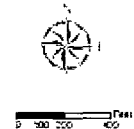
To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



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Franklin Proposed TID 9

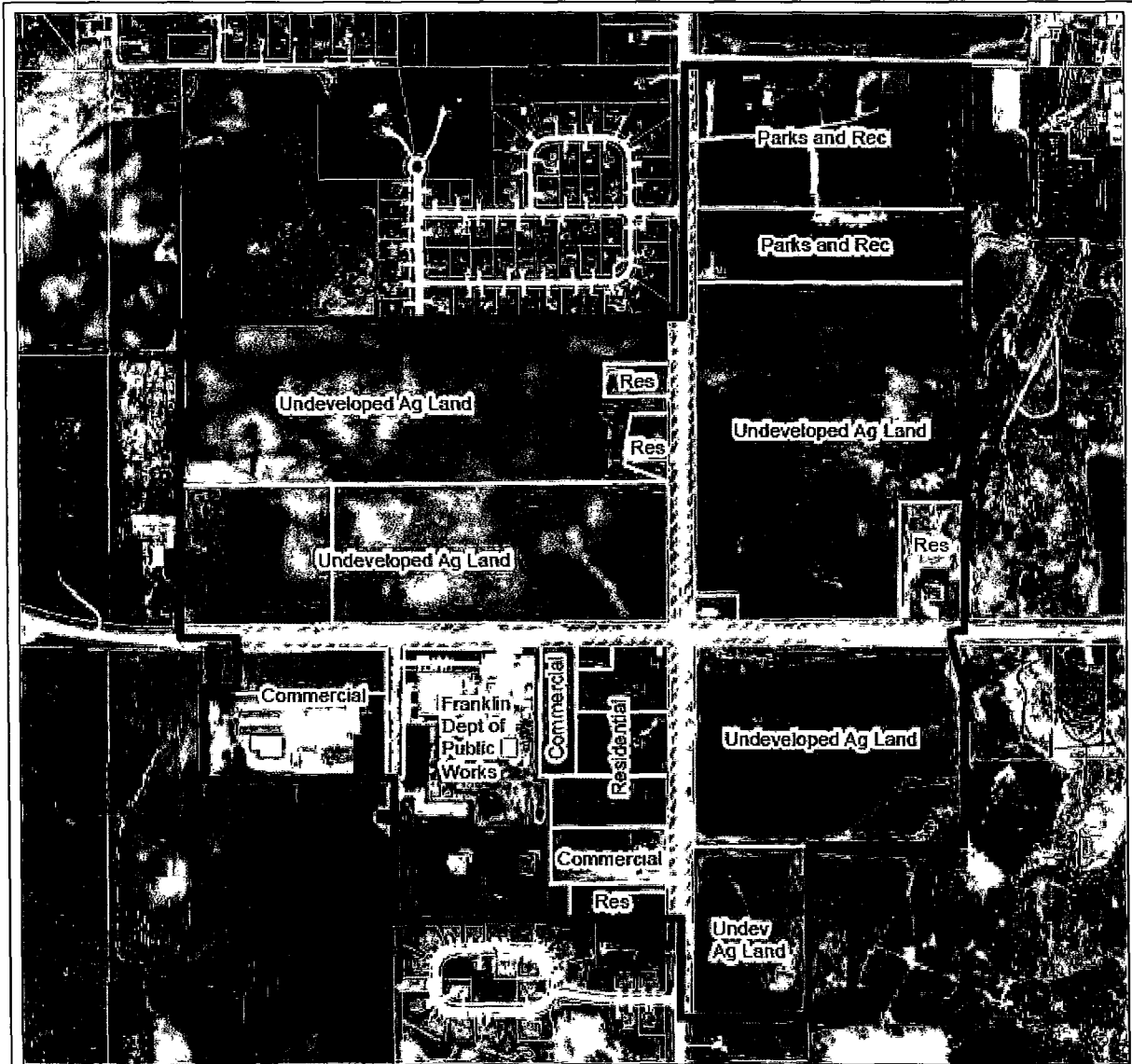
-  TID 9 Boundary and Area
-  Included Properties
-  ROW Area Included - 18 72 AC



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.




SECTION 3: Map Showing Existing Uses and Conditions

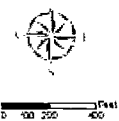
Map Found on Following Page



Franklin Proposed TID 9 Existing Land Uses

GIS Department
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Franklin WI 53132
www.franklinwi.gov

-  TID 9 Boundary and Area
-  Included Properties
-  ROW Area Included - 18 72 AC



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.

SECTION 4: Preliminary Parcel List and Analysis

The parcels identified in the table below will become part of the District as of January 1, 2024. Valuations noted are as of January 1, 2023. Actual District base value will be calculated using January 1, 2024, values. Any increase in value after that date will become incremental value for the District.

Map Legend	Parcel No	Address	Acres	Total Assessed Value	Suitable For Mixed Use		
					Industrial Acres	Commerical Acres	Residential Acres
	ROW Areas		18.91			-	
1	884-9995-000	9100 S 76TH ST	19.05	\$ 503,400	0.00	0.00	0.00
2	884-9996-000	9220 S 76TH ST	9.99	\$ 220,100	0.00	0.00	0.00
3	885-9999-009	6625 S 46th Street	37.13	\$ 18,700	0.00	1.50	71.49
4	885-9999-002	-	1.03	\$ 25,100	0.00	0.93	0.00
5	885-9999-005	9371 S 76th Street	1.29	\$ 434,400	0.00	1.16	0.00
6	885-9999-008	8050 W Ryan Road	10.43	\$ 2,800	0.00	4.23	3.00
7	885-9999-007	7800 W Ryan Road	23.00	\$ 6,200	0.00	10.70	10.00
8	884-9997-000	9410 S 76th Street	41.25	\$ 11,200	29.25	12.00	0.00
9	884-9998-000	7520 W Ryan Road	0.55	\$ 57,400	0.00	0.55	0.00
10	896-9996-002	8035 W Ryan Road	3.17	\$ 132,000	0.00	3.17	0.00
11	896-9996-003	9545 W Ryan Road	7.86	\$ 1,939,400	7.66	0.00	0.00
12	896-9990-001	9600 S 80th Street	20.14	\$	0.00	0.00	0.00
13	896-9987-001	7761 W Ryan Road	2.33	\$ 2,236,300	2.33	0.00	0.00
14	896-9987-002	7709 W Ryan Road	0.40	\$ 227,800	0.00	0.40	0.00
15	896-9985-000	7623 W Ryan Road	2.57	\$ 292,100	0.00	2.57	0.00
16	896-9986-000	9571 S 76th Street	2.91	\$ 361,700	0.00	2.91	0.00
17	896-9993-000	9621 S 76th Street	2.92	\$ 330,200	0.00	2.34	0.00
18	896-9994-003	9643 S 76th Street	3.31	\$ 560,600	0.00	3.31	0.00
19	896-9994-002	9671 S 76th Street	0.98	\$ 28,800	0.00	0.98	0.00
20	896-9995-000	9675 S 76th Street	0.69	\$ 269,500	0.00	0.69	0.00
21	897-9996-000	9546 S 76th Street	26.80	\$ 7,300	0.00	12.76	10.00
22	897-9997-000		9.85	\$ 2,700	0.00	9.18	0.00
23	884-9999-000	7220 W Ryan Road	3.72	\$ 387,300	0.00	3.72	0.00
	Less Wetland Acreage	-	(7.27)				
	Totals		243.01	\$8,055,000	39.24	73.09	54.49
	Estimated Assessment Ratio			99.69%			
	Estimated Equalized Value			\$ 8,079,668			

Of the 243.01 acres to be included in the District, a total of 166.83 acres, or 68.65%, are suitable for mixed-use development. Areas expected to be developed as newly-platted residential total to 22.42% of the District. The District meets the requirement that at least 50% of the area be suitable for mixed use development, and that no more than 35% of the area be developed with newly-platted residential uses. The areas to be developed as newly-platted residential qualify as average density will be at least three units per acres.

Acres Suitable for Industrial Development	39.24	16.15%
Acres Suitable for Commercial Development	73.09	30.08%
Acres Suitable for Newly Platted Residential Development	54.49	22.42%
Total Acres Suitable for Mixed Use Development	166.83	68.65%
Acres Not Suitable for Mixed Use Development	76.19	31.35%
Total Acres	243.01	100.00%

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4 c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$178,173,400. This value is less than the maximum of \$735,488,268 in equalized value that is permitted for the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2023)	\$	6,129,068,900
TID Valuation Limit @ 12% of Above Value	\$	735,488,268

Calculation of Value Subject to Limit

Estimated Base Value of Added Territory	\$	8,079,700
Incremental Value of Existing Districts (Jan. 1, 2023)	\$	170,093,700
Total Value Subject to 12% Valuation Limit	\$	178,173,400

SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments, or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number, and location of potential Project Costs.

Property, Right-of-Way, and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1. c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include preserving historic resources or sensitive natural features; protection of scenic and historic views, maintaining habitat for wildlife, maintaining adequate open space, reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to preparation of a relocation plan; allocations of staff time; legal fees, publication of notices; obtaining appraisals, and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild, or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of collection mains; manholes and cleanouts; service laterals, force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities, and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild, or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of distribution mains; manholes and valves, hydrants; service laterals, pumping stations, wells, water treatment facilities, storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild, or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding, or expansion of stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and riverbanks; and infiltration, filtration, and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to excavation, removal or placement of fill, construction of road base, asphalt or concrete paving or repaving, installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges, rail crossings and signals; utility relocation, to include burying overhead utility lines, street lighting, installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration, installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way, and other public spaces. These amenities include but are not limited to landscaping; lighting of streets, sidewalks, parking areas and public areas, installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces, and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to architectural, environmental, planning, engineering, legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

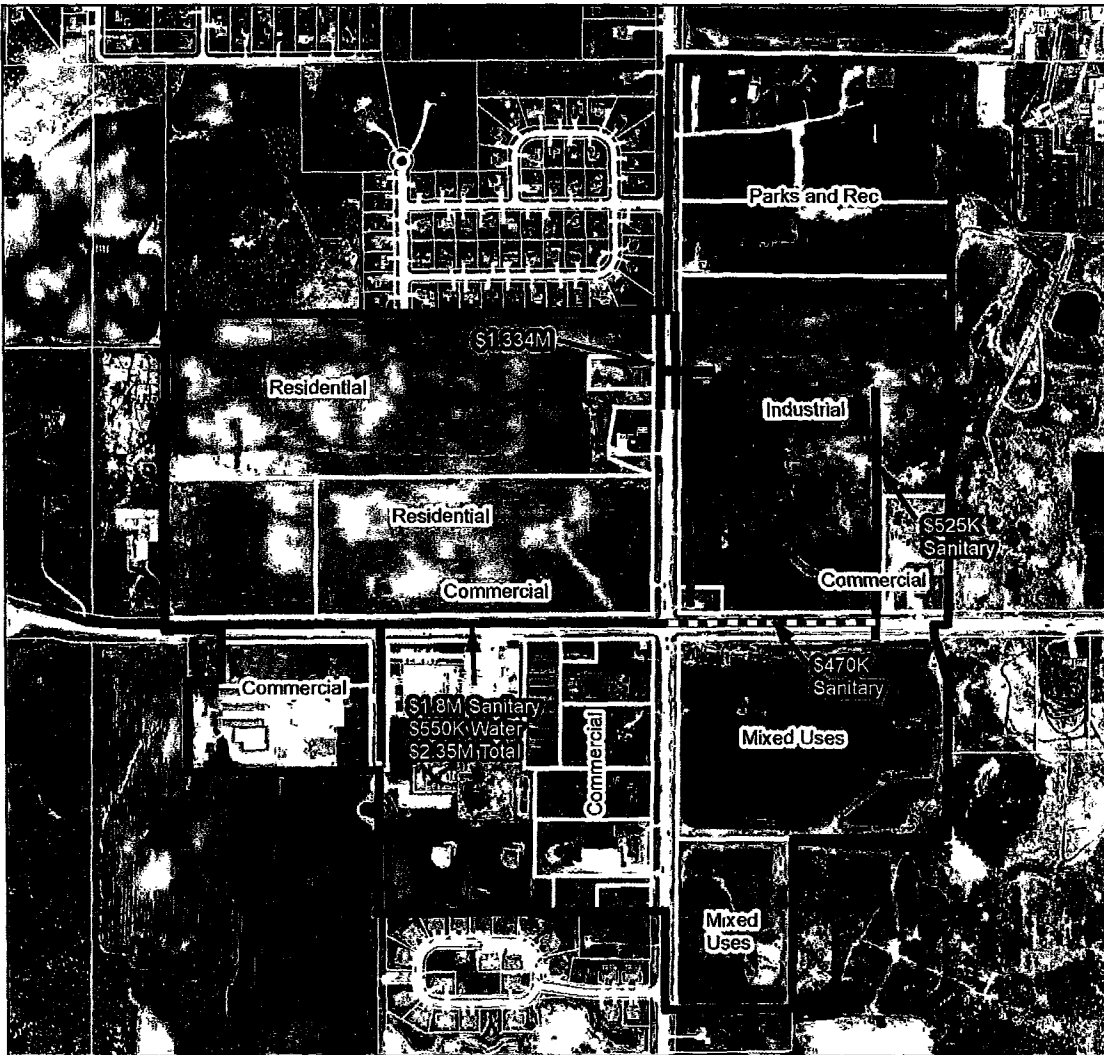
The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7: **Map Showing Proposed Improvements and Uses**

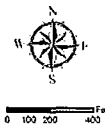
Map Found on Following Page.



Franklin Proposed TID 9 Future Project and Costs

GIS Department
9229 W Loomis Rd
Franklin WI 53132
www.franklinwi.gov

- Future Water
- Future Road Improvements
- Future Sidewalk
- Future Sanitary
- TID 9 Boundary and Area Included Properties



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

date: 10/16/2023
file: Project\FutureTID 9 Sept_2023_map 4.mxd

SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District’s Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Franklin, Wisconsin				
Tax Increment District #9				
Estimated Project List				
Project #	Project Name/Type	Phase I	Phase II	Total
1	Public Infrastructure			
	Sanitary Sewer Extensions	269,100	1,800,000	2,069,100
	Acceleration/Deceleration Lanes	1,430,000		1,430,000
	Sidewalk	212,160		212,160
	Paid by Company	(102,260)		(102,260)
	Water Extensions		550,000	550,000
2	Public Infrastructure (Taxable Financing)			0
	Sanitary Sewer Service		470,000	470,000
3	Development Incentives			0
	Carma Labs	1,500,000		1,500,000
	Other Commercial or Industrial		2,338,371	2,338,371
4	Interest on Long Term Debt	894,363	1,503,637	2,398,000
5	Financing Costs	88,925	99,113	188,038
6	Interest on Advances	3,678		3,678
7	Administrative Costs	340,000		340,000
Total Projects		4,635,966	6,761,120	11,397,086
Notes				

SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create approximately \$102.2 million in incremental value by January 1, 2035. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$18.83 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate approximately \$28.1 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

City of Franklin, Wisconsin

Tax Increment District #9

Development Assumptions

Construction Year	Carma ¹	Other Comm. & Industrial ²	Residential ³	Annual Total	Construction Year
1 2024	10,000,000	0	0	10,000,000	2024 1
2 2025	4,000,000	2,000,000	0	6,000,000	2025 2
3 2026		0	0	0	2026 3
4 2027		5,419,700	2,142,857	7,562,557	2027 4
5 2028		9,840,090	8,185,714	18,025,804	2028 5
6 2029		2,250,950	8,185,714	10,436,664	2029 6
7 2030		393,705	8,185,714	8,579,419	2030 7
8 2031		3,634,670	9,310,714	12,945,384	2031 8
9 2032		1,235,910	9,310,714	10,546,624	2032 9
10 2033		293,020	9,310,714	9,603,734	2033 10
11 2034		5,307,120	3,267,857	8,574,977	2034 11
12 2035		0	0	0	2035 12
13 2036				0	2036 13
14 2037				0	2037 14
15 2038				0	2038 15
16 2039				0	2039 16
17 2040				0	2040 17
18 2041				0	2041 18
19 2042				0	2042 19
20 2043				0	2043 20
Totals	14,000,000	30,375,165	57,900,000	102,275,165	

Notes:

¹Reflects proposed minimum value guarantee per term sheet received from J. Regetz 7-12-2023.

²Assumes 436,000 sq. ft. of commercial or industrial development valued at an average of \$65/sq. ft.

³Assumes 193 total units of residential development with an average value of \$300,000 per unit.

Table 1 - Development Assumptions

City of Franklin, Wisconsin

Tax Increment District #9

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	8,079,700
District Creation Date	October 17, 2023	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2024	Base Tax Rate	\$18.83
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	15 10/17/2038		
Revenue Periods/Final Year	20 2045		
Extension Eligibility/Years	Yes 5		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2024	10,000,000	2025	0	10,000,000	2026	\$18.83	188,281
2	2025	6,000,000	2026	0	16,000,000	2027	\$18.83	301,250
3	2026	0	2027	0	16,000,000	2028	\$18.83	301,250
4	2027	7,562,557	2028	0	23,562,557	2029	\$18.83	443,639
5	2028	18,025,804	2029	0	41,588,361	2030	\$18.83	783,031
6	2029	10,436,664	2030	0	52,025,026	2031	\$18.83	979,334
7	2030	8,579,419	2031	0	60,604,445	2032	\$18.83	1,141,039
8	2031	12,945,384	2032	0	73,549,829	2033	\$18.83	1,384,805
9	2032	10,546,624	2033	0	84,096,454	2034	\$18.83	1,583,379
10	2033	9,603,734	2034	0	93,700,188	2035	\$18.83	1,764,200
11	2034	8,574,977	2035	0	102,275,165	2036	\$18.83	1,925,650
12	2035	0	2036	0	102,275,165	2037	\$18.83	1,925,650
13	2036	0	2037	0	102,275,165	2038	\$18.83	1,925,650
14	2037	0	2038	0	102,275,165	2039	\$18.83	1,925,650
15	2038	0	2039	0	102,275,165	2040	\$18.83	1,925,650
16	2039	0	2040	0	102,275,165	2041	\$18.83	1,925,650
17	2040	0	2041	0	102,275,165	2042	\$18.83	1,925,650
18	2041	0	2042	0	102,275,165	2043	\$18.83	1,925,650
19	2042	0	2043	0	102,275,165	2044	\$18.83	1,925,650
20	2043	0	2044	0	102,275,165	2045	\$18.83	1,925,650
Totals		102,275,165		0	Future Value of Increment		28,125,932	

Notes

¹Tax rate shown is actual TID interim rate for the 2022/23 levy per DOR Form PC 202 (Tax Increment Collection Worksheet)

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

The first phase of the Project will be construction of the new facility by the Company. The City will issue approximately \$2.01 million in General Obligation bonds in 2024 to fund Phase 1 public infrastructure projects. Additionally, a pay-as-you go (“PAYGO”) developer incentive will be paid to the Company up to a cap of \$1.5 million leveraging the tax increment generated by the District. City debt service will have priority of payment, with PAYGO payments limited to remaining funds available. The Company has agreed to a minimum valuation of \$14 million to ensure that tax increments collected will be sufficient to pay City debt.

Phase 2 will include additional public infrastructure projects, which will be funded by approximately \$3.15 million in General Obligation bonds to be issued by the City. These projects will require a mix of tax-exempt and taxable financing. For purpose of the Project Plan, Phase 2 financing is assumed to occur in 2026. Actual timing will be based on development and the need to extend sanitary sewer to the west. The Plan also includes the potential for PAYGO incentives related to Phase 2 development. Whether incentives are provided will be dependent on the City’s evaluation of such requests and determination that an incentive is needed to allow for the development to occur.

The City may need to advance funds to the District prior to the availability of tax increment and will recover those advance amounts with interest from tax increments as they become available. These advances, along with the proceeds of long-term debt will fund the public infrastructure costs and District administrative costs. PAYGO incentives will be funded from tax increment as it is collected from the associated development, with payments limited to those collections less any other obligations related to the corresponding development agreement.

This summary is intended to provide a general explanation of the District plan of finance. Specific terms and conditions pertaining to development projects will be detailed in related development agreements.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 3), the District is projected to accumulate sufficient funds by the year 2036 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

City of Franklin, Wisconsin

Tax Incremental District #9

Cash Flow Projection

Year	Interest				Advance		Projected Revenues				Expenditures						Balances	
	Increment	Earnings/ (Cost)	Proceeds of LT Debt	From Other Fund ¹	Total Revenues	Tax-Exempt G O Bonds 2024 Est. P&I	Tax-Exempt G O Bonds 2025 Est. P&I	Carma	Other Commercial	Sewer Extension & Onsite Inf	Cost of Issuance & Discount	Repayment of Advance ²	Admin	Total Expenditures	Annual Cumulative	Liabilities Outstanding	Year	
2024			2,010,000	25,000	2,035,000	107,883				1,809,000	88,925		25,000	1,922,925	112,075	2,010,000	2024	
2025	188,281		3,150,000	10,808	3,838,281	145,647	141,738	27,694		2,820,000	99,113	0	15,000	3,107,394	(112,075)	2,010,000	2025	
2026	301,250				301,250	148,092	141,738	100,562				0	15,000	3,107,394	230,888	6,585,000	2026	
2027	301,250				301,250	145,372	94,492	103,222				0	15,000	446,794	(145,372)	6,391,098	2027	
2028	443,639			12,884	314,084	147,607	94,492	81,729				26,160	15,000	399,488	(85,372)	8,531,175	2028	
2029	783,051				783,051	148,767	222,315	79,569	22,804			26,160	15,000	585,540	197,491	7,956,009	2029	
2030	979,334				979,334	146,977	217,992	101,617	51,328				15,000	597,667	381,867	7,543,802	2030	
2031	1,141,069				1,141,069	149,086	218,552	99,508	74,679				15,000	601,654	539,415	7,117,315	2031	
2032	1,384,806				1,384,806	146,046	224,010	102,548	78,106				15,000	638,600	746,206	6,645,153	2032	
2033	1,583,379				1,583,379	147,832	219,515	100,742	109,594				15,000	647,987	935,392	6,154,764	2033	
2034	1,764,200				1,764,200	149,417	219,905	99,177	126,040				15,000	650,940	1,113,259	5,652,159	2034	
2035	1,925,650				1,925,650	145,716	220,023	102,878	175,942				15,000	700,961	1,224,689	5,089,711	2035	
2036	1,925,650				1,925,650	146,792	224,782	101,802	173,563				15,000	703,541	1,222,310	4,514,312	2036	
2037	1,925,650				1,925,650	147,628	224,170	100,966	173,869				15,000	703,085	1,222,616	3,928,004	2037	
2038	1,925,650				1,925,650	148,192	218,177	100,402	176,865				15,000	700,088	1,225,612	3,332,741	2038	
2039	1,925,650				1,925,650	148,525	216,881	100,069	177,513				15,000	699,390	1,226,260	2,725,585	2039	
2040	1,925,650				1,925,650	148,718	225,125	97,575	173,392				15,000	696,212	1,229,459	2,108,312	2040	
2041	1,925,650				1,925,650	149,765	222,857	0	174,525				15,000	597,549	1,328,101	1,575,681	2041	
2042	1,925,650				1,925,650	148,479	220,332	0	175,788				15,000	601,000	1,324,650	1,024,883	2042	
2043	1,925,650				1,925,650	147,864	222,449	0	174,730				15,000	601,444	1,324,206	458,143	2043	
2044	1,925,650				1,925,650	147,864	219,193	0	176,958				15,000	451,952	1,473,698	27,684	2044	
2045	1,925,650				1,925,650			0					15,000				2045	
Total	28,126,942	0	5,160,000	48,642	33,335,584	2,904,363	3,866,996	1,500,000	2,858,371	4,625,000	188,038	52,320	340,000	16,605,728			Total	

Projected TID Closure

Notes:
 Assumes the City will advance funds to the TID to pay for costs incurred in advance of the availability of tax increments, and to any debt service not covered by annual tax increment collections. Advance to be repaid with interest as cash flow permits.
¹G O debt principal and PAYGO payments outstanding

Table 3 - Cash Flow

SECTION 10: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11: Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed use development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating new industrial sites, creating opportunities for mixed use development, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as employment opportunities, increased income and sales tax collection, development of housing, increased commercial and manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

SECTION 15: List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to property outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

**SECTION 16:
Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.

SAMPLE

Mayor
City of Franklin
9229 W Loomis Rd
Franklin, Wisconsin 53132

RE: Project Plan for Tax Incremental District No. 9

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Franklin, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Franklin Tax Incremental District No. 9 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,



City Attorney

**SECTION 17:
Calculation of the Share of Projected Tax Increments
Estimated to be Paid by the Owners of Property in the
Overlying Taxing Jurisdictions**

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Revenue Year	Milwaukee County	MMSD	City of Franklin	Franklin School District	Milwaukee Area Technical College	Total	Revenue Year
2026	46,859	16,619	53,234	60,598	10,972	188,281	2026
2027	74,974	26,591	85,174	96,957	17,555	301,250	2027
2028	74,974	26,591	85,174	96,957	17,555	301,250	2028
2029	110,411	39,159	125,432	142,784	25,852	443,639	2029
2030	194,877	69,117	221,390	252,016	45,630	783,031	2030
2031	243,782	86,462	276,949	315,260	57,081	979,534	2031
2032	283,984	100,721	322,620	367,250	66,494	1,141,069	2032
2033	344,644	122,235	391,533	445,696	80,697	1,384,806	2033
2034	394,064	139,763	447,677	509,606	92,269	1,583,379	2034
2035	439,066	155,724	498,801	567,803	102,806	1,764,200	2035
2036	479,247	169,975	544,449	619,765	112,214	1,925,650	2036
2037	479,247	169,975	544,449	619,765	112,214	1,925,650	2037
2038	479,247	169,975	544,449	619,765	112,214	1,925,650	2038
2039	479,247	169,975	544,449	619,765	112,214	1,925,650	2039
2040	479,247	169,975	544,449	619,765	112,214	1,925,650	2040
2041	479,247	169,975	544,449	619,765	112,214	1,925,650	2041
2042	479,247	169,975	544,449	619,765	112,214	1,925,650	2042
2043	479,247	169,975	544,449	619,765	112,214	1,925,650	2043
2044	479,247	169,975	544,449	619,765	112,214	1,925,650	2044
2045	479,247	169,975	544,449	619,765	112,214	1,925,650	2045
Total	7,000,109	2,482,728	7,952,477	9,052,578	1,639,050	28,126,942	

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2024
REPORTS & RECOMMENDATIONS	RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT TO SECTION 66.0607 WISCONSIN STATUTES	ITEM NUMBER 

Background

US Bank NA is our banking depository. The City of Franklin has four accounts there.

General Checking

Property Tax Money Market Checking

Special Clearances Checking

Payroll Checking

City policy required three signatures on all checks:

- . The Mayor or Common Council President
- . The Clerk or Deputy Clerk
- . The Treasurer or Deputy Treasurer.

The recent change in multiple staff members necessitates a change in the notice to our depository bank of the authorized signatories on the accounts.

Recommendation

That the signatures on the attached resolution be the authorized signors on the US Bank accounts.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2024-_____ Designating signatures for checks and orders pursuant to section 66.0607 Wisconsin Statutes.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT
TO SECTION 66.0607 WISCONSIN STATUTES

WHEREAS, US Bank, N.A. is designated as a public depository for the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that withdrawal or disbursement from the above-named depository shall be by checks or orders as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance with, all checks and orders shall have three signatures. The Mayor or Acting Mayor, the Director of Finance and Treasurer or Deputy Treasurer and the City Clerk or Deputy City Clerk shall be the three signatures and shall be so honored, and

BE IT FURTHER RESOLVED that in lieu of their personal signatures, the following facsimile signatures, which have been adopted by them, as below shown, may be affixed on such checks and orders; that the above named depository shall be fully warranted and protected in making payment on any check or order bearing such facsimile notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

TITLE/NAME/SIGNATURE:

FACSIMILE
SIGNATURE

Mayor, John R. Nelson

City Clerk, Shirley J. Roberts

Director of Finance & Treasurer, Danielle L. Brown

Michelle Eichmann, Common Council President when Acting Mayor

Deputy City Clerk, Margaret Poplar

Deputy Treasurer, Rosanne Zimmerman

BE IT FURTHER RESOLVED that the City Clerk of the City of Franklin is hereby authorized and directed to certify to these Public Depositories the foregoing resolution and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of the City of Franklin and to certify to these Public Depositories the names of the persons now holding the offices of Mayor, Acting Mayor, Director of Finance & Treasurer, Deputy Treasurer, City Clerk and Deputy City Clerk and any changes thereafter in the persons holding said offices together with specimens of the signature of such present and future officers, and

BE IT FURTHER RESOLVED that the authority granted to the named officers of the City of Franklin shall continue in full force and effect and these Public Depositories may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to these Public Depositories by an officer or director of the City of Franklin, and any action taken by said officers and relied on by these Public Depositories pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on the City of Franklin, and.

BE IT FURTHER RESOLVED that these resolutions shall be in effect on February 21, 2024 and continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank, and

BE IT FINALLY RESOLVED that any and all transactions by or on the behalf of the depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

Introduced at a regular meeting of the Common Council this ____ day of _____, 2024 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Mayor, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>SK</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/21/2024</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Claim submitted by Jeff Kramer on January 23, 2024 alleging tire damage to his vehicle as a result of hitting a manhole cover in the City of Franklin on January 12, 2024. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a claim submitted by Jeff Kramer alleging tire damage to his vehicle as a result of hitting a manhole cover in the City of Franklin on January 12, 2024, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>ITEM NUMBER</p> <p><i>15.38.</i></p>

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a claim submitted by Jeff Kramer alleging tire damage to his vehicle as a result of hitting a manhole cover in the City of Franklin on January 12, 2024, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p>APPROVAL</p> <p><i>fl</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>February 21, 2024</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and 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>	<p>ITEM NUMBER</p> <p><i>D.39.</i></p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and 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.

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<p>APPROVAL</p> <p><i>gl</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>February 21, 2024</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Tax Incremental District No. 5 BadAx development; and Vitalogy and Poths developments to the southeast thereof. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 BadAx development; and the Vitalogy and Poths developments to the southeast thereof, and related potential agreements provisions, the negotiation of provisions and 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>	<p>ITEM NUMBER</p> <p><i>M.40.</i></p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 BadAx development; and the Vitalogy and Poths developments to the southeast thereof, and related potential agreements provisions, the negotiation of provisions and 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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/21/24
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of February 21, 2024.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of February 21, 2024.

CITY CLERK'S OFFICE



License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
February 21, 2024 – 5:50 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 5:55 p.m.	Robert Meyer Hideaway Pub & Eatery			
Class A Combination 2023-2024 6:00 p.m.	DBA 7-Eleven #35834J 7-Eleven, Inc. Lisa Hansen, Agent 7610 W Rawson Ave			
Extraordinary Entertainment & Special Event 6:05 p.m.	Mulligan's Irish Pub & Grill Event: St. Patrick's Day Party Person in Charge: Brian Francis Location: 8933 S 27th Street Date of Event: 3/17/2024			
Operator 2023-2024	Maria Papp The Rock Sports Complex			
Temporary Entertainment & Amusement	Rainbow Valley Rides, Inc Person in Charge: Ronald Kedrowicz Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/6/2024			
3.	Adjournment	Time:		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/21/2024</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">I</p>

Attached are vouchers dated February 2, 2024 through February 15, 2024, Nos. 196602 through Nos. 196831 in the amount of \$ 1,929,405.78. Also included in this listing are EFT Nos. 5593 through EFT Nos. 5601 and EFT No. 345(S), Library vouchers totaling \$ 1,738.93, Water Utility vouchers totaling \$ 738,861.07 and Property Tax Refunds in the amount of \$ 10,695.16. Voided checks in the amount of \$ (3,523.11) are separately listed.

Early release disbursements dated February 2, 2024 through February 14, 2024 in the amount of \$ 565,169.57 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. 498 dated January 31, 2024, in the amount of \$ 12,895.35. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated February 9, 2024 is \$ 482,249.98, previously estimated at \$ 480,000. Payroll deductions dated February 9, 2024 are \$ 250,872.68, previously estimated at \$ 276,000.

The estimated payroll for February 23, 2024 is \$ 480,000 with estimated deductions and matching payments of \$ 550,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 15, 2024 in the amount of \$ 1,929,405.78
- Payroll dated February 9, 2024 in the amount of \$ 482,249.98 and payments of the various payroll deductions in the amount of \$ 250,872.68, plus City matching payments and
- Estimated payroll dated February 23, 2024 in the amount of \$ 480,000 and payments of the various payroll deductions in the amount of \$ 550,000, plus City matching payments.

ROLL CALL VOTE NEEDED